


Definition of a Particularly Vulnerable Consumer Under Directive 2005/29/EC on Unfair Commercial Practices

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Abstract: Directive 2005/29/EC on unfair commercial practices establishes the normative benchmark of the “average consumer” as the primary standard for assessing the legality of commercial conduct. However, Article 5(3) of the Directive introduces an important corrective mechanism by recognizing the category of the “particularly vulnerable consumer,” whose economic behavior may be disproportionately influenced by age, mental or physical frailty, or credulity. This article analyzes the legal contours of this category, with particular regard to the jurisprudence of the Court of Justice of the European Union and Czech judicial practice. The article examines both endogenous forms of vulnerability (such as illness, disability, or old age) and exogenous or situational factors (including linguistic barriers, lack of digital literacy, or acute distress), emphasizing the requirement of an objective and generalized assessment. Special attention is devoted to the cumulative conditions for the application of Article 5(3), notably the existence of a clearly identifiable group, the substantial distortion of economic behavior, and the criterion of reasonable foreseeability on the part of the trader. The article concludes that the concept of the particularly vulnerable consumer functions as a necessary complement to the average consumer model, thereby aligning EU consumer law more closely with social reality while preserving a fair balance between legitimate commercial practices and effective consumer protection.

1. Introduction

Directive 2005/29¹ brought protection for consumers against unfair commercial practices by businesses. The Directive protects not only the average consumer in general but also particularly vulnerable consumers. It is this category of consumers that is the focus of this article. The aim is to identify the defining characteristics of a particularly vulnerable consumer under Article 5(3) of Directive 2005/29, focusing on the different categories of such persons, i.e., persons characterized by mental or physical frailty or persons worthy of special protection on grounds of age or credulity. All this with a focus on the case law of the Court of Justice of the European Union (CJEU) and the case law of the Czech courts.

2. The Average Consumer as a Key Frame of Reference for Assessing the Unfairness of Commercial Practices

The model of the average consumer, also referred to as the ordinary or model consumer, is used to assess the unfairness of a particular business' conduct.

The average consumer is a category that has a normative basis in European law in Articles 5, 6, 7 and 8 of Directive 2005/29.² According to Article 5(2)(b) of Directive 2005/29, where a commercial practice is directed at a particular group of consumers, it is to be assessed according to the average member of that group. The average consumer is further defined by the decision-making practice of the courts or supervisory authorities.

The CJEU (and subsequently the courts of the European Union Member States) has opted for the so-called normative model of consumer behavior, i.e., it does not deal with the question of how many consumers are influenced by the commercial practice under examination, but whether a model or average consumer would be affected or deceived by it. For this consumer, it assumes a certain level of vigilance and a critical approach to commercial messages in particular. The average consumer is consistently

¹ 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 (OJ L149, 11 June 2005), 22, as amended.

² In Czech law, the Directive 2005/29 was implemented in Act No. 634/1992 Coll., on Consumer Protection, as amended (hereinafter: Consumer Protection Act).

defined by the CJEU³ and the Czech courts⁴ as one who is aware, normally informed, reasonably attentive, and cautious,⁵ i.e., not weak, inexperienced, or ignorant. The average consumer is one who is well informed and reasonably observant and cautious, considering social, cultural, and linguistic factors.

The assessment of the level and impressionability of the average consumer is a question of law, not fact. Its definition is therefore entrusted to the courts, not to experts.⁶ The Regional Court in Prague⁷ emphasized that the concept of the average consumer is an objectified concept that has no direct reflection in the real world (it cannot be identified with a specific person), therefore, it is no longer possible in principle to make (and therefore nor to demand) direct proof of the influence of such a consumer. The conclusion that the average consumer has been influenced is therefore an inferred factual conclusion based on evidence of the form of the commercial practice at issue and possible supporting evidence that specific consumers have been influenced by such a practice, taking into account the common knowledge of the social, cultural, and linguistic characteristics of consumers in a given place, time, and sector.

However, the notion of the very prudent average consumer is subject to criticism. For example, J. Bejček points out that this criterion does not accurately reflect the real behavior of consumers, as they not rational and

³ Cf. e.g., CJEU Judgment of 10 November 1982, *Walter Rau Lebensmittelwerke v. De Smedt PVBA*, Case 261/81, ECLI:EU:C:1982:382; CJEU Judgment of 16 July 1998, *Gut Springenheide GmbH and Rudolf Tusky v. Oberkreisdirektor des Kreises Steinfurt – Amt für Lebensmittelüberwachung*, Case C-210/96, ECLI:EU:C:1998:369; CJEU Judgment of 2 February 1994, *Verband Sozialer Wettbewerb e.V. v. Clinique Laboratoires SNC and Estée Lauder Cosmetics GmbH*, Case C-315/92, ECLI:EU:C:1994:34; CJEU Judgment of 6 July 1995, *Verein gegen Unwesen in Handel und Gewerbe Köln e.V. v. Mars GmbH*, Case C-470/93, ECLI:EU:C:1995:224, and many others.

⁴ Furthermore, regarding the definition of an average consumer, cf. e.g., the following decisions of the Czech courts: Czech Supreme Court, Judgment of 3 May 2006, Ref. No. 32 Odo 447/2006; Czech Supreme Court, Judgment of 26 November 2006, Ref. No. 32 Odo 1151/2005; Czech Supreme Court, Judgment of 18 February 2009, Ref. No. 23 Cdo 2749/2008; Supreme Administrative Court, Judgment of 29 April 2008, Ref. No. 5 As 69/2006; Supreme Administrative Court, Judgment of 17 January 2014, Ref. No. 4 As 98/2013, among others.

⁵ Cf. e.g., Case C-210/96, n. 4 above.

⁶ Cf. n. 4 above.

⁷ Regional Court in Prague, Judgment of 22 October 2015, Ref. No. 45 A 25/2013.

standardized beings according to theoretical assumptions.⁸ Similar concerns about the normative model of the average consumer are raised in legal doctrine, which emphasizes that this benchmark insufficiently reflects cognitive biases⁹ and the bounded rationality of real consumers.¹⁰

Not only the level of the concept of the average consumer, but also the general model of the one has been criticized in the literature,¹¹ as it did not take into account the individual behavior of specific groups of persons targeted by the commercial practice.¹² This has given rise to a group of so-called “particularly vulnerable consumers” who are entitled to enhanced protection under European Union (and Member State) law.

3. On the Model of the So-Called Particularly Vulnerable Consumer

Directive 2005/29 does not use the term “vulnerable consumer,” but the term “particularly vulnerable consumer.” This corresponds to the notion that *de facto* any consumer may be vulnerable, but only a “particularly vulnerable” consumer is worthy of protection in terms of the European legislator’s intention. This concept thus implies a sort of *de minimis* rule in providing protection to a consumer who must be “particularly” vulnerable (i.e., beyond the normal vulnerability of any consumer in general) in order to qualify for an increased level of protection compared to a normal consumer. The institution of the particularly vulnerable consumer is a manifestation of social policy.¹³ A detailed doctrinal analysis of the origins and structure of this category under Article 5(3) UCPD is provided by E. Kaprou, who critically assesses the focus on personal attributes as both a strength and a limitation

⁸ Josef Bejček, *Smluvní svoboda a ochrana slabšího obchodníka* (Brno: Masaryk University, 2016), 150.

⁹ Rossella Incardona and Cristina Poncibò, “The Average Consumer, the Unfair Commercial Practices Directive, and the Cognitive Revolution,” *Journal of Consumer Policy* 30, no. 1 (2007): 21–54, <https://ssrn.com/abstract=1084038>.

¹⁰ Lisa B. Waddington, “Vulnerable and Confused: The Protection of ‘Vulnerable’ Consumers under EU Law,” *European Law Review* 38, no. 6 (2013): 757–83.

¹¹ Cf. Filippo Ippolito and Sergio I. Sainchez, *Protecting Vulnerable Groups: The European Human Rights Framework* (Oxford: Hart Publishing, 2015), 85.

¹² Incardona and Poncibò, “The Average Consumer, the Unfair Commercial Practices Directive, and the Cognitive Revolution,” 21–54.

¹³ Hans-W. Micklitz, *European Fair Trading Law: The Unfair Commercial Practices Directive*, eds. Geraint Howells, Hans-W. Micklitz, and Thomas Wilhelmsson (Aldershot: Ashgate Publishing, 2006), 111.

of the current definition.¹⁴ J. Mulder¹⁵ likewise notes that, even where the UCPD lays down a formally uniform definition, the actual configuration of protection for particularly vulnerable consumers varies according to domestic legal and cultural narratives, which underlines the importance of comparative research.

The introduction of a generally applicable definition of a particularly vulnerable consumer is not desirable as it would lose flexibility in taking into account the circumstances of a particular case.¹⁶ The model of the particularly vulnerable consumer represents a special category alongside¹⁷ the average consumer. A particular commercial practice is assessed either through the lens of the average consumer or through that of the particularly vulnerable consumer.

4. Conditions of Application for the Protection of Particularly Vulnerable Consumers Under Article 5(3) of Directive 2005/29

Although Directive 2005/29 sets out a general model of the average consumer, in some cases it provides an alternative aimed at preventing abuse of particularly vulnerable consumers.¹⁸ However, according to the European Parliament resolution on the strategy for the rights of vulnerable consumers,¹⁹

¹⁴ Eleni Kaprou, “The Current Legal Definition of Vulnerable Consumers in the UCPD: Benefits and Limitations of a Focus on Personal Attributes,” in *Vulnerable Consumers and the Law: Consumer Protection and Access to Justice*, eds. Christine Riefa and Séverine Saintier (Abingdon: Routledge, 2021), 51–68.

¹⁵ Jule Mulder, “Comparing Vulnerability? How Can EU Comparative Law Methods Shed Light on the Concept of the Vulnerable Consumer,” *Journal of International and Comparative Law* 6, no. 2 (2019): 209–31, <https://ssrn.com/abstract=4496030>.

¹⁶ See also: María I. Pérez, “REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers,” Committee on the Internal Market and Consumer Protection, 2011/2272(INI), para. 2, accessed August 28, 2025, https://www.europarl.europa.eu/doceo/document/A-7-2012-0155_EN.html.

¹⁷ Willem H. van Boom, Amandine Garde, and Orkun Akseli, eds., *The European Unfair Commercial Practices Directive. Impact, Enforcement, Strategies and National Legal Systems* (Farnham: Ashgate Publishing Limited, 2014), 91.

¹⁸ Bram B. Duivenvoorde, *The Consumer Benchmarks in the Unfair Commercial Practices Directive* (Cham: Springer International Publishing, 2015), 21.

¹⁹ Pérez, “REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers,” point 7.

Directive 2005/29 addresses the issue of vulnerability only marginally and is limited to the economic interests of consumers.

Normatively, the so-called particularly vulnerable consumer is regulated in Article 5(3) of Directive 2005/29 (similarly, Article 4(2) of the CPA):

Commercial practices which are likely to substantially distort the economic behaviour of only a clearly identifiable group of consumers who, by reason of mental or physical weakness, age or gullibility, are particularly vulnerable to the practice or the product it promotes in a way that the trader can reasonably expect, shall be assessed from the point of view of the average member of that group. This is without prejudice to the normal and legitimate advertising practice of making exaggerated statements or statements which are not meant literally.

It follows from the above-cited provision that if a practice is capable of substantially affecting (distorting the economic behavior of) only a certain group of consumers – the group of particularly vulnerable consumers due to mental or physical weakness, age or gullibility, the practice must be assessed from the point of view of such an average member of that group.

Several application conditions (which must be met cumulatively) are derived from this provision for a particular commercial practice to be assessed from the perspective of an average member of the so-called particularly vulnerable consumers and to be unfair for that reason (the individual criteria defining the reasons for the particular vulnerability of consumers will be dealt with in the next chapter):

- (1) they must be commercial practices which are likely to distort economic behavior in a substantial way; and
- (2) such commercial practices can distort only the economic behavior of a clearly identifiable group of consumers who are so-called particularly vulnerable by reason of mental or physical weakness, age or gullibility to the practice or the product it promotes; namely
- (3) in a manner that a trader can reasonably expect;
- (4) this is without prejudice to the normal and legitimate advertising practice of making exaggerated statements or statements that are not meant literally.

4.1. The Commercial Practices Must Be Such as to Distort Economic Behavior in a Substantial Way

It follows from this condition that it is sufficient that the commercial practice can distort the economic behavior of particularly vulnerable consumers; it is not necessary that it cause actual harm to the consumer. Directive 2005/29 affects only the economic behavior of the consumer, not other consumer behavior (e.g., social or cultural). The economic behavior of the consumer must be distorted in a substantial way, i.e., significantly, not just to a negligible extent (*de minimis* rule – conduct with a completely insignificant impact on such a consumer or their economic behavior will not be sanctionable).

This condition will be met regardless of whether the undertaking deliberately targeted the commercial practice at a particularly vulnerable consumer (that consumer was the addressee of the commercial practice) or whether the practice “merely” affected them, for example, accidentally (it had an undesirable impact on that consumer); the undertaking’s intention to target a particularly vulnerable consumer or the mere factual impact of a particular commercial practice (i.e., without the undertaking’s intention) is irrelevant, since the actual impact on that consumer is decisive.

A commercial practice would be unfair if it can influence the economic behavior of a particularly vulnerable consumer, although the general (i.e., average) consumer would not, for example, be deceived by such a practice.

4.2. Such Commercial Practices Can Only Distort the Economic Behavior of a Certain Clearly Identifiable Group of Consumers Who, by Reason of Mental or Physical Weakness, Age or Credulity, Are Particularly Vulnerable to the Practice or Product Promoted To

In a legal sense, it is questionable to qualify a group as “clearly” definable, since the boundaries of each group of particularly trusting consumers are usually “vague” (e.g., when does old age begin? When does childhood end? etc.).

The problem may be to determine whether a particular commercial practice can distort the economic behavior of only a “clearly identifiable” group of particularly vulnerable consumers or of consumers more broadly (the general average consumer). An example would be an advertisement for chocolate featuring cartoon characters – is the advertisement aimed at

a particularly vulnerable consumer (in this case, children) or at any consumer who likes chocolate? Conversely, an advertisement for dark chocolate with a high cocoa content is more likely to be aimed at the general average consumer, rather than at a particularly vulnerable consumer (children do not generally like such chocolate).

4.3. In a Manner That a Trader Can Reasonably Expect

This condition includes a requirement of “predictability.” The vulnerable consumer criterion applies if the practice affects the economic behavior of a vulnerable group of consumers “in a way that the trader can reasonably expect.” This criterion adds an element of reasonableness when assessing the effects of a commercial practice on vulnerable consumers and the standard of professional diligence that can reasonably be expected of a trader. It is intended to hold traders liable only where a commercial practice could be expected to have an adverse impact on a category of vulnerable consumers. This means only reasonable measures are required of traders in assessing whether a practice will have a disproportionate impact on a clearly identifiable group and in taking measures to mitigate that impact. Some consumers may be misled or behave irrationally in response to even the most honest commercial practice due to their extreme naivety or ignorance. The aim of the provision is to penalize cases of unfair market practices (e.g., outright fraud or deceit) to which the majority of consumers are exposed, but which are in fact intended to take advantage of the weakness of certain specific groups of consumers.²⁰

4.4. No Prejudice to Normal and Legitimate Advertising Practice of Making Exaggerated Statements or Statements That Are Not Meant to Be Taken Literally

The category of particularly vulnerable consumers (as well as the average consumer) is also subject to the possibility of using so-called normal (usual) advertising exaggeration. According to consistent decision-making

²⁰ Commission Notice – Guidance on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market (Text with EEA relevance), C/2021/9320 (OJ C526, 29 December 2021).

practice,²¹ it is a normal advertising exaggeration if the average consumer (the addressee of the person affected by the advertisement) knows that it is an exaggeration.

In relation to the above, the question arises whether the average particularly vulnerable consumer can know where the boundaries are between the exaggeration that can be expected from advertising and deception; here it will depend in particular on the reason for the consumer's particular vulnerability (e.g., mental weakness). According to the CJEU (Case C-221/00, *Commission v. Austria*²²), even a vulnerable consumer is not a “fool” – it is assumed that the consumer will not infer from the slogan “eat your apples” that they will not have to visit a doctor.

On the other hand, the possibility of exaggeration must be allowed, since in such a case the advertisement, which may influence the economic behavior of a particularly vulnerable consumer, would become a mere “quasi-package leaflet” or “instructions for use.”

5. Criteria Defining a Particularly Vulnerable Consumer

5.1. General Remarks on the Criteria Defining a Particularly Vulnerable Consumer

Any consumer belonging to the category of ordinary consumer may find themselves in a particularly vulnerable position during their lifetime. Vulnerability can arise from both endogenous and exogenous influences. By endogenous, we mean cases where the temporary or permanent causes of vulnerability are inherent in the consumer or arise from their physical or mental state (children, young people, older persons, people with disabilities, etc.). We consider exogenous influences to be the action of external causes that lead to the vulnerability of a particular consumer: lack of knowledge of the language, lack of education (either general or in terms of

²¹ Cf. e.g., Supreme Administrative Court, Judgment of 2 February 2010, Ref. No. 6 As 16/2004: “Exaggeration or exaggeration may generally be admissible in persuasive advertising campaigns; however, the extent to which they are admissible must always be assessed in relation to the addressees who may be affected by such a persuasive campaign, their age, their ability to detect exaggeration and the secondary consequences beyond their consumer behaviour which their role model, as the main character of the advertising spot on which the persuasive campaign is based, may subsequently provoke.”

²² CJEU Judgment of 23 January 2003, *Commission of the European Communities v. Republic of Austria*, Case Case C-221/00, ECLI:EU:C:2003:44.

ignorance of a specific market sector) or the need to use new technologies with which the consumer is not familiar.²³ Recent scholarship further argues in favor of a dynamic understanding of vulnerability, in which the same consumer may move along a continuum between “average” and “particularly vulnerable” depending on context, market structure, and the design of commercial practices.²⁴

A consumer may be in a state of particular vulnerability on an *ad hoc* basis (e.g., acute illness of the consumer) but may also be in this particular situation for a longer period of time (e.g., a child, an older person) or permanently (a person suffering from a congenital mental or physical disability).

In my view, Article 5(3) of Directive 2005/29 contains a closed (exhaustive) list of the grounds of consumer vulnerability, namely “mental or physical infirmity, age or credulity.” This interpretation is supported both by the wording of the provision (“[...] by reason of mental or physical infirmity, age or credulity [...]”) and by its systematic placement within a directive based on the principle of full harmonization (Article 4 of the Directive). From this structure it follows that Member States – and, by analogy, national authorities and courts through extensive interpretation – are not permitted to expand the normative content of the Directive beyond what expressly follows from its text, save for the exceptions that the Directive itself provides (e.g., Article 3(5) and (9)). Under these conditions, it appears untenable to infer additional, “independent” grounds of particular vulnerability beyond the expressly listed categories. Accordingly, factors such as financial distress, digital vulnerability, social status, or unemployment cannot be included among the grounds of particular vulnerability if the consumer otherwise meets the standard of the ordinary (average) consumer. This restrictive approach ensures a greater degree of legal certainty and predictability, as it limits the scope for extensive interpretation by national authorities.

²³ Pérez, “REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers,” para. 3.

²⁴ Dániel Szilágyi, “Empowering Consumers: Towards a Broader Interpretation of the Vulnerable Consumer Concept in the European Union,” *Hungarian Journal of Legal Studies* 63, no. 3 (2022): 279–93, <https://doi.org/10.1556/2052.2022.00337>.

The European Commission, by contrast, adopts the opposite view in its “Guidance on the implementation and application of Directive 2005/29,” stating that the grounds referred to in Article 5(3) are “indicative only” and should cover “a wide range of situations.”²⁵ The Commission’s Guidance therefore proceeds on the assumption that the list is illustrative. This approach makes it possible to take into account additional contextual factors of vulnerability, such as digital literacy, social circumstances, or structural inequalities in specific markets. The practical consequence of such an interpretation is greater flexibility in assessing consumer harm and the capacity to respond to modern forms of exploitative practices, particularly in the online environment. At the same time, however, it results in a lower degree of legal certainty and greater inconsistency in the cross-border application of the Directive, especially given that the Commission’s Guidance constitutes only soft law and cannot modify the Directive’s normative content.

For these reasons, I take the view that, although the Commission’s Guidance²⁶ provides an important methodological framework and persuasively highlights real (particularly digital and structural) forms of vulnerability, the binding normative text of the Directive, founded on the principle of full harmonization, must be interpreted restrictively, i.e., as an exhaustive list. This list may be operationalized through a broad range of factual situations within each of the enumerated categories (mental or physical infirmity, age, credulity) but cannot be extended to additional types of vulnerability that the Directive does not expressly recognize.

²⁵ The tension between the exhaustive wording of Article 5(3) and the broader, more open-ended approach suggested in the literature can be linked to a concern that an exclusively attribute-based understanding of vulnerability may fail to capture its structural and situational dimensions. See: Lisa B. Waddington, “Vulnerable and Confused: The Protection of ‘Vulnerable’ Consumers under EU Law,” *European Law Review* 38, no. 6 (2013): 757–83; Kaprou, “The Current Legal Definition of Vulnerable Consumers in the UCPD,” 51–68.

²⁶ Commission Notice – Guidance on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market (Text with EEA relevance), C/2021/9320 (OJ C526, 29 December 2021), 29.

5.2. “Weakness” as a Criterion for Qualifying a Particularly Vulnerable Consumer

Weakness, according to the explicit wording of Article 5(3) of Directive 2005/29, is divided into mental or physical weakness. Of course, their accumulation is not excluded (e.g., in the case of an advanced pregnancy).

The criterion of frailty may be divided into frailty in the narrower sense (direct physical or mental disability qualified in medical terms) and frailty in the broader sense (also other reasons that may cause mental or physical frailty in a particular case on an *ad hoc* basis – e.g., a consumer who has had a loved one die or one with a diminished intellect).

The following could be included under the term “vulnerability,” the fulfilment of which may lead to the qualification of a particular consumer as particularly vulnerable:

- (1) Disease. The illness can be both mental (schizophrenia, depression, etc.) or physical (heart disease, lung disease, etc.). Physical illness can include external manifestations (e.g., sensory impairment, limited mobility, and other disabilities) but also internal manifestations that may not be ‘visible’ (diseases of internal organs, joints, etc.). These may be life-threatening illnesses (e.g. cancer), impairing a certain quality of life (sight, hearing, etc.) or affecting the consumer’s appearance (especially dermatological conditions – acne, psoriasis, eczema, hair loss, missing limbs, etc.).²⁷ According to Italian decision-making practice, persons suffering from pain may also be included in this category, although pain is not generally regarded as a disease.²⁸ A consumer suffering from a certain kind of illness (whether chronic or short-term) is more susceptible to advertising for various preparations which may cure, suppress or make their disability less obvious to other people; the consumer may believe claims that an average rational consumer would reject (e.g. a consumer diagnosed with a life-threatening illness may try various healers²⁹ or so-called miracle preparations, etc.).

²⁷ One tends to fit in with others, if possible, not to stand out (in the physiological sense).

²⁸ Autorità Garante della Concorrenza e del Mercato, decision No. 2954 (PI446), April 13, 1995, *Argilla radiante*, cited in Duivenvoorde, *The Consumer Benchmarks*, 145.

²⁹ The use of supernatural (“magical”) forces in a difficult life situation was dealt with by the Higher Regional Court of Stuttgart, Judgment of 13 January 2011, Ref. No. III ZR 87/10; published in Legal Proceedings (2012): 37–38. The Court concluded that “the performance is objectively impossible and therefore cannot be provided at all, given the laws of nature or the state of

According to the Czech Supreme Administrative Court, if the target group of the advertisement is sick persons, it is necessary to take into account the lower critical judgment and greater credulity towards advertisements promising a cure of the disease of such consumers³⁰ and that the average consumer suffering from a certain disease is undoubtedly more likely to believe a certain claim concerning the cure of their condition than the average completely healthy consumer.³¹

- (2) Pregnancy, early parenthood. The weakening of consumers falling into this category is due to frequent physical and psychological discomfort (hormonal changes, back pain, reduced mobility, etc.). The Committee on the Internal Market and Consumer Protection³² considers pregnant women (alongside children) to be the most vulnerable consumer group. Pregnant women will generally be susceptible to various food supplements with promised positive effects on fetal development or to various products for newborn babies.
- (3) A consumer subject to various types of addiction. This group includes gamblers, people addicted to alcohol and other addictive substances (e.g., tobacco, narcotics, or opioids). For example, a person addicted to alcohol will be susceptible to alcohol advertisements that depict the pouring of the drink, suggesting the great taste, the harmlessness of drinking it, or social success.

scientific and technical knowledge. Such is the case with the promise of supernatural, 'magical' or parapsychological powers and abilities. The situation is different where the creditor has, by contractual allocation of risks, expressly or impliedly assumed the risk of a certain impediment to performance and that impediment to performance actually occurs. Accordingly, the contracting parties may agree, within the framework of contractual freedom, that one party will undertake, for consideration, to provide a performance whose basis and effects are not demonstrable according to scientific and technical knowledge, but correspond only to his inner conviction, belief or rational attitude, incomprehensible to third parties. It would be contrary to the content and purpose of the contract, as well as to the motives and ideas of the parties, to deny a claim for remuneration by the obligor for the provision of a service on the ground that the obligor is unable to prove that he actually makes certain predictions using magical or supernatural powers or that he can influence the formation of the will of third parties."

³⁰ Czech Supreme Administrative Court, Judgment of 17 January 2014, Ref. No. 4 As 98/2013.

³¹ Czech Supreme Administrative Court, Judgment of 9 July 2014, Ref. No. 1 As 82/2014.

³² Pérez, "REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers," point 25.

- (4) A consumer with a reduced intellect (lower IQ), low level of education, or a lack of ability to act assertively. People with reduced intellectual capacity may fall into this category. These people are among the most vulnerable consumers because their weakness is not visible at first sight, and it is difficult to imagine how such a consumer will “prove” their particular vulnerability. Persons with a low level of education (e.g., incomplete primary education) can also be placed in this category.³³ They may have reduced access to justice (law enforcement) due to ignorance of their rights.³⁴
- (5) A consumer ignorant of foreign languages. This category of particularly vulnerable consumers has been identified by the CJEU,³⁵ which has found it necessary to point out that there is a higher risk of ill-considered purchases when customers are enticed to enroll in long-term language courses or the sale of educational materials. The potential customer often falls into a group of people who, for various reasons, are behind in their education and are trying to catch up. For this reason, in particular, this group is particularly vulnerable to sellers of learning material who tries to convince them that the material will improve their chances of getting a job.
- (6) A consumer buying goods in a so-called bricks-and-mortar shop. The CJEU has concluded³⁶ that the consumer is more vulnerable in the face of the seller. This is in line with the case law of the Municipal Court in Prague,³⁷ which takes the approach that a consumer buying goods on e-shops is more cautious than when buying in a regular shop.
- (7) Consumer not using the Internet/unavailability of the Internet to the consumer. This point includes both the inability of the consumer (mentally or physically) to control the internet, but also the unavailability of the internet in terms of coverage by the relevant network.

³³ Cf. e.g., Incardona and Poncibò, “The Average Consumer, the Unfair Commercial Practices Directive, and the Cognitive Revolution,” 28–29.

³⁴ Pérez, “REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers,” point 23.

³⁵ CJEU Judgment of 16 May 1989, *R. Buët and Educational Business Services (EBS) v. Ministère public*, Case C-382/87, ECLI:EU:C:1989:198, recital 13.

³⁶ See n. 28 above.

³⁷ Municipal Court in Prague, Judgment of 21 August 2013, Ref. No. 9 A 9/2010 and Municipal Court in Prague, Judgment of 12 February 2014, Ref. No. 9 A 175/2010.

Consumers are generally considered to be more vulnerable to hidden practices on the Internet (mainly disseminated through social networks – so-called “steered advertising”).³⁸ According to the Committee on the Internal Market and Consumer Protection, the digitalization of services may mean that consumers who, for various reasons, do not have access to or cannot use the Internet may find themselves in a vulnerable position, unable to take full advantage of e-commerce and therefore excluded from a substantial part of the internal market, either by paying more for the same products or by being dependent on the help of others.³⁹ This form of vulnerability is also emphasized in contemporary scholarship, which demonstrates that digital environments – including personalized interfaces, targeted engagement, and non-transparent online practices – systematically increase the risk of adversely influencing consumer decision-making, particularly for individuals with limited internet access or low levels of digital literacy.⁴⁰

- (8) A consumer whose loved one has died. A consumer who arranges the funeral of a loved one has reduced decision-making capacity. They are usually in a position where they do not have all the information they need, and are usually in a situation where their decision-making abilities are usually significantly impaired.⁴¹
- (9) A foreigner. Consumers are particularly vulnerable when making purchases outside their own country – they are usually not familiar enough with the legal environment or language of the country to be able to properly defend their interests and rights. The foreign consumer becomes particularly vulnerable in relation to all businesses that sell

³⁸ So-called friends on social media recommend certain products, but in reality, they are paid agents of various marketers.

³⁹ Pérez, “REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers,” point 31.

⁴⁰ See: Christine Riefa, “Protecting Vulnerable Consumers in the Digital Single Market,” *European Business Law Review* 33, no. 4 (2022): 607–34, <https://doi.org/10.54648/eulr2022028>; Natali Helberger, Marijn Sax, Joanna Strycharz, and Hans-W. Micklitz, “Choice Architectures in the Digital Economy: Towards a New Understanding of Digital Vulnerability,” *Journal of Consumer Policy* 45, no. 2 (2022): 175–200, <https://doi.org/10.1007/s10603-021-09500-5>; OECD, “Consumer Vulnerability in the Digital Age,” *OECD Digital Economy Papers*, No. 355 (2023), <https://doi.org/10.1787/4d013cc5-en>.

⁴¹ Czech Supreme Administrative Court, Judgment of 7 April 2015, Ref. No. 3 As 176/2014.

them certain goods or services;⁴² this vulnerability arises most often in relation to restaurant operators (discriminatory prices for foreigners) or hotels (charging for various other items) – in particular, because these services are most often used by foreigners.

- (10) A consumer who is stranded at an airport due to extraordinary circumstances. This category of particularly vulnerable consumers has been defined by the CJEU.⁴³ The Internal Market and Consumer Protection Committee follows the same concept.⁴⁴ Furthermore, the consumer may be in a particular market, where there is a risk of a higher level of vulnerability for a consumer who would otherwise fall into the general category of the average consumer. It is the fact that they are in specific market areas that may make them particularly vulnerable. These areas are as follows:

- (a) Consumers in financial services.⁴⁵ Older people in particular can find financial services difficult to navigate, but complexity can create vulnerability for otherwise very prudent (average) consumers – as the Committee on the Internal Market and Consumer Protection has also confirmed.⁴⁶ Advertising of financial investment products often does not adequately explain the underlying risks and overstates the potential gains, which are often not realized, so that consumers of these financial products lose their capital relatively easily and quickly.⁴⁷
- (b) Energy and telecoms consumers. In the energy sector, there is increased risk for consumers in understanding the items charged,

⁴² For example, a consumer was particularly vulnerable in a café in Venice's St Mark's Square, where he was charged for "live music" – an item he had not been warned about before entering into the contract, but due to his lack of linguistic ability to argue, he preferred to pay the item to avoid getting into trouble in a foreign country. It can be assumed that he would not have paid such an item in his home country.

⁴³ CJEU Judgment of 31 January 2013, *Denise McDonagh v. Ryanair Ltd*, Case C-12/11, ECLI:EU:C:2013:43.

⁴⁴ Pérez, "REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers," point 30.

⁴⁵ Financial services are understood to include banking, insurance, including pensions, capital markets, credit unions, and consumer credit.

⁴⁶ Pérez, "REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers," point 21.

⁴⁷ *Ibid.*, para. 27.

the possibility of changing providers, and navigating rates. The Committee on the Internal Market and Consumer Protection points out that the lack of transparency in the main supply markets, including in the energy and telecommunications sectors, may create additional difficulties for consumers in general, and vulnerable consumers in particular, in some cases, in choosing the most appropriate tariff to meet their needs, in switching providers, and in understanding the items charged.⁴⁸

5.3. “Age” as a Criterion for Qualifying a Particularly Vulnerable Consumer

Customers considered vulnerable due to their age generally fall under one of the following three categories: children, adolescents, and older people.

Age is a factor that can significantly affect the ability to assess the substance⁴⁹ and scope of a particular business practice:

- (1) Children as particularly vulnerable consumers. Children are considered to be the most vulnerable consumers of all⁵⁰ (especially in view of their trusting nature, lack of experience, and knowledge).⁵¹ Children may be particularly vulnerable consumers in particular when toys, electronic games, products shaped or designed to attract children’s attention are advertised, when toys are included in fast-food menus,⁵² etc.

⁴⁸ Ibid., para. 32.

⁴⁹ For example, a practice in the form of so-called product placement (cf. § 53a of the Act on the Operation of Radio and Television Broadcasting) will be very difficult to qualify and therefore to take with some “distance” a child or a very old person (another question is whether the average consumer really knows what this practice is and what effects it may have).

⁵⁰ ANEC (European Association for the Co-ordination of Consumer Representation in Standardisation), “How to Protect Vulnerable Consumers?,” December 2011, p. 11, accessed December 15, 2025, <https://www.anec.eu/publications/position-papers/240-anec-position-paper-how-to-protect-vulnerable-consumers-december-2011>.

⁵¹ For more details, see the decision of the Czech Supreme Administrative Court, Judgment of 30 June 2015, Ref. No. 30 A 63/2014.

⁵² This is the practice of McDonald’s, for example, which adds popular toys (e.g., Shrek or Barbie) to children’s menus as part of its “Happy meal” product. This is a practice that can attract the attention of children who subsequently want to go to McDonald’s and request the menu from their parents (and others) because of the toys. This approach is particularly controversial in the United States, which is struggling with childhood obesity. It is in the United States of America in California that a lawsuit has been filed against McDonald’s. Cf. “McDonald’s Faces Lawsuit, Happy Meal Allegedly Exploits Children’s Vulnerability,” Lidovky.cz, accessed September 10, 2025, <https://www.lidovky.cz/relax/zajimavosti/mcdonald-s-celi-zalobe-happy-meal-pry-vyuziva-zranitelnost-deti>.

- (2) Adolescents as particularly vulnerable consumers. Examples include the promotion of products that are particularly attractive to minors in a way that takes advantage of their lack of attention or discretion due to their immaturity (e.g., advertising for mobile phone services that suggests that signing up for a particular loyalty program can easily help make and keep friends; buying certain fashion brands of clothing, sports equipment, or electronics).
- (3) Older people as particularly vulnerable consumers. The elderly are targeted by traders through practices such as pressure selling (demonstrations),⁵³ aggressive door-to-door sales, the sale of burglar alarms and similar products,⁵⁴ etc. According to P. Voráč,⁵⁵ the oldest age category is characterized by certain specific features of consumer behavior. On the one hand, the older people generally have more life experience, but, on the other hand, they gradually lose intangible forms of capital that are important for consumer behavior and influence decision-making. Retirement is an important milestone, which necessarily affects individuals' consumption habits and the way they spend their time, including its structure.

A101215_202809_In-zajímavosti_kim. However, a similar lawsuit was filed against McDonald's in 2010 and subsequently dismissed in 2012. See: "Let There Be Toys! Judge Throws Out Lawsuit Brought Against McDonald's Happy Meals by Concerned Mom," DailyMail.co.uk, accessed September 10, 2025, <https://www.dailymail.co.uk/news/article-2125756/Judge-dismisses-suit-McDonalds-Happy-Meals-concerned-mom-Monet-Parham-California.html>.

⁵³ Municipal Court in Prague in its Judgment of 15 April 2014 (Ref. No. 11 A 32/2011) found an unfair commercial practice in the conduct of an entrepreneur who promised a consumer gifts in return for attending a demonstration event, which he subsequently failed to deliver; the court emphasized that the promise of three whole large salami cones and a large neck of pork is, without more, capable of influencing the consumer's decision-making so that he may make a business decision that he would not otherwise have made. According to the court, consumers at sales presentations are largely capable of believing the salespeople's completely unrealistic arguments.

⁵⁴ The elderly, particularly because of their frequent loneliness, are generally considered vulnerable to claims of crime in a particular area and, out of fear for their own safety, are willing to believe artificial statistics on burglary and other crime and purchase a product that is (often only supposedly) designed to make their home safe.

⁵⁵ Jan Ondřej et al., eds., *Spotřebitelské smlouvy a ochrana spotřebitele: ekonomické, právní a sociální aspekty* [Consumer Contracts and Consumer Protection: Economic, Legal and Social Aspects] (Prague: C.H. Beck, 2013), 62.

5.4. “Trustworthiness” as a Criterion for Qualifying a Particularly Vulnerable Consumer

Trustfulness is a typical characteristic accompanying a certain age (children, adolescents, older people), but also people who are mentally or physically weak (especially in relation to health professionals).

Credulity concerns groups of consumers who more readily believe certain claims. The concept is neutral, so the aim is to protect members of a particular group who are susceptible to the influence of certain claims, for whatever reason. An example might be where a rogue trader will sell a winning lottery ticket on their website, which is accessible to the general public, even though they know that the site will only attract gullible consumers, such as those in debt.⁵⁶

For this category, it will be necessary to examine whether the consumer is in a life situation that may lead to increased trustfulness, worthy of special protection, or towards whom. For example, a university student cannot generally be considered particularly vulnerable, but they may become so in relation to a lecturer who recommends a particular teaching aid, without which they cannot pass an examination (a claim which will not be based on truth).⁵⁷

The following people can be considered as generally trusting, and they usually become trusting towards another specific person, not towards themselves: the owner of an animal may be a very bright, experienced, university-educated person, but at the moment of serious illness of their animal, they become particularly trusting towards a veterinarian who offers a certain preparation as a way out of a difficult situation:

- (1) A sick consumer. They may be more trusting of certain persons, usually doctors, pharmacists, and other similar professionals. A sick consumer is also more trusting of advertisements for dietary supplements or

⁵⁶ Commission Notice – Guidance on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market (Text with EEA relevance), C/2021/9320 (OJ C526, 29 December 2021), 29.

⁵⁷ Bram B. Duivenvoorde points out the contradictions in American and British studies, according to which, women are more likely to be victims of unfair business practices because of their gullibility, while according to the British study, there is no difference in gullibility by gender. Cf. Duivenvoorde, *The Consumer Benchmarks*, 189–190.

pharmaceuticals, as the average consumer is aware of scientific advances in pharmaceuticals that have resulted in new products coming on the market that can treat diseases for which older medicine was not effective.⁵⁸

- (2) A parent. It cannot be stated across the board that parents are particularly vulnerable consumers, but they can become such at a certain time in the child's life (usually shortly after the child's birth – they generally fear for the child's health, safety, and comfort; this is usually more prevalent in mothers, who are hormonally unstable at that time), or in certain situations (e.g., the child's illness, or when relating to the education process), and in relation to certain persons – the doctor, the pharmacist, the seller of certain goods, the teacher, the coach, and others.
- (3) An owner of an animal. It is also the case for these persons that they become particularly vulnerable consumers at the time of the animal's illness, in relation to the veterinarian or the seller of medicines or supplements for animals.
- (4) A socially vulnerable person. They may become a particularly vulnerable consumer in relation to a financial adviser, a creditor, or a business in general (they do not have the means to reasonably defend or enforce their rights, so the creditor can usually employ "less savory" tactics). Cumulative qualifications with the criterion of weakness is evident for these persons.
- (5) An unemployed consumer. They can become a particularly vulnerable consumer to financial advisors, various employment agencies, but also to potential employers (they are able to believe an employer's offer more easily than an employed person who is "looking" for a better, future job). There is also a strong interplay of weakness and gullibility.
- (6) A consumer whose equipment breaks down. Particularly vulnerable consumers may also be those whose equipment breaks down and makes it difficult or unpleasant for them to function normally (e.g., people who have to manage the failure of a gas boiler, a car, a mobile phone, a door lock, or a window); these people are in a position of both "weakness" and "credulity" – in this case, towards the recommendations of experts (what needs to be done about the broken item and

⁵⁸ Cf. the decision of the Czech Supreme Administrative Court, Judgment of 17 January 2014, Ref. No. 4 As 98/2013.

what part to buy). Such persons become particularly vulnerable in relation to the repairers of damaged (defective) equipment, or to the businesses from which they have purchased such products (both within and outside the quality guarantee). The particular vulnerability is also compounded by the period in which the breakdown occurs (e.g., a gas boiler breaking down during the cold season, a car breaking down on a Sunday evening, or just before a holiday, etc.).

Various random situations or periods in life may also cause particular vulnerability for an otherwise entirely prudent consumer (i.e., otherwise falling into the category of the average consumer). These situations may be, for example:

- periods of divorce or partner breakdowns,
- periods of pandemics (COVID-19, etc.),
- periods following terrorist attacks,
- periods of job loss,
- period of serious illness or the death of a loved one,
- periods of natural disasters, etc.

6. Conclusion

The category of the particularly vulnerable consumer exists alongside that of the average consumer. While the average consumer criterion is applied to assess the unfairness of a practice in relation to any consumer in general, the particularly vulnerable consumer criterion is applied to cases of consumers vulnerable by reason of age, physical or mental weakness, or gullibility.

The mentioned criteria defining a particularly vulnerable consumer (age, physical or mental weakness, or gullibility) are very general (classified as vague legal concepts), allowing for the incorporation of a number of situations, which will be a task for the decision-making practice of the courts (CJEU and the Member States' courts). These criteria are considered to be demonstrative, according to the literature and the Commission Guidelines cited above, but the text of Directive 2005/29 suggests that they are, in fact, exhaustive (albeit with a wide possibility of fulfilling the content of the terms “weakness” or “credulity”).

A particularly vulnerable consumer is a normative category (cf. Article 5(3) of Directive 2005/29 and Article 4(2) of the CPA). Vulnerability

must be assessed objectively and in a generalized manner; it is not possible to accept the interpretation that a particularly vulnerable consumer will be a person who, although properly educated, without the existence of a qualified weakness (physical or mental), behaves in a very trusting manner in their life.

A consumer's particular vulnerability due to "frailty" because of illness, pregnancy, early parenthood, or because they fall into one or more of the following categories: a consumer subject to various types of addictions, a consumer with a diminished intellect, a low level of education or a lack of ability to act assertively, a consumer in distress or fear, a consumer who has had a loved one die, a consumer who does not have knowledge of or lacks internet access or digital capability, consumers unfamiliar with foreign languages, a foreign consumer, a consumer who is stranded at an airport due to extraordinary circumstances, a consumer who purchases goods or services from bricks-and-mortar shops, and many consumers in the energy or financial services industry.

Particularly vulnerable consumers because of their "age" may be, for example, children, adolescents, older people, but also certain age groups targeted by specific business practices.

A particularly vulnerable consumer due to "gullibility" could be, for example, a sick consumer, a parent consumer, a pet-owning consumer, a socially vulnerable consumer, an unemployed consumer, a consumer whose equipment has broken down, or a consumer in a period of marital breakdown or breakdown of a partner relationship, a period of epidemics, terrorist attacks, loss of employment, or a period of serious illness or death of a loved one.

Knowledge of the definition of the group of particularly vulnerable consumers and the level of protection, defined in particular by the decision-making practice of supervisory authorities and courts, is therefore essential in business practice to avoid unnecessary sanctions by supervisory authorities and courts. This corresponds to a broader trend in EU law and policy, which increasingly treats vulnerability as a relational and context-dependent concept, rather than a static label attached to a fixed group of consumers.⁵⁹

⁵⁹ Lisa B. Waddington, "Exploring Vulnerability in EU Law: An Analysis of 'Vulnerability' in EU Criminal Law and Consumer Protection Law," *European Law Review* 45, no. 5 (2020): 779–801.

References

- ANEC (European Association for the Co-ordination of Consumer Representation in Standardisation). “How to Protect Vulnerable Consumers?” Accessed December 15, 2025. <https://www.anec.eu/publications/position-papers/240-anec-position-paper-how-to-protect-vulnerable-consumers-december-2011>.
- Bejček, Josef. *Smluvní svoboda a ochrana slabšího obchodníka*. Brno: Masaryk University, 2016.
- van Boom, Willem H., Amandine Garde, and Orkun Akseli, eds. *The European Unfair Commercial Practices Directive. Impact, Enforcement, Strategies and National Legal Systems*. Farnham: Ashgate Publishing Limited, 2014.
- DailyMail.co.uk. “Let There Be Toys! Judge Throws Out Lawsuit Brought Against McDonald’s Happy Meals by Concerned Mom.” Accessed September 10, 2025. <https://www.dailymail.co.uk/news/article-2125756/Judge-dismisses-suit-McDonalds-Happy-Meals-concerned-mom-Monet-Parham-California.html>.
- Duivenvoorde, Bram B. *The Consumer Benchmarks in the Unfair Commercial Practices Directive*. Cham: Springer International Publishing, 2015.
- Helberger, Natali, Marijn Sax, Joanna Strycharz, and Hans-W. Micklitz. “Choice Architectures in the Digital Economy: Towards a New Understanding of Digital Vulnerability.” *Journal of Consumer Policy* 45, no. 2 (2022): 175–200. <https://doi.org/10.1007/s10603-021-09500-5>.
- Incardona, Rossella, and Cristina Poncibò. “The Average Consumer, the Unfair Commercial Practices Directive, and the Cognitive Revolution.” *Journal of Consumer Policy* 30, no. 1 (2007): 21–54. <https://ssrn.com/abstract=1084038>.
- Ippolito, Filippo, and Sergio I. Sánchez. *Protecting Vulnerable Groups: The European Human Rights Framework*. Oxford: Hart Publishing, 2015.
- Kaprou, Eleni. “The Current Legal Definition of Vulnerable Consumers in the UCPD: Benefits and Limitations of a Focus on Personal Attributes.” In *Vulnerable Consumers and Access to Justice*, edited by Christine Riefa and Séverine Saintier, 151–70. Abingdon: Routledge, 2020.
- Lidovsky.cz. “McDonald’s Faces Lawsuit, Happy Meal Allegedly Exploits Children’s Vulnerability.” Accessed September 10, 2025. https://www.lidovsky.cz/relax/zajimavosti/mcdonald-s-celi-zalobe-happy-meal-pry-vyuziva-zranitelnost-deti.A101215_202809_In-zajimavosti_kim.
- Micklitz, Hans-W. *European Fair Trading Law: The Unfair Commercial Practices Directive*, edited by Geraint Howells, Hans-W. Micklitz, and Thomas Wilhelmsson. Aldershot: Ashgate Publishing, 2006.
- Mulder, Jule. “Comparing Vulnerability? How Can EU Comparative Law Methods Shed Light on the Concept of the Vulnerable Consumer.” *Journal of International and Comparative Law* 6, no. 2 (2019): 209–31. <https://ssrn.com/abstract=4496030>.

- OECD. "Consumer Vulnerability in the Digital Age." *OECD Digital Economy Papers*, No. 355 (2023). <https://doi.org/10.1787/4d013cc5-en>.
- Ondřej, Jan et al., eds. *Spotřebitelské smlouvy a ochrana spotřebitele: ekonomické, právní a sociální aspekty* [Consumer Contracts and Consumer Protection: Economic, Legal and Social Aspects]. Prague: C.H. Beck, 2013.
- Pérez, María I. "REPORT on a Strategy for Strengthening the Rights of Vulnerable Consumers." Committee on the Internal Market and Consumer Protection, 2011/2272(INI). Accessed August 28, 2025. https://www.europarl.europa.eu/doceo/document/A-7-2012-0155_EN.html.
- Riefa, Christine. "Protecting Vulnerable Consumers in the Digital Single Market." *European Business Law Review* 33, no. 4 (2022): 607–33. <https://doi.org/10.54648/eulr2022028>.
- Szilágyi, Dániel. "Empowering Consumers: Towards a Broader Interpretation of the Vulnerable Consumer Concept in the European Union." *Hungarian Journal of Legal Studies* 63, no. 3 (2022): 279–93. <https://doi.org/10.1556/2052.2022.00337>.
- Waddington, Lisa B. "Exploring Vulnerability in EU Law: An Analysis of 'Vulnerability' in EU Criminal Law and Consumer Protection Law." *European Law Review* 45, no. 6 (2020): 779–801.
- Waddington, Lisa B. "Vulnerable and Confused: The Protection of 'Vulnerable' Consumers under EU Law." *European Law Review* 38, no. 6 (2013): 757–83.