[DE] No Guaranteed Right to Cancel Pay-TV Subscription

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In a ruling of 13 March 2003, the Bundesgerichthof (Federal Supreme Court - BGH) decided that pay-TV subscribers have no legal right to cancel a subscription agreement. Such agreements do not necessarily need to include a clause concerning power of revocation in favour of the subscriber.

The plaintiff had referred to Article 505 para. 1 no. 2 of the Bürgerliches Gesetzbuch (Civil Code - BGB), under which consumers are legally entitled to cancel hire purchase agreements concerning goods of the same kind. Since this rule only applies to goods (and not services), it would only apply by analogy in this case. However, the BGH ruled that there was no suitable loophole in the law to justify such an application. The legislator had not believed it was sensible for contracts of service to be covered by the rules governing hire purchase agreements. It had also refrained from establishing a general legal principle entitling consumers bound by long-term contracts with payments outstanding to cancel such agreements.

Urteil des Bundesgerichtshofs vom 13. März 2003 - I ZR 290/00

Ruling of the Federal Supreme Court, 13 March 2003 - I ZR 290/00

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