

## Information release

# The Supreme Court confirms the fine of €765,001 to Telefónica for limiting the consumer's right to receive paper invoices

**The Supreme Court rejects Telefónica's argumentation, which, in its appeal, argued that the billing clause did not impose electronic billing on the customer.**

Madrid, May 13, 2024. The Supreme Court has upheld a fine of €765,001 against Telefónica as it deems a abusive clause in contracts, limiting users' right to receive paper invoices. This clause stipulated that by choosing bank domiciliation as the payment method, the acceptance of this service implied the client's agreement to receive the invoice in electronic format, without prejudice to the option for the client to choose to receive the invoice in paper format at any time upon request.

With this ruling, the Court has rejected the argument put forth by Telefónica Móviles España, S.A.U in its appeal, asserting that the billing clause did not impose electronic billing on the customer, as the customer had the option to request a paper invoice free of charge at the time of contracting or at any later time on its website, via telephone (through the toll-free customer service number), or in stores.

However, the Supreme Court asserts that clause is abusive for substantially limiting the user's right to receive the invoice in paper format, thus contravening Article 63.3 of the Consolidated Text of the General Law for the Defense of Consumers and Users. Specifically, this article "contains two express requirements that have not been respected. The first is that receiving the paper invoice is considered an unconditional right of the user. And secondly, that the waiver of this right must not only be express but must also be manifested through a procedure directly provided for in the law.

Furthermore - as stated in the judgment - the waiver of this right by accepting the issuance of an electronic invoice must be express, since the company must have 'previously obtained the express consent of the consumer' and through a specific procedure. Thus, it is required that the issuing company requests consent, and such a request must specify both the method of receiving the electronic invoice and the possibility and procedure for revoking consent to receive an electronic invoice instead of a paper one."

Likewise, the Court indicates that, "as is evident, the fact that the waiver of the right to receive the paper invoice and the acceptance of the electronic invoice by the consumer must be expressly requested by the company and also gather certain information about receiving the electronic invoice, the revocation of consent absolutely excludes the possibility of the electronic invoice being included in the general conditions of the contract, of necessary and unconditional acceptance prior to any subsequent change or option."

Source: [Judicial Power of Spain](#)