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Handbook on ASEAN Consumer Protection Laws and Regulations

The ASEAN Secretariat
Jakarta



one vision
one identity
one community

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Foreword

Improving consumer protection and welfare are important priorities in the integration of the ASEAN Economic Community (AEC), given the rising purchasing power of ASEAN consumers following consistent economic growth over the last few years. Protection is also needed for consumers engaged in e-commerce and for those who shifted from traditional brick and mortar to online businesses against misinformation, fraud and deception during the COVID-19 pandemic, which not only undermines public confidence, but has also compounded public health challenges.

In this regard, the launch of the ASEAN Online Business Code of Conduct was timely as it provided a code of practices for online businesses in the region. The Code's influence and adoption will be further expanded under the ASEAN Comprehensive Recovery Framework (ACRF), ASEAN's exit strategy to help economies recover from the COVID-19 crisis.

The ASEAN Strategic Action Plan on Consumer Protection 2025 (ASAPCP 2025) and the changes made consequent to the Mid Term Review of the ASAPCP 2025 also seek to address some of these challenges. For example, the ASAPCP 2025 seeks to establish an ASEAN Online Dispute Resolution (ODR) Network. A feasibility study recently concluded that such a network can be established.

This network, once established, will help resolve cross border consumer related disputes through online means. It would benefit both local and cross-border trades and help grow the business of ASEAN Micro, Small and Medium Enterprises (MSMES).

This handbook sets out the progress of the ASAPCP 2025 and how completed deliverables may guide ASEAN Member States to maintain and improve consumer confidence in the region. These include the regional information campaigns to enhance consumers' awareness on the risk of online shopping, access to remedies and deception and misleading advertisement.

In its second edition, this handbook provides consumers with (i) updated information on ASEAN's laws and regulations on consumer protection; (ii) consumer protection agencies of ASEAN Member States, (iii) complaints mechanisms available for redress and remedy; and (iv) information on national consumer associations.

Additional chapters are also added to the handbook on relevant topics such as (i) Consumer protection in E-Commerce; (ii) Interface between consumer protection and competition policies; (iii) Consumer protection and sustainable consumption; and (iv) case studies from ASEAN Member States on successful consumer protection advocacy.

Once again, I would like to acknowledge, with special appreciation, the contribution of the ASEAN Committee on Consumer Protection (ACCP), the German Federal Ministry for Economic Cooperation and Development (BMZ) and the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH for their guidance and financial support.



DATU LIM JOCK HOI
Secretary-General of ASEAN



Jakarta, March 2021

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Introduction

The ASEAN Economic Community (AEC) by 2025 is envisaged to be a highly integrated and cohesive; a more competitive, innovative and dynamic as well as a resilient, inclusive and people-oriented, people-centred community, which generates prosperity for all stakeholders including consumers and business.

The development of a dynamic economy and a people-oriented, people-centred ASEAN cannot take place without strengthening the consumer protection framework of ASEAN Member States. With a market of over 600 million consumers, increasing purchasing power and a young demographic profile, ASEAN represents a growing marketplace for businesses to sell its products and services. Consumer protection policies and laws are therefore a necessary adjunct to ensure consumers buy with trust and confidence and businesses abide by a code of good conduct that enhance consumers' trust. Furthermore, consumer policies and laws would also need to respond to new and emerging challenges and opportunities facing ASEAN. This includes cross-border e-commerce and other new trading and payment methods resulting from globalisation and technological advancement, requiring governments to find innovative ways to protect and promote the interests of consumers.

Hence, as an integral part of the AEC 2025, consumer protection has an important role in supporting a modern, efficient, effective and fair market place in the Community. This will require comprehensive and well-functioning national and regional consumer protection systems enforced through effective legislation, with attendant public awareness outreach and redress mechanisms. These strategic measures are highlighted in the AEC Blueprint 2025 which is the AEC's ten-year blueprint towards achieving the goal of an integrated Community including in the area of consumer protection. At the sectoral level, the strategic measures of the Blueprint were further elaborated under the ASEAN Strategic Action Plan for Consumer Protection (ASAPCP) 2025 into specific initiatives and activities.

The work on consumer protection in ASEAN is carried out by the ASEAN Committee on Consumer Protection (ACCP). This Committee was established in 2007 and is represented by officials of commerce ministries or dedicated agencies in charge of consumer protection. The initial focus of the ACCP has been to ensure that consumer protection legislation is in place in all

AMS, consumer access to information is enhanced, mechanisms for consumer redress and recalls are effective and running, and institutional capacity are strengthened. These are reflected in the strategic approaches under the previous ACCP work plan (2012-2015), and significant progress has been made in the last nine years, and which is now further pursued under the ASAPCP 2025.

The ACCP has placed significant emphasis on building the capacity of agencies to enforce consumer laws, as well as enhance awareness on consumer rights through various capacity building and advocacy activities. In particular, these have been implemented through the development of public awareness and advocacy models and guidelines, the publication of 24 policy digests and four case studies, the convening of ASEAN Consumer Protection Conferences, and the development of training modules in six core areas including on product safety and labelling. The ASEAN Consumer Protection Portal was also set up to serve as the main reference point for ASEAN consumers and others on matters pertaining to recalled/banned products, consumer redress mechanism, training and education information, as well as a point of reference for consumer legislation and regional activities.

Moving forward under the ASAPCP 2025, the focus will be on ensuring a more integrated consumer protection framework in ASEAN; supporting activities towards a higher level of consumer empowerment and protection; ensuring enhanced consumer confidence in the AEC and cross border transactions as well as mainstreaming consumer concerns into ASEAN policies. In addition to these four areas, supportive measures were incorporated to reflect additional efforts that focus on new and emerging consumer issues, developing long-term capacity building programmes to assist AMS to implement its consumer protection legislations and strengthening of the ACCP.

As part of the advocacy and awareness objectives under the ASAPCP 2025, the ASEAN Handbook is being published to provide more detailed information in a single point of reference for consumers and other stakeholders. The Handbook provides brief overview on the meaning and scope of consumer protection, consumers and businesses rights and responsibilities, the set-up of consumer laws as well as related dispute

resolution mechanisms. The Handbook also compiles the available information on consumer protection in AMS with a key section on AMS consumer protection laws and regulations. There is also specific information on consumer protection mechanisms in AMS in six specific areas covering product safety and labelling; phone and internet services, and e-commerce; consumer credit

and banking; environment; healthcare services; and professional services, with another section covering the contact details of related agencies and associations dealing with consumer protection.

This version of the Handbook has been updated from its first edition, released in 2018.



PART I

Consumer Protection System

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What is Consumer Protection?

Consumer protection refers to the measures that aim to protect and promote the well-being and/or financial interests of consumers. Consumer protection measures, including consumer education, mobilisation and representation, work to ensure that consumers can make well-informed decisions about their choices and that producers and sellers will fulfill their promises about the products and services they offer.

A consumer protection system may consist of several elements, including but not limited to a principal consumer legislation; other sector-specific laws, rules and regulations protecting the interests of consumers in specific areas; institutional structure to enforce the laws; and the existence of non-governmental organisations working to protect the interests of consumers.

Why is Consumer Protection important?

Consumer protection is important because consumers in any modern market economy often experience information asymmetry and a significant imbalance of bargaining power as compared to producers and sellers of products and services.

In competitive markets, producers and sellers must gain new sales and/or clientele by satisfying consumer needs. This is done through increasing the range of choices and available offers at acceptable prices, so that consumers will not turn to another producer or seller.

However, producers/sellers may not always act competitively and very often would resort to unfair means, for example offering low-quality products at

lower prices while misleading the consumers to believe that the products offered are of good quality. As a result, consumer interests are affected. Not only consumers do not receive a fair value for their money, their health and safety could also be adversely affected by the unsafe or defective products and services.

Hence, the need for interventions, either by consumer protection agencies, consumer organisations, or any other relevant stakeholders, in accordance with rules and regulations laid down to protect the legitimate interests of consumers.

Who is the “Consumer”?

It is important to note that there is no universally agreed definition of the term ‘consumer’. Different laws of different countries might define the term differently depending on their varying purposes, contexts and needs.

A ‘consumer’ might be generally understood as a purchaser of goods and services for the personal satisfaction of themselves or other members of their households, as distinct from use to generate further income.

It follows that the main characteristics of consumer protection statutes are that the supplier acts in the course of a trade or business, the recipient is a private individual or entity that acts in a private or not-for-profit capacity. However, it is important not to limit the term ‘consumer’ to only contracting parties, as that might exclude the end user of goods and services.

This Handbook offers no standard definition of the term ‘consumer’. Readers would find different country definitions of the same term in Part IV of the Handbook on Consumer Protection in the ASEAN Member States.

Consumer Rights and Responsibilities

The prevalence of deceptive practices and irregularities in the market means that governments have to intervene to safeguard the interests of consumers by recognising and upholding their rights in various legal instruments, including consumer protection laws.

The United Nations' Guidelines for Consumer Protection (UNGCP),¹ a set of principles first adopted by the UN General Assembly, sets out the main characteristics of effective consumer protection legislations, enforcement institutions and redress systems, and recognises eight basic consumer rights and responsibilities.

Consumer Rights:	
1	The right to satisfaction of basic needs - To have access to basic, essential goods and services: adequate food, clothing, shelter, health care, education, public utilities, water and sanitation
2	The right to safety - To be protected against products, production processes and services which are hazardous to health or life
3	The right to be informed - To be given the facts needed to make an informed choice, and to be protected against dishonest or misleading advertising and labelling
4	The right to choose - To be able to select from a range of products and services, offered at competitive prices with an assurance of satisfactory quality
5	The right to be heard - To have consumer interests represented in the making and execution of government policy, and in the development of products and services
6	The right to redress - To receive a fair settlement of just claims, including compensation for misrepresentation, shoddy goods or unsatisfactory services
7	The right to consumer education - To acquire knowledge and skills needed to make informed, confident choices about goods and services, while being aware of basic consumer rights and responsibilities and how to act on them
8	The right to a healthy environment - To live and work in an environment, which is non-threatening to the well-being of present and future generations
Consumer Responsibilities:	
1	Critical awareness - The responsibility to be more alert and questioning about the use of, and the price and quality of goods and services we use
2	Action - The responsibility to assert ourselves and act to ensure that we get a fair deal. As long as we remain passive consumers, we will continue to be exploited
3	Social concern - The responsibility to be aware of the impact of our consumption on other citizens, especially disadvantaged or powerless groups, whether in the local, national or international community
4	Environmental awareness - The responsibility to understand the environmental consequences of our consumption. We should recognize our individual and social responsibility to conserve natural resources and protect the earth for future generations
5	Solidarity - The responsibility to organise together as consumers to develop the strength and influence to promote and protect our interests

¹ The UNGCP is downloadable from <http://unctad.org/en/PublicationsLibrary/ditccplmisc2016d1_en.pdf>

Scope of Consumer Protection Law

A comprehensive legal framework for consumer protection might include, but is not limited to the following elements:

- The **rights of consumers** as protected by law – rights such as right to safety, choice, information, education, fair price, representation and redress, etc., as mentioned above;
- **Basic principles** or general policy on consumer protection;
- A **definition** of the ‘consumer’;
- The **coverage of the supply of consumer goods and services**, and consumer transactions, which sometimes might include the provision of professional services (doctors, dentists, lawyers, engineers, architects, etc);
- The imposition of pre-contractual **disclosure requirements** on the products sold or services provided, covering price and tariffs, as well as contract terms;
- The **prohibition of unfair terms** in consumer contracts, and provisions related to standard-form contracts and general trading conditions;
- The **prohibition of false, misleading or deceptive advertising** and other dubious forms of commercial communication;
- The **prohibition or restriction of commercial practices** that are considered to be misleading, aggressive or unfair to the consumer, and/or practices which are considered unconscionable;
- The **creation of consultative bodies** comprising of representatives of the government, industry, consumer and other relevant stakeholders--which could also be inter-ministerial--to proactively address systemic consumer problems and recommend legislations and other consumer protection measures;
- Issues related to **product and service safety and provision for standard setting**, notification of unsafe products and recall of defective products;
- The **facilitation of compensation of consumers** for defective products by introducing the principle of strict liability wherein defective products have caused material losses, personal injury or death to consumers;
- The **establishment, structure, powers and functions of government agencies** responsible for policy-making and law enforcement on consumer protection (‘Consumer protection agencies’), which could be cross-sectoral or sector-specific;
- The **establishment of special tribunals**, more recently **Alternative Dispute Resolution (ADR) and Online Dispute Resolution (ODR) systems** where simplified rules of procedure and evidence are created to hear consumer complaints. They usually facilitate consumers’ access to justice by allowing collective redress procedures. In such cases, they may confer upon a public officer, and in some instances social action groups such as consumer associations, the right to commence litigation on behalf of a consumer or a group of consumers; and
- **A range of remedies**, including rescission, in which consumers’ right to damages (including punitive damages), injunctive and declaratory relief are provided for.

Some countries could also have separate legislations/statutes to provide more detailed regulations on such issues as product quality and safety, product liability, unfair contract terms, or to provide for the establishment and powers of consumer protection agencies special tribunals, ADR, or consumer case procedures.

Very often, countries could also adopt sectoral rules on consumer protection, or incorporate a set of provisions related to the protection of consumer interests in sectoral laws and regulations, e.g., telecommunications, e-commerce, consumer credit and banking, healthcare, professional services, and transportation services such as civil aviation. The responsibilities and powers to protect consumers in these sectors could be given to the consumer protection agencies, or to the respective regulatory bodies, or to line ministries, or be shared amongst these relevant agencies.

Consumer Protection Agencies

In addition to adopting a comprehensive law on consumer protection to serve as the legal framework, countries would often establish a new agency to take charge of consumer protection matters in its territory. Alternatively, such powers and responsibilities could also be vested with an existing one, which is often the ministry of industry and trade or commerce, which would set up or assign a specific department to oversee all consumer-related affairs. Such agencies, here below commonly referred to as the 'consumer protection agencies' would have one or more than one of the following powers and responsibilities:

- Enforcing consumer protection (and competition) laws;
- Registering and issuing licences for certain designated types of business activities;
- Issuing administrative rules to regulate conduct of business entities and ensuring the protection of consumer interests;
- Advising the government on appropriate measures for consumer protection;
- Representing the consumer interest in other intergovernmental committees;
- Advising consumers and businesses of their rights and obligations under the relevant consumer protection laws;
- Conducting, or commissioning market surveys and research into consumer protection problems;
- Conducting or commissioning product testing for safety and quality, and disseminating information to consumers;
- Managing and/or monitoring the performance of consumer tribunals or other mechanisms for the handling of consumer claims;
- Consulting with relevant stakeholders to understand consumer issues and developing policy to address problem areas;
- Organising public education and information programmes independently or in collaboration with consumer organisations or business entities; and
- Representing the national consumer interests at regional and international negotiations on individual cases and discussions of regional and international policies.

Where the agency's role is not interventionist in nature, its functions could be advisory to ensure that both businesses and consumers are informed of their rights and responsibilities through public education and information programmes. The agency could also play a representative role within the government to comment and make recommendations on consumer protection laws and other related laws that would have an impact on the consumer interests.

While there are several models to choose from, the functions of the consumer protection agency are quite similar, as listed above, whether it is part of the government or an autonomous entity. Some agencies, though independent in structure, are still dependent on the government for their operating costs and are answerable to the minister charged with the responsibility and, as public bodies, to national parliaments or assemblies.

Where the responsibilities and powers for consumer protection are not centralised into one single agency, but shared amongst different public bodies, the consumer protection agency could and should still play a central role of coordinating amongst these bodies, to ensure policy coherence, and avoid the problems of overlapping mandates, duplication or negative forum-shopping, while according the consumers with the highest level of protection possible.

Consumer Organisations/Associations

A consumer organisation/association is a membership-based non-governmental non-profit body created to promote the interests of consumers of goods and services, by disseminating information and lobbying for laws to protect consumers against producers or sellers, who may usually be better organised or have more resources.

Citizens often gather together to form consumer organisations/associations on the basis of their recognition that:

- There is a need for an independent party which is non-political and non-commercial to voice the issues that impact on consumers in a market economy;
- There is a need for the views of the under-represented, i.e., the inarticulate and disadvantaged to be heard in order to address the disparity in

bargaining power, knowledge and resources between consumers and business; and

- Consumer organisations/associations would be an effective avenue to collectively exercise the civil rights of disadvantaged/vulnerable communities/groups or those with disabilities to be represented and heard before decisions affecting them are taken.

There may be vast differences in the manner in which consumer organisations/associations operate. In well-developed economies, where the public is relatively well-educated and well-resourced, comparative testing and provision of sound information to consumers have been the main roles of many consumer organisations/associations. Millions of consumers subscribe to the publications of these organisations and are willing to pay for the independent and well-researched information and advice contained in them on products and services. In developing countries, consumer organisations/associations often take a basic-needs approach and are involved at the local level in raising the awareness of consumers about their rights while advocating and representing consumer interests at the national level. They, however, may be faced with resource constraints in providing detailed information on products and services to consumers.

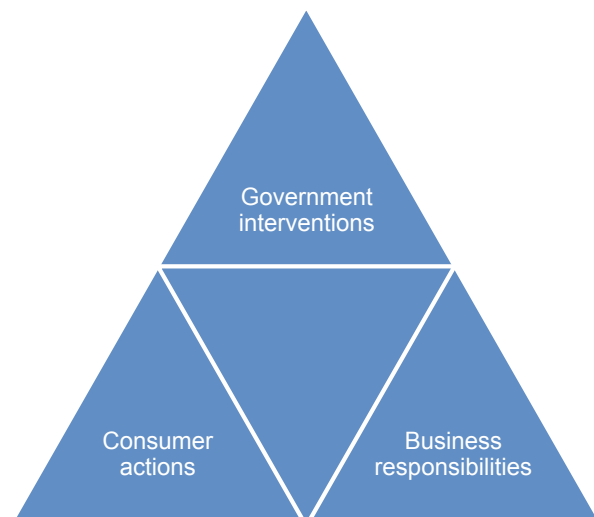
Nevertheless, in many countries now, consumer organisations at national and local levels have undertaken a wide range of actions that draw on their well-honed skills in independent research, advocacy, testing and publishing. A majority of these actions involve:

- educating consumers with a view to changing their attitudes and behaviour;
- providing consumers with timely information about popular products and services;
- monitoring and exposing misleading “claims” by product manufacturers and advertisers, and helping governments draw up codes of practice, laws and regulations that outlaw them;

- researching “labelling” schemes to help consumers identify ethical and “green” products;
- conducting campaigns in response to specific consumer-related problems;
- advocating for the interests of consumers at relevant national, regional and international fora; and
- networking and cooperating with other NGOs on consumer issues of shared concern and interest.

Responsible Business

In addition to *governments’* interventions in the market to protect consumers, be it disciplinary in nature through the enforcement of laws and regulations, and/or imposition of sanctions and remedies, or educational and information-based; and in addition to *consumers’* self-protection actions, such as through the formation of consumer organisations/associations and participation in campaigns to protect their own right and interests; *business* also has an important role to play vis-a-vis consumer protection. Business is in fact the third component that completes the triangle for a comprehensive consumer protection system.



Principles for Good Business Practices under the UNGCP:	
	Fair and Equitable Treatment - Businesses should deal fairly and honestly with consumers at all stages of their relationship.
	Commercial Behaviour - Businesses should not subject consumers to illegal, unethical, discriminatory or deceptive practices, or other improper behaviours that may pose unnecessary risks or harm consumers.
	Disclosure and Transparency - Businesses should provide complete, accurate and not misleading information regarding the goods and services, terms, conditions, applicable fees and final costs to enable consumers to take informed decisions.
	Education and Awareness Raising - Businesses should, as appropriate, develop programmes and mechanisms to assist consumers to develop necessary knowledge and skills to take informed decisions.
	Protection of Privacy - Businesses should protect consumers' privacy through a combination of appropriate control, security, transparency and consent mechanisms relating to the collection and use of their personal data.
	Consumer Complaints and Disputes - Businesses should make available complaints-handling mechanisms that provide consumers with expeditious, fair, transparent, inexpensive, accessible, speedy and effective dispute resolution without unnecessary cost or burden.

Customers are the lifeline of most business. In order to ensure long-term sustainable growth and success for their business, business proprietors and managers need to be able to understand consumer demands and anticipate future trends; pay close attention to consumer opinion polls, feedback, and attitudes; and respond to consumer complaints in a timely and effective manner; in addition to constantly improving product designs, production and delivery. This is based on the recognition that the relationship between consumers and business does not just happen during a transaction; but starts from the initial stages of market research, marketing

and advertising; and extends beyond the actual supply of goods and services to customer care, warranty and repair, etc.

As products or services can be defective or there is need for more product and service information, companies are increasingly setting up customer hotlines, inquiry desks and consumer complaint-handling sections/departments to respond to the needs of consumers.

Dispute Resolution and Redress

Fostering the development of effective, no-cost ways for consumers to resolve their disputes and obtain effective remedies (i.e., repair or replacement of defective goods, more information, apologies or monetary compensation for losses) is an important objective of all consumer protection systems. The particular features of consumer disputes require tailored mechanisms that can provide consumers with access to remedies that do not impose costs, delays and burdens disproportionate to the issues in dispute.

Consumer protection laws of different countries provide for one or more mechanisms for consumer dispute resolution and redress described below.

Internal complaints handling procedures by business

Complaint handling processes within businesses are an integral element of consumer dispute resolution and redress systems. The efficient and effective handling of consumer complaints at the earliest stage can bring benefits to businesses and consumers alike, alleviating the need for remedy to more costly and time-consuming external mechanisms in the vast majority of cases. As with other informal mechanisms, however, recourse to internal complaints handling processes will not be effective in cases where consumers have been the victims of illegitimate businesses or fraudsters.

In recent years, many technology-based companies have introduced online dispute resolution (ODR) systems. An ODR system will allow consumers to lodge a complaint electronically, which will then be responded with a refund, replacement or other restitution without

further or much human intervention. Cost and time-saving to businesses can be substantial while consumers may receive almost instant redress.

Alternative Dispute Resolution (ADR)

Where efforts to resolve disputes directly with businesses fail, alternative dispute resolution (ADR) can offer consumers a quick, effective and cost-free way to obtain a remedy without the burden and expense of commencing litigation in the courts. There are a wide variety of ADR mechanisms. Some of the most common forms are mediation, conciliation, assisted negotiation, and arbitration.

Mediation, conciliation, and assisted negotiation are all consensual processes whereby a neutral third party facilitates communication between the parties to help them reach agreement. Arbitration is an adjudicative process whereby a neutral third party gathers information from both parties and makes a decision that is most often intended to be legally binding and final.

Increasingly, information and communications technology (ICT) is being used to implement online forms of ADR.

Small Claims Procedures

Recognising that the regular court system is beyond the reach of consumers with low value claims, many countries, including some in the ASEAN region, have introduced simplified court procedures for small claims. These procedures are designed as less formal alternatives to traditional civil court proceedings, allowing individuals to resolve disputes and obtain redress at a cost and burden more proportionate to the amount of their claim. Being independent, binding and enforceable, small claims procedures offer consumers the main benefits of the judicial system without the high costs, delay and procedural complexities procedures associated with the regular courts.

Private Collective Action Lawsuits

In recent years, more countries are adopting procedures for legal action to be filed by groups of private individuals who have suffered similar harms as a result of the actions of the same defendant. Typically associated with the class action lawsuit in the United States, lately this type of action has been gaining in popularity in many

other countries as a consumer redress mechanism (albeit often in a more limited form). Collective action can be particularly useful in cases where large numbers of consumers have each suffered losses. It offers an avenue for redress to consumers who, due to the low value of the claim, would not be willing to undertake the burden and cost of legal action individually. As collective action procedures enable the aggregation of small value cases, they are also powerful tools for enabling major litigation in high value cases.

Legal Actions by Consumer Organisations

In some countries, the rights of consumers to take private legal action are supplemented by rights provided to consumer organisations to file lawsuits on behalf of a consumer or, more frequently, a group of consumers. Like private collective action lawsuits, actions by consumer organisations can be particularly useful in cases of widespread consumer harm, providing a mechanism to prevent or remedy wrongful conduct by a defendant that may otherwise go unchecked. However, due to high litigation costs, difficulty in assembling evidence and succeeding claims, legal actions by consumer organisations are rarely taken.

Government-obtained Redress

Consumer protection laws could also grant statutory authority to government officials to bring legal actions to protect consumers. The organisational forms for these governmental consumer protection bodies vary from countries to countries, ranging from consumer ombudsman offices, to independent commissions, to directorates or divisions within a ministerial branch of the government (e.g., sector regulators).

Government consumer protection agencies could apply – either directly or via the courts – a number of different types of remedies address marketplace violations. They can be broadly characterised as conduct remedies and monetary remedies. Conduct remedies can involve injunctions, cease-and-desist orders and related measures. Monetary remedies can take a variety of forms, including fines or civil penalties, which are intended to deter violations of the law, and disgorgement orders, which deprive a wrongdoer of the profits of the unlawful activity. The proceeds of both of these remedies end up back in government treasuries.

Another type of monetary remedy is an order for monetary redress. Orders for monetary redress aim to recover monies wrongfully obtained by a producer or seller for return directly to injured consumers. In addition to alleviating consumer injury, redress orders serve a deterrent function by denying the wrongdoer of the ill-gotten gains.

Interfaces between Consumer Protection and Competition Law

Competition policy and law is often considered complementary to consumer protection. Both share the ultimate objectives of ensuring market efficiency and promoting consumer welfare. However, they achieve these objectives through closely related, but decidedly different means and mechanisms.

Consumer protection focuses on dealings between producers and consumers, to prevent the former from violating the legitimate rights and interests of the latter by exploiting information asymmetries or unequal bargaining power. Meanwhile, competition law focuses on ensuring fair competition between competitors, which would ultimately benefit consumers through the availability of choice, as well as new or improved and more affordable products and services.

Competition law is traditionally centred around three pillars of anti-competitive conduct: anti-competitive agreements, abuse of dominance, and anti-competitive mergers. Unless treated as a *per se* offence, the investigation and adjudication of these competition law concerns require complex economic analysis of the effects of the conduct. Even when only one or a few companies are involved, the investigation will generally consider implications across an entire industry/sector, taking into account business actors beyond the relevant parties.

By contrast, consumer protection cases are much more fact-based, without a requirement for complex economic analysis. With the exception of dealing with abusive conduct or defective products that affect a large number of consumers in the market, handling consumer disputes typically consists of determining harm(s) inflicted upon individuals, as a basis for appropriate remedies and/or redress. Furthermore, while competition concerns may

affect entire sectors, consumer protection problems are often related to the facts surrounding a specific transaction, or certain classes of consumers and products.

Despite the potentially narrow focus on specific transactions or products, consumer protection is arguably broader than competition law in terms of the range of conduct it addresses. Consumer protection law is not only concerned with whether some conducts are potentially unfair but also addresses a spectrum of issues across multiple sectors, such as deceptive and misleading practices, consumer health and safety, labeling as well as disclosure and privacy. Consumer claims tend to be of high volume and low value. As a result, the number of consumer complaints and problems in any single jurisdiction may far exceed the number of competition law cases.

Another difference lies in the nature of the legal and regulatory frameworks for consumer protection and competition. With the exception of competition provisions contained in sector-specific laws in some cases, competition issues are often consolidated in one comprehensive statute and, aside from private actions, fall under the auspices of a single regulatory authority – the competition agency. In a number of jurisdictions, competition laws also include consumer protection provisions prohibiting unfair commercial practices.

Meanwhile, consumer protection issues are often spread out across a number of laws and regulations that might include the consumer protection law, contract law, advertising law, health and safety laws, laws and regulations on standards, labeling, weights and measures, etc. and other sectoral legislations. As a result, while many jurisdictions have established a centralized consumer protection agency, the mandate for implementing consumer protection actions might still be shared by other government authorities, sector regulators, and ministries, with the participation of industry bodies and consumer associations.

Despite these differences, many countries chose to assign enforcement duties under both competition and consumer protection laws to a single agency. In the ASEAN region, this has been the approach adopted by Singapore and Viet Nam. In other countries, such

as Lao PDR, Cambodia, and Myanmar, both duties are assigned to the ministries of commerce. This might be in consideration that such a hybrid model provides advantages, notably operational efficiencies, centralized control, as well as access to resources and cross-fertilization between the two enforcement regimes, for example in relation to market surveillance, research and policy advice.

There is an additional potential benefit of hosting both competition and consumer protection law enforcement in the same regulatory authority for younger competition regimes. Competition law can be quite challenging for most stakeholders to appreciate as many issues are generally complex and may not appear as significant at the individual transaction level. There is often a sharp educational curve in these jurisdictions, and it may be difficult for the regulatory authority to obtain political support and public approval. That said, consumer protection issues are much more accessible for stakeholders. This can become an advantage to the relevant authority in obtaining funding and providing opportunities for advocacy, education and trust-building. Given the comparatively low incidence of competition cases, consumer protection actions offer a viable opportunity for regulators to enhance their visibility and reputation.

Consumer Protection in the Digital Economy

The advancement of the digital economy has brought about considerable opportunities and benefits for consumers in ASEAN and around the world. Consumers now have access to a diverse range of purchase options which may include both better and cheaper products and services than may be otherwise available from local suppliers.

E-commerce allows consumers to enter into transactions with suppliers that may be physically located anywhere throughout their own country, internationally, or those with only a virtual presence. Traditional person-to-person transactions that need to be conducted during business hours are now replaced by online transactions which can happen at any time, through a variety of means and devices, and with greater convenience and efficiency. E-commerce enables consumers to compare amongst

different suppliers and/or products, thus reducing transaction costs significantly. Last but not least, it facilitates efficient consumer complaints-handling and dispute resolution, such as direct communication with suppliers, public feedback, usage of online channels for consumer complaints, and more.

At the same time, e-commerce creates significant challenges for consumer protection. In general, by expanding the temporal and geographical boundaries of transactions, e-commerce unavoidably magnifies traditional consumer protection concerns, notably about product quality and safety, information asymmetries, unfair commercial practices, producers' and/or sellers' liabilities not only in terms of scale and scope. It comes with additional complications, such as the lack of clarity in identifying relevant parties, determining applicable rules and jurisdictions, and/or enforcing dispute resolution decisions/results across borders.

Some of the notable issues of consumer protection in the digital economy include:

- **Privacy and Security** – Major concerns relate to ensuring security while respecting privacy; determining the applicable legal regimes, protection and liability; obtaining appropriate consent from consumers; mechanisms to protect personal and transactional data; as well as notification and redress in case of data breaches.
- **Transparency and Disclosure** – With some overlaps with the aforementioned concerns, the main problem consist of proper disclosure of relevant policies (pricing, shipping, privacy, purchase conditions, replace and returns, warranty, etc.), and product information, including language(s) for disclosure; determining applicable legal regimes and rules for dispute settlement; as well as identification of relevant parties.
- **Ownership** – An important challenge concerns the variability of ownership paradigms whereby the title to some products can be acquired, some can only be licensed and some will be subject to a combination of both. This may have far-reaching implications for consumer protection under different legal regimes.
- **Identification and Accountability** – Since transactions are no longer directly or physically conducted, there is a concern that consumers

may not be able to easily identify with whom they are actually transacting. This can be particularly problematic where the transactions involve a number of parties spread over multiple jurisdictions, which in turns makes it difficult to determine liability and which legal rules should apply.

- **Choice and Discrimination** – While e-commerce provides consumers with a greater range of purchase options, it also may provide an opportunity for suppliers to discriminate and limit consumer choice. This can be accomplished not only by using technologies such as geo-tracking, but also by collecting information about individual consumer choices and movements online, with the aim to ‘personalize’ the products and price options available to certain consumers. Alternatively, options may not be specifically limited but the order in which they are presented may vary on a geographical or individual basis, thereby unduly influencing consumption choices and decisions.
- **Network and Lock-in Effects** – Network effects occur when certain digital products gain more value through the increased number of users, which can create difficulty for potentially competing products, including new technologies, as consumers are already ‘locked-in’ the respective platforms or technologies. Unless interoperable standards are utilized, consumer choices could be negatively affected with respect to the options available within a given operating environment as well as the costs incurred when changing networks. Closed networks may also have negative implications regarding control and use of data, and/or consumer consent.
- **Safety** – Examples of potential safety issues include the sale of expired, damaged or defective products online, or products sold for uses for which they are not designated or designed. Such practices are more likely to arise in e-commerce transactions, given the potential lack of appropriate disclosure, the widespread locations of transactional parties, and the different laws and regulatory regimes that apply. Other problems involve products that have not been approved, or approved for specific uses in the country of purchase; missing labeling in local language; lack of accountability and liability concerning quality and safety; along with other issues that may arise from transportation.

In addition, there are numerous other challenges for consumer protection in e-commerce at the national, regional and international levels. Regulatory frameworks will have to be modernized in order to effectively address the complexity and scale of emerging consumer protection issues in the digital economy. Countries need to step up cooperation and collaboration efforts at the regional and international levels, whilst considering to align differing national standards and regulatory regimes. Finally, as digital problems call for digital solutions, mechanisms, such as Online Dispute Resolution (ODR) should be widely adopted.

Consumer Protection in a Cross-Border Context

As most laws, consumer protection laws are essentially national in scope. However, in the face of deepening regional integration in the ASEAN Economic Community (AEC), which promotes more cross-border trade and online transactions, a national focus may no longer be sufficient to effectively address all emerging issues. Consumer protection laws and agencies therefore must find a way to bridge differences in national regulatory regimes and applicable standards that adequately ensure consumer safety, access and privacy.

The continuing growth in cross-border online transactions renders consumers vulnerable to fraudulent, deceptive and other unfair marketing practices; it also increasingly exposes them to potentially unsafe, untested and even prohibited products from foreign suppliers. When faced with problems involving sellers or suppliers from outside their country, it is not clear to consumers whether and how their rights can be enforced, or what avenues for dispute settlement are available. This uncertainty may prompt them to not continue engaging in e-commerce transactions with foreign traders. At the same time, businesses based in one jurisdiction may deliberately pursue a strategy whereby consumers from another jurisdiction are targeted so as to avoid regulatory oversight or enforcement actions. This could further erode consumer confidence and trust in cross-border e-commerce, undermining government efforts towards trade liberalization and integration.

In order for cross-border transactions to flourish within the ASEAN Economic Community (AEC) and internationally, consumers must have the same level of confidence in transactions no matter where the seller is located. They must also be able to have trust in other matters, such as product quality and safety, privacy and security, reliability of the sellers, and ultimately the availability of effective complaints-handling and enforcement mechanisms, etc. This presupposes that ASEAN Member States put in place measures and mechanisms to make sure that “consumers in e-commerce are protected”, in accordance with the ASEAN High-Level Principle No. 8.

Consumer confidence and trust requires not only the disclosure of relevant information in a manner that the consumer may reasonably access and comprehend; consumers also need to possess the ability to identify relevant standards and legal protections in international transactions. It furthermore necessary that mechanisms are set up that allow for handling and settling consumer complaints across jurisdictions. This, however, entails that existing regulatory frameworks are gradually aligned, which can pose a challenge given the heterogeneity of national consumer protection systems in ASEAN.

Gaps in regional or international enforcement are presently being addressed through private systems that avoid the technical hurdle of dealing with jurisdictional limitations of national consumer protection laws. For example, e-commerce platforms and online payment systems, such as Amazon, PayPal or AliExpress, have created their own internal consumer dispute resolution systems that have become internationally applicable.

Unlike private entities that are free to establish policies for governing their own transactions or those related to their services, national and regional governments generally must find means to expand the reach of national laws, or otherwise work towards some form of standardization, harmonization and cooperation. This may include formal mechanisms, such as legislations, international agreements, conventions, or memoranda of understanding, along with informal means, such as information exchange, informal requests for cooperation, provision of technical assistance or participation in international workshops, training courses and international networks.

In many cases, it can be expected that national consumer protection laws will have to be amended so as to allow or increase the ability of relevant regulatory authorities to cooperate on issues, such as standards development, agency-to-agency information sharing, investigative assistance, dispute resolution and enforcement of redress. In this connection, the International Consumer Protection Enforcement Network (ICPEN), comprising over 60 regulatory authorities from around the world, provides a forum for its members and other relevant organizations to discuss consumer protection issues and best practices, share information, and promote cooperation between consumer protection authorities. Among others, ICPEN has established econsumer.gov, which allows consumers to lodge cross-border complaints. At this, some inspiration for the future work in ASEAN may be drawn from the good practices set forth by ICPEN.

Consumer Protection and Sustainable Consumption

The right to live in a healthy environment is one of eight fundamental consumer rights recognized by many countries around the world. However, as this right is seldom enshrined in consumer protection legislation, encouraging it requires strong educational efforts in cooperation with multiple stakeholders and across sectors.

Sustainable consumption is defined as “the consumption of goods and services that have minimal impact upon the environment, that are socially equitable and economically viable, whilst meeting the basic needs of humans worldwide”. Focusing on the demand side, sustainable consumption complements sustainable production practices applied by manufacturers, suppliers and service providers.

Common examples of sustainable consumption practices by consumers include reducing single-use plastics, reusing and recycling, increasing renewable energies, and switching to eco-friendly transportation, such as cycling or electric buses.

Despite its recognized role and benefits, sustainable consumption, especially in the developing world, is still faced with many barriers, including:

- low consumer awareness and insufficient education on how to shift to more sustainable consumption patterns;
- limited guidance and support from the government to incentivize businesses;
- reluctance by businesses to provide transparent product information, including accurately pricing environmental and social costs;
- persistent consumer attitudes and habits to prioritize availability, affordability, and convenience over “intangible” impacts of purchasing decisions;
- skepticism of businesses and consumers about the performance and durability of sustainable products; and
- lack of alternative sustainable products and services.

In light of these challenges, promoting sustainable consumption relies on a balanced mix of legislative and non-legislative instruments, notably:

- Regulatory measures to strengthen and enforce product standards and information;
- Voluntary schemes for industry and consumers, including fiscal and monetary incentives, environmental awards, or codes of conduct;

- Choice-influencing (i.e. encouraging consumers to choose and use more efficient and “ethical” products) and choice-editing (i.e. removing “unsustainable” products from the market); and
- Continuous consumer education, starting from an early stage, such as primary schools.

Although the promotion of sustainable consumption constitutes a shared mandate by different government entities at all levels, a special role is accorded to consumer protection authorities and consumer associations due to their proximity to consumers. Therefore, the topic of sustainable consumption may be taken up and integrated in regular consumer outreach and educational activities. Social marketing, nudging, peer influencing or community pressure have been found effective methods.

Principle No. 5 of the ASEAN High-level Principles on Consumer Protection recognizes the need for consumers to understand the impacts of their consumption decisions on the shared environment.

In line with this, the ACCP is developing a comprehensive Sustainable Consumption Toolkit, containing basic concepts, principles and good practices, that will support and strengthen campaigns on sustainable consumption at the regional and country levels.



PART II

Regional Framework on Consumer Protection in ASEAN

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Consumer protection has long been recognised as an integral part of the ASEAN economic and social integration process. As the ASEAN Member States (AMS) integrate more deeply; individuals move across borders more frequently; companies expand their business operations beyond geographical boundaries, supplying goods and services to customers based in different countries more easily; and the digitalisation of social and economic activities progresses at unprecedented paces; consumer protection has come to occupy a central place in the regional policy-making agenda.

The ASEAN Committee on Consumer Protection (ACCP)

The ASEAN Committee on Consumer Protection (ACCP) was thus established in 2007 by the ASEAN Economic Ministers (AEM). It comprises of representatives of consumer protection agencies of all ten (10) ASEAN Member States. The ACCP serves as the focal point to implement and monitor regional arrangements and mechanisms to foster consumer protection in the ASEAN Economic Community (AEC).

The ACCP's role is to ensure that consumer protection measures, including laws, regulations and policies, are in place in all AMS; consumers' access to information is enhanced, mechanisms for consumer redress and product recalls are in place, and institutional capacity strengthened. These are reflected in the strategic approaches adopted under the AEC Blueprint 2015-2025 and the more detailed initiatives under the ASEAN Strategic Action Plan on Consumer Protection (ASAPCP 2025).

The major accomplishments of the ACCP to date include:

- All ten AMS enacting their consumer protection laws respectively as of 2019.;
- The launch of the ASEAN Consumer Protection Website in 2012 (www.aseanconsumer.org);
- Notification and information exchange mechanism developed for official and voluntary recalled/ banned products where Member States are able to upload its recalled/ banned products in real time through the ACCP website;

- Convening of 2 ASEAN Consumer Protection Conferences; and
- Adoption of the ASEAN High-Level Principles on Consumer Protection in 2017.
- Launch of the Report of ASEAN Consumer Empowerment Index 2020 Pilot Project (ACEI 2020)
- 15 out of 30 initiatives under ASAPCP 2016-2025 have been completed until 2020.

The [ASEAN Consumer website](#), serves as the main reference point for matters pertaining to consumer protection issues including the provision of information on:

- AMS focal points for cross-border complaints handling;
- Notifications on recalled/banned products, also linked to the OECD Global Recalls Portal;
- Consumer protection legislations of AMS;
- Other information such as intranet for focal points, publications and workshop materials; and
- Planned e-learning materials and launch of complaints filing feature for ASEAN consumers.

With regard to COVID-19 pandemic, the ASEAN Secretariat published the ASEAN Comprehensive Recovery Framework (ACRF) that serves as consolidated exit strategy from the COVID-19 crisis. One of the focuses of the ACRF is setting broad strategy on the acceleration of inclusive digital transformation. Some of the key priorities of the Framework are to promote e-commerce and the digital economy and strengthen consumer protection. ASEAN Committee on Consumer Protection has been in close coordination with the Coordinating Committee on Electronic Commerce (ACCEC) to achieve the proposed outcomes.

The ASEAN Strategic Action Plan on Consumer Protection (ASAPCP) 2016-2025

The AMS are committed to develop a dynamic, people-centered AEC that generates prosperity for consumers and business; to build consumer confidence in fair and transparent ASEAN markets; and to achieve this by working along and together with national consumer administrations and consumer organisations.

The ASEAN Strategic Action Plan for Consumer Protection 2016-2025 (ASAPCP)², based on the strategic measures in the AEC Blueprint 2025, charts the course of the ACCP's works and contains the following strategic measures:

1. Establish a Common ASEAN Consumer Protection Framework through higher levels of consumer protection legislation, improve enforcement and monitoring of consumer protection legislations, and make available redress mechanisms, including alternative dispute resolution mechanisms;
2. Promote a higher level of consumer empowerment and knowledge by addressing consumer concerns as well as enhancing consumer knowledge and advocacy;
3. Build higher consumer confidence and cross-border commercial transactions by strengthening product safety enforcement, stronger participation of consumer representatives, and promotion of sustainable consumption;
4. Encourage consumer-related matters in ASEAN policies through impact assessment of consumer protection policies and development of knowledge-based policies; and
5. Promote consumer protection measures in products and services sectors such as finance, e-commerce, air transport, energy, and telecommunications.³

Compared to the AEC Blueprint 2015⁴, the ASAPCP 2016-2025 has shifted and deepened its priorities to touch upon more pressing issues to strengthen the institutional framework to effectively enforce consumer protection laws, promote consumer and business awareness, strengthen regional cooperation to address cross-border consumer issues and integrate consumer protection provisions into the work plans of other ASEAN sectoral bodies. The ASAPCP 2025 aims to ensure a common protection framework to enable ASEAN consumers to receive the relevant protection and fair treatment, reduce gaps in the implementation of consumer protection across the ASEAN region, and

² The ASAPCP 2016-2025 is downloadable from <<http://asean.org/storage/2012/05/ASAPCP-UPLOADING-11Nov16-Final.pdf>>

³ See <<http://www.aseanconsumer.org/accp/index.php?r=portal/article&id=53>>

⁴ The AEC Blueprint 2015 is downloadable from <<http://asean.org/wp-content/uploads/archive/5187-10.pdf>>

enhance the technical capabilities of officials, especially in the younger jurisdictions. Various initiatives under the ASAPCP 2025 once delivered, would help ASEAN to have in place effective consumer protection systems, in accordance with international norms and standards and taken into account technology developments.

As the ASAPCP has reached its halfway to the expected timeframe, the ACCP has conducted the Mid-Term Review (MTR) in 2020 to take evaluate the relevance, progresses and usefulness of the initiatives under the ASAPCP to date. During the review process, AMS have highlighted any lessons learnt in the process, as well as suggested new innovative activities, initiatives, or deliverables to be added to the Implementation Schedule for the remaining timeframe until 2025. Another development with the ASAPCP is the publication of the Report of ASEAN Consumer Empowerment Index 2020 Pilot Project (ACEI) which serves as a benchmark the national level of consumer empowerment in each of AMS against that of the region-wide level.

ASEAN High-Level Principles on Consumer Protection

The first initiative under Strategic Goal 1 of the ASAPCP 2025 proposes the adoption of a Set of High-level Principles on Consumer Protection in ASEAN, as the first step towards building a Common ASEAN Consumer Protection Framework.

The ASEAN High-Level Principles (AHLP) are intended to support AMS in their efforts to improve consumer protection as ASEAN launches the AEC. They provide the direction for a broad framework on consumer protection for ASEAN. They also provide a consistent context for those laws and arrangements and, in so doing, promote a common base level of cooperation and exchange of experiences and best practices. The Principles also have the purposes of:

- Setting benchmarks on key aspects of consumer protection;
- Address legislative and information gaps as a basis for the modernisation of consumer protection legislation;
- Provide an agreed set of criteria for peer reviews and peer learning that enhances regional cooperation and convergence in policy.

The AHLP thus constitute a broad framework of sound practices relevant to all ASEAN Member States. Broad applicability of the high-level principles, however, does not mean a one-size-fits-all approach to consumer protection. Application of these principles should be

proportionate to the level of development and tailored to the scale and scope of its markets and consumer interests over the course of the ASAPCP 2025 and beyond.

ASEAN High-Level Principles:

 <p>Principle 1 Enforcement of Consumer Protection Laws are Fair, Consistent, Effective and Proportionate</p>	<p>This principle calls for the adoption of up-to-date, comprehensive and flexible consumer protection legislations in all AMSs, which should deal with all current and emerging consumer problems. AMS should ensure that consumer protection agencies are equipped with the legal powers, necessary skills and competencies to implement the laws in accordance with best practice criteria. Risk-based methodologies should be utilised by consumer protection agencies at best to direct resources where they can have the maximum impact.</p>
 <p>Principle 2 Consumers are Equipped with the Skills, Knowledge, Information and Confidence to Exercise their Rights</p>	<p>In addition to ensuring that consumers are provided with comprehensible, accurate and relevant product information, there is a need to raise the awareness of individual consumers about their rights under existing consumer legislations by enhancing advocacy work of key stakeholders. The relevant agencies and consumer associations should also provide consumers with as much information as possible on their rights and responsibilities and how they can seek redress.</p>
 <p>Principle 3 Consumers are Protected from Harmful Goods and Services</p>	<p>Ensuring consumers' access to safe goods and services should be a collective effort of governments, businesses and consumers. Governments should adopt appropriate measures, including laws and safety regulations to ensure that products are safe for consumption and use. Governments and businesses should apply and actively comply with the national and international standards in order to ensure the safety of consumers in relation to the use of products. They should be pro-active and undertake the necessary actions to provide redress and remove harmful products from circulation. Consumers should be made knowledgeable with regards to recognising hazardous products.</p>
 <p>Principle 4 Consumers Have Access to Appropriate and Convenient Sources of Advice and Redress including Alternative Dispute Resolution (ADR)</p>	<p>It is essential that consumers have access to information to enable them to make informed choices and ready access to affordable and easy-to-use dispute resolution arrangements. This principle calls for AMS to establish in-house complaints and redress systems by businesses, national consumer complaint centres by consumer associations, small claim courts, and online dispute resolution (ODR) mechanisms <i>inter alia</i>; as well as to provide for adequate administrative penalties to act as deterrent against violations of consumer protection legislations.</p>
 <p>Principle 5 Consumers Understand the Impact of Consumption Decisions on the Shared Environment</p>	<p>Informed consumers have an essential role in promoting consumption that is environmentally, economically and socially sustainable, including through the effects of their choices on producers. AMS should promote better understanding of such impacts through the development and implementation of policies for sustainable consumption and the integration of those policies with other public policies. It is also essential that AMS governments act proactively to help consumers understand the environmental impacts of their purchasing decisions and protect consumers from misleading information.</p>
 <p>Principle 6 Strong Consumer Advocacy is Promoted</p>	<p>The consumer voice should be heard by governments and consumer representation must be effective. Governments should seek consumer views before decisions are taken on relevant industrial, trade and social policy issues. They should ensure that the development of consumer policies is based on sound evidence and should put additional resources into research and regularly poll consumers directly.</p>
 <p>Principle 7 High Levels of Cooperation between Different Levels of Government and with Business and Other Stakeholders</p>	<p>This principle calls for AMS to adopt, at the national level, a general consumer protection policy and strategy as well as planning. This can then feed down to planning at the individual organisation level with each part of the consumer protection system understanding its role and what it can contribute overall. Only with a more 'joined-up' approach within the governments, it would be possible to interact in a meaningful way with non-governmental bodies and the business community; and with counterparts across the ASEAN region.</p>
 <p>Principle 8 Consumers in E-commerce are Protected</p>	<p>This principle calls for AMS to conduct regular reviews of existing consumer protection laws and practices to determine amendments or additional subsidiary legislations needed to be implemented to provide effective protection to consumers on electronic commerce. Consumers should be informed about potential security and privacy challenges they may face in e-commerce and m-commerce and the measures which can be used to limit the risks. Specialised dispute resolution mechanisms should be established, including on-line mechanisms, to handle cross-border transactions and provide the consumers with fair outcomes.</p>

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PART III

Case Studies from ASEAN Member States

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Brunei Darussalam: Long-overdue Delivery by A Sports Apparel Manufacturer

In August 2018, the Department of Competition and Consumer Affairs (DCCA) received complaints from customers residing in Brunei, Malaysia, Singapore, and Australia concerning non-delivery by a Brunei-based sports apparel manufacturer. The orders were made with the expectation that the items would be delivered in time for a major rugby tournament in April 2018. DCCA ensured that the orders were delivered.

The Consumer Protection (Fair Trading) Order, 2011 considers it an unfair practice to represent that goods are available at a particular time if the supplier can reasonably be expected to know it is not so. Customers were promised that the delivery will take around 4 to 6 weeks. As this was not fulfilled, customers have the right to seek redress. Normally, to reach an amicable resolution, complaints are processed by DCCA through negotiation between both parties. If negotiation fails, DCCA will then invite both parties for mediation. However, mediation was not feasible in handling this case as most of the complainants were in other countries.

During the negotiation process, the sports apparel manufacturer explained that the lengthy delay in delivery was due to their involvement in an intellectual property claim against the designs of a separate product. This resulted in some staff leaving the company, therefore causing a slowdown in production. The manufacturer further explained that technical limitations in the online payment system in Brunei restricted them from providing refunds to overseas customers. As refunds were not possible, the manufacturer committed to fulfil the delivery of the items. DCCA closely monitored the progress of this commitment by conducting visits to their main office and factory and continuously following up through phone calls and emails.

By mid-September 2018, the orders started shipping and by end-October 2018, the company confirmed that all of the orders were successfully delivered. Delivery was also confirmed by the complainants. Communication with the complainants was done through emails. This is the first complaint on online cross-border transaction handled by DCCA.



Indonesia: Seller Cancelled Tickets Unilaterally

On January 4, 2019, a consumer bought a music concert ticket online in e-commerce, suddenly the tickets that had been purchased is being cancelled unilaterally by the ticket seller company. Therefore the consumer sent a complaint regarding the case to the Directorate of Consumer Empowerment., Ministry of Trade.

To deal with this case, the Directorate of Consumer Empowerment conducted a case analysis and gathered evidence of transactions from the purchase of the ticket and obtained information that the consumer has purchased two music concert tickets with the gold type. The company has confirmed the purchase of the tickets. However, they cancelled the purchase of the ticket unilaterally in the next few days, mentioning that the ticket has sold out. The company refunded the money to the consumer account, but the consumer refused it.

The Directorate of Consumer Empowerment sent a letter to the online concert ticket seller asking for further

clarification. A few days later the online concert ticket seller clarified the case and provided information that they have cancelled the purchase of the ticket and have given a full refund offer to the consumer, however, the consumer rejected it. The Directorate carried out mediation to solve the case. The result of the mediation process was the online concert ticket seller offered two upgraded tickets (platinum type) to the consumer for the gold type ticket price.

The consumer finally accepted the offer and felt satisfied with the result of the mediation process. From this case, the Directorate of Consumer Empowerment, Ministry of Trade has sought to help consumers to acquire their rights and encourage business actors to be honest and fulfill their obligations when violating consumer rights. The case can be used as a lesson learned for other business actors and can be referred to as an example of the case handling process to other jurisdictions.



Malaysia: The Disobedient Seller

A consumer made a complaint towards a seller who failed to deliver the ordered pet to the consumer as agreed. The case was brought before the President of the Tribunal for Consumer Claims Malaysia for hearing. Both parties were present during the hearing session to defend their case before the President of the Tribunal. The President made a judgement based on the facts presented by both parties. The President awarded the consumer with a redress that the seller shall return money to the consumer in a sum of RM1,888 within 14 days from the day the award was made.

Apparently, after 14 days, the seller failed to fulfil their duty and it was considered an offence to the law. The consumer visited the Ministry of Domestic Trade and Consumer Affairs (MDTCA) to lodge a complaint to the seller. The officer of the Ministry recorded the complaint and would conduct an investigation based on the statement made by both the consumer and the seller. The investigation officer would summon both parties to obtain further details and gather relevant documents to determine whether the seller has failed to comply

with the award. The officer made a recommendation to the Deputy Public Prosecutor for consent to conduct prosecution if the seller was proven failed to comply with the tribunal award. Based on the facts forwarded by the prosecution team, the judge found the seller guilty of failure to comply with the tribunal award after 14 days from the award date.

The seller was sentenced to an RM900 fine by the court. If the seller failed to pay the fine, s/he would be sent to jail for 14 days and must pay to the consumer the amount stated in the tribunal award. Failure to pay the award by the court would send the seller to be prosecuted continuously until the case is settled.

The case above shows that regulations to protect consumers in Malaysia have provided an avenue for them to file a complaint towards sellers for their “misleading” and “fraudulent” practices. The regulations also provide provision to prosecute any seller for offences, such as failure to deliver goods or services, or failure to comply with the award by tribunal.



Myanmar: Lottery Advertisement Misled Winner

A lottery shop “A” was investigated by the Department of Consumer Affairs (DOCA) for failure to provide an additional MMK 150 Million prize money as promised in its advertisement for the winner of its highest prize. This is a violation against Section 64 b of the Consumer Protection Law 2019 which requires entrepreneurs to fulfill their promises for bonus or free services in sales promotion.

After the complaint was lodged by the lottery winner, the inspector of the case from DOCA found errors in the advertisement that led the winner to believe they won the lottery from shop “A”. It turned out that the winner

won the lottery from shop “B”. Although these two lottery shops have different brand names, both are from the same business group, and therefore, shop “A” is still partially responsible to provide the prize as promised in the advertisement.

DOCA proceeds to facilitate the consumer to seek legal remedies for this breach. After three rounds of negotiation and further mediation process, the case was settled by lottery shop “A” providing an additional prize of MMK 42.7 Million instead of MMK 150 Million to the lottery winner.



The Philippines: Taking Action against Profiteering during the Pandemic

On March 2020, the Department of Trade and Industry (DTI) and Philippine National Police (PNP) conducted a joint buy-bust operation responding to an online consumer complaint on hoarding and selling of overpriced alcohol in Calocan City during the pandemic. Three individuals were arrested for violation of the Philippine Price Act (Republic Act No. 7581), Consumer Act, and directives of the DTI issued amidst panic buying over the surge in COVID-19 cases.

These individuals were caught selling 500 ml bottles of ethyl alcohol at the price of PHP 140.00, instead of the retail price of PHP 61.00 to 74.25 (est. USD 1.20-1.50), and have faced charges before the court for the violations.

The Price Act, as amended, provides a legal framework for the government to ensure price reasonableness and availability of supply of basic necessities and prime commodities. The DTI Memorandum Circulars 20-07 and 20-10, series of 2020, on Anti-Hoarding and Anti-Panic Buying provides guidelines on the setting of quantity limit per transaction on the purchase and sales of basic goods,

essential medical supplies, and disinfectants during the pandemic. Pursuant to Proclamation No. 922 series of 2020 declaring a State of Public Health Emergency throughout the Philippines, the DTI partnered with the PNP and the National Bureau of Investigation (NBI) for monitoring, investigation, and enforcement activities and the implementation of issuances related to anti-hoarding, anti-profiteering and anti-panic buying.

As of May 2020, a total of 264 monitoring and enforcement operations conducted by the PNP and NBI nationwide were certified by the DTI. These resulted to the apprehension of 429 individuals violating the Price Act, and paraphernalia confiscation amounting to PHP 94,121,920.50 (est. USD 1.8 Million). Confiscated items were mostly alcohol, surgical masks, and some basic food products. On monitoring for compliance with the price freeze, a total of 71,304 firms were monitored to date resulting to the issuance of 261 Letters of Inquiry (LOIs), 6 Show Cause Orders (SCOs), and 118 Notices of Violation (NOVs). However, 7 of these NOVs have ripened to Formal Charges (FCs) rendering the overall compliance rating to 99.99%.



Singapore: Injunction against an online retailer to stop subscription traps

The Competition and Consumer Commission of Singapore (CCCS) obtained an injunction against Fashion Interactive (FI), an online retailer, and its director, due to misleading paid subscription services against consumers. Reports of such unfair practice have also been received by the Consumer Association of Singapore (CASE) since April 2016.

Consumers who were under the impression that they are making one-off purchases in FI's website were automatically enrolled into its membership subscription without their knowledge. Those who did not cancel the subscription were charged a recurring monthly fee of S\$59.95. This constitutes a "subscription trap", which misguided consumers into signing up for a subscription without being clearly informed of the subscription and its associated fees. The use of "subscription traps" contravenes the Consumer Protection (Fair Trading) Act (CPFTA), which protects consumers against unfair trade practices.

CCCS found in its investigation that FI had not sufficiently disclosed key information to the consumers. CASE had issued a consumer advisory on FI in January 2019, which was followed by CCCS' application for an injunction to the State Courts in November 2019.

In January 2020, the injunction was issued, prohibiting FI from the misleading conduct, and FI's director from abetting the company in taking such actions. FI will have to notify CCCS of any business-related changes, including change of web address, and if it establishes a new website or mobile application for consumer transactions. FI also has to do the following for three years: display the injunction's details on its website's landing page, notify customers of the injunction before entering into a contract and include in every invoice or receipt that an injunction has been granted against FI.



Singapore: Two airlines cease pre-selection of travel insurance in online bookings

In early-2018, there were consumer complaints about Singapore Airlines (SIA) and Scoot on their auto-inclusion of travel insurance in online bookings. Through the Consumers Association of Singapore's (CASE) engagement and advocacy, two airlines eventually ceased this practice from 31 May 2018.

From the consumer complaints received, CASE found that SIA used pre-selected checkboxes to auto-include travel insurance during the online transaction process. As selection is automated and not disclosed prominently in these checkboxes, some consumers overlook them and end up paying for unwanted additional goods or services. CASE subsequently discovered that local budget airline Scoot operated similarly.

CASE conveyed their concerns about the lack of price transparency to both SIA and Scoot, who decided to stop such practice and started to allow consumers to manually opt in or out their purchase of travel insurance.

Customers of SIA and Scoot are now able to avoid purchasing additional travel insurance that they may not want when they make online bookings with these airlines. These airlines have also improved the transparency of their prices by allowing customers to manually select any additional goods or services that they also wish to purchase.



Viet Nam: Wrongful debt collection using threats and harassment

The Viet Nam Competition and Consumer Authority (VCCA) recently received a lot of complaints from consumers who were harassed by debt collectors to pay the amount of money which they did not borrow on the first place. Similar cases of threats by phone or text messages have also been reported nationwide.

While some consumers are not at all related to the debtors, the debt collectors persisted with their forceful acts. In some cases, the consumers' personal information was disclosed and used to pressure them and their relatives into paying for the unrelated debts.

According to Article 10 of the Viet Nam Law on Protection of Consumer Rights 2010, businesses are prohibited to "use force, or threaten to use force, or other ways, to cause damages to the consumers' lives, health, prestige, and dignity, assets" so as to pressurize the consumers into paying for any goods or services. The actions of the debt collectors and the financial companies involved did not only breach this provision, but also violated Article

6 of the Law which requires businesses to protect the personal information of consumers.

After reviewing the complaints, the VCCA collected the data of the debt collectors and financial companies which contacted the consumers. The VCCA also worked with the Banking Inspection and Supervisory Agency of the State Bank of Viet Nam to facilitate the engagement with related companies. The companies were then approached and asked to check their database and remove the data of those consumers who have no relevance to the debts. The VCCA also posted public warnings and news articles on its official website as preventive measures.

The State Bank of Viet Nam has since reviewed and promulgated the Circular No.18/2019/TT-NHNN dated 4 November 2019, which was an amendment and supplement to the Circular No.43/2016/TT-NHNN on consumer credit services provided by financial companies. This has become the legal basis for other sectoral authorities to solve similar issues.



PART IV

Consumer Protection in the ASEAN Member States

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Laws and Regulations

The principal law for consumer protection in Brunei Darussalam is the Consumer Protection (Fair Trading) Order, 2011 (CPFTO), which was passed in November 2011 and came into effect on 1 January 2012. The Act went through one round of amendment in 2015.

Other legislations that are relevant for the implementation of the CPFTO include:

- Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2011 relating to direct sales contract, long-term holiday product contract, time share contract or time share related contract.
- Consumer Protection (Fair Trading) (Opt-Out Practices) Regulations 2011 relating to opt-out practices for goods and services (e.g. goods supplied on a continuing or free-trial basis)

Scope and Coverage

The CPFTO protects consumers against any unfair practices by sellers, such as:

- Deceiving or misleading consumers; e.g. hidden fees and surcharges, manipulation of measurement units, using small print to conceal terms and conditions in giving discounts, etc;
- Making false claims; e.g. claiming a second hand good as a new/ unused; and
- Taking advantage of consumer who is not in position to protect his own interest or is not reasonably able to understand the transaction.

The CPFTO applies to all businesses or consumers residing in Brunei Darussalam; or business-to-consumer (B2C) transactions which are made in or sent from Brunei Darussalam.

Definition of Consumer

According to the CPFTO, a consumer is a person who purchases goods/services for personal consumption and not for commercial purposes.

Consumer Rights and Responsibilities

Any consumer who has entered into a consumer transaction involving an unfair practice has the right to

commence an action in a court of competent jurisdiction against the supplier. The right to commence such an action shall not apply where:

- the amount of the claim exceeds the prescribed limit of B\$10,000; or
- the occurrence of the unfair practice has exceeded beyond a period of two years; or
- there is no claim for money, and the remedy or relief sought in the action is in respect of a subject matter the value of which exceeds a prescribed limit.

Product Safety and Liability

Brunei does not have a specific statute/legislation on product safety and liability.

Some statutes that regulate product safety, as opposed to product liability, in the country include the Medicines Order 2007, the Poisons Act 1956, the Wholesome Meat Order 2011, and the Public Health (Food) Act 2000.

Since Brunei also follows the common law system, as is the case under English law, a purchaser in Brunei may bring a tortious claim against the manufacturer or supplier for negligence where the conduct of the manufacturer or the supplier falls below the standard of care expected at law. Liability is fault-based and is extended not only to the buyer but also to any other end-users who come into contact with the purchased product, i.e. the consumer(s).

Weights and Measures

The Weights and Measures Act, Chapter 151, 1983 has been enforced since 1 January 1987. The implementation of this Act is under the purview of the National Standards Centre, Ministry of Finance and Economy.

This Centre is thus responsible for:

- providing the verification and re-verification services for all weighing and all measuring equipment use for trade purposes in Brunei Darussalam
- promoting awareness to the consumers, traders and general public on the use of accurate and reliable weight and measurements intended to be used in trade
- addressing and resolving consumers' and traders' grievances related to weight & measures

Unfair Practices and Unfair Contract Terms

The CPFTO lists 20 specific unfair practices under its Second Schedule.¹

Unfair contract terms are generally regulated under the Brunei Unfair Contract Terms Act, 1999. However, the CPFTO considers it an unfair practice to take advantage of a consumer by including in an agreement terms or conditions that are harsh, oppressive or excessively one-sided so as to be unconscionable².

Misleading Advertisements

With regards to advertisements, the CPFTO considers it an unfair practice to make a representation that appears in an objective form such as an editorial, documentary or scientific report when the representation is primarily made to sell goods or services, unless the representation states that it is an advertisement or a promotion.

The CPFTO also considers it unfair for any form of misrepresentation for goods or services, including its qualities, availability, price, benefits and others. Other provisions within the CPFTO also consider it unfair to conceal any terms or conditions via fine prints.

Direct Selling/Pyramid Marketing

This is not regulated under Brunei law.



Sectoral Issues

Phone, Internet Services and E-Commerce

Matters related to telecommunications services, Internet services and E-commerce in Brunei are regulated by the Ministry of Transport and Infocommunications (MTIC) <<http://www.mtic.gov.bn/>> and the Authority for Info-Communications Technology Industry (AITI) of Brunei Darussalam <https://www.aiti.gov.bn>.

Some relevant legislations include the Brunei Broadcasting Act 2000, the Internet Code of Practice Notification 2001, the Computer Misuse Order 2000, the AITI Order 2001, the Telecommunications Order 2001,

and the Electronic Transactions Act 2001 (amended in 2008).

Consumer Credit and Banking

The Autoriti Monetari Brunei Darussalam (AMBD) <<http://ambd.gov.bn>>, established in 2011, is a statutory body acting as the central bank of Brunei Darussalam. Legislations under the purview of AMBD that relate to consumer credit and banking include:

- Banking Order, 2006
- Islamic Banking Order, 2008
- Finance Companies Act (Chapter 89)
- Hire Purchase Order, 2006
- Moneylenders Act (Cap 62)
- Pawnbrokers Order, 2002 and Pawnbrokers (Amendment) Order, 2005

In protecting consumers' interests, AMBD has issued several notices and guidelines pertaining to the manner in which applicable financial institutions should conduct its dealings with general consumers. These include obligations in promoting transparency of any fees and charges levied on financial products and services; and healthy household debts through responsible lending behaviours and setting limits to credit facilities and the applicability of debt service ratio mechanism. Related AMBD legislations in particular to consumer protection include:

- Notice on Market Conduct
- Guidelines on Product Transparency and Disclosure
- Notice on The Establishment of a Complaints Handling Function within Financial Institutions

Healthcare Services

The Ministry of Health <<http://www.moh.gov.bn>> exercises most functions related to health and healthcare services in the country. Relevant laws and regulations include the Poisons Act 1956, the Infectious Diseases Order 2003, the Medicines Order 2007, the Medicines (Licensing, Standard Provisions and Fees) Regulations 2010 and Medicines (Labelling) Regulations 2010, and the Medicines (Labelling) Regulations 2010 and Medicines (Cosmetic Products) regulations, 2007.

¹ For more information on these practices, see <<http://www.deps.gov.bn/cad%20images/resource/Resources%2020%20Specific%20Unfair%20Practices.pdf>>

² Second Schedule, Unfair practice #11.

Poisons Act, Medicines Order and its regulations regulate medicinal products, chemical substances, cosmetic products, and any other products containing scheduled poison imported into Brunei Darussalam for commercial purposes, personal use, industrial use and for manufacturing purposes to ensure that the products in the market are safe, efficacious and of quality. Currently, Brunei Darussalam has no regulation on Traditional Medicine and Health Supplement (TMHS) Products. Nevertheless, TMHS products are subject to administrative procedure of the Department of Pharmaceutical Services, MOH prior to importation into Brunei Darussalam.

Companies must comply with laws and regulations for importation, storage, and sale of such products and be responsible for them.

Companies must possess a valid license (e.g. Poisons License, Import License) for medicinal products and chemicals. In addition, medicinal products must also be registered. For cosmetic products, the company must notify the Authority of their intention to supply the product in Brunei Darussalam prior to importation and sale.

Post-marketing surveillance is carried out routinely to ensure banned or adulterated products are not available for sale in the market. Samples of products are randomly taken for laboratory testing and analysis. The Ministry of Health through the Department of Pharmaceutical Services will initiate a recall should a medicinal product have been found/reported to be unsafe, substandard or with any quality issue/defect. The Department is in constant contact and works closely with international bodies/organizations including WPRO (WHO), ASEAN counterparts, Interpol, etc.

Personal imports through entry points are subject to inspection by the Department as well.

The Ministry of Health through the Laboratory of Pharmacy Section, Department of Scientific Services conducts tests to check whether health products consist of any hazardous ingredients. The Compliance and Licensing Section, Department of Pharmaceutical Services will regulate the ban of sale of the product, if found to be adulterated.

Professional Services

In Brunei Darussalam, the most commonly engaged professionals by consumers are:

- Legal services (regulated by the Law Society of Brunei together with the Judiciary Department, in accordance with the Legal Profession Act 2006)
- Medical and dental services (regulated by Ministry of Health in accordance with the Medical Practitioners and Dentists Act 1984)

The aforementioned laws, along with relevant codes of conduct, regulate the conducts of medical and legal professionals, and the advertising of their services.

Transport Services

The Civil Aviation Order, 2006 is the prescribed law that regulates civil aviation services within Brunei airspace. The Order is implemented by the Department of Civil Aviation, under the Ministry of Transport and Infocommunications <<http://www.mincom.gov.bn/dca/Theme/Home.aspx>>. There is, however, no specific agency established to handle consumer complaints in this sector.



Consumer Protection Agencies

The enforcement agency responsible for consumer protection in Brunei Darussalam is the Department of Competition and Consumer Affairs (DCCA) in the Department of Economic Planning and Statistics (DEPS), Ministry of Finance and Economy. DCCA comprises two divisions: (i) the Competition Division as the Executive Secretariat to the Competition Commission of Brunei Darussalam (CCBD) and (ii) the Consumer Affairs Division is responsible for administering consumer protection and price control matters.

Its main functions include:

- Implementing and enforcing:
 - the Competition Order, 2015
 - the Consumer Protection (Fair Trading) Order, 2011
 - the Price Control Act, Chapter 142

- Promoting, developing and advising national competition and consumer policy to nurture efficient markets and uphold consumer welfare in Brunei Darussalam in coordination with relevant stakeholders
- Developing and implementing awareness and education programmes on competition and consumer protection
- Handling consumer complaints and issue business advisories to ensure ethical business conducts
- Establishing networks and acting as the focal coordinating agency for Brunei Darussalam's international and regional involvement in competition and consumer protection matters
- Setting maximum price of the 3 price-controlled items (cooking oil, powdered infant milk and passenger motor vehicles) and 7 categories of essential food items during festive season
- Ensuring businesses comply with the maximum price set on selected price control items.
- Monitoring prices of identified essential goods in specific situation

Consumer Organisations and Associations

There is currently no consumer organisation or association in Brunei Darussalam.

Redress

In Brunei Darussalam, an aggrieved consumer encountering unfair practices has to first approach the seller with supporting documents, such as receipts and warranties, to explain the problem and try to negotiate for an agreeable outcome. In case that does not work, the aggrieved consumer can then file a complaint and seek compensations through the following channels:

- The DCCA
- Small Claims Tribunal

DCCA handles general consumer complaints relating to civil redress and business-to-consumer complaints/claims where those complaints can be channelled in-person or via:

- the Consumer Hotline (Talian Darussalam 123)
- the PenggunaBijak mobile application
- telephone
- email or website
- complaints form

There is no fee involved for submitting a complaint to the DCCA.

The Small Claims Tribunal in Brunei is established in accordance with the Small Claims Tribunal Order, 2006. The Small Claims Tribunal has the authority to hear cases brought by consumers under the CPFTO and will decide if manufacturers or sellers have been found to have engaged in an unfair practice. The Small Claims Tribunal can award several different remedies, including:

- Ordering restitution of any money given by the consumer;
- Awarding the consumer damages in the amount that the consumer has suffered;
- Making an order of specific performance against the manufacturers or sellers;
- Making an order directing manufacturers or sellers to repair goods; and
- Making an order to change the contract between the consumer and manufacturers or sellers.

Parties who are not based or resident in Brunei can be brought within the jurisdiction of the Brunei courts if the sale contract was performed in Brunei or the breach of contract or relevant laws and regulations occurred in Brunei.

Legal courts are recovered by winning parties before the Brunei courts and the successful parties can hope to recover approximately 60 percent of their legal fees and all of their disbursements, so long as they have been incurred reasonably.



The Consumer Protection Law was enacted by the National Assembly on 4th October 2019. Several implementing regulations or *prakas*, have been drafted to support its enforcement, notably on:

- Inspection
- Settlements
- Penalties
- Misleading representation
- Formalities and procedures for notification

Scope and Coverage

The Consumer Protection Law applies to any person who conducts business, whether for a profit or for a non-profit, including the sale of goods or services or real rights over immovable property, to consumers in the Kingdom of Cambodia unless otherwise provided by other regulations.

Definition of Consumer

Consumer is defined as a person who acquires goods or services:

- For personal, domestic, or household use; and
- For the purpose of:
 - not resupplying in conducting a business;
 - not consuming in the process of a production line or manufacturing; or
 - not consuming goods for any commercial activity such as repairing a building or to be used as an item attached to immovable property for commercial purposes.

Consumer Rights and Responsibilities

The Law mentions the following rights of consumers in Cambodia:

- Right to obtain information and education for weighing the alternatives among goods or services and to be protected against false and misleading representation by commercial advertisements;
- Right to choose goods or services which is competing each other on price and quality;
- Right to be heard about consumer concerns and to receive settlements from the competent regulators and the royal government; and
- Right to demand compensation under this law or by other laws.

Product Safety and Liability

The Law on the Management of Quality and Safety of Products, 2000 (LMQSP) imposes criminal and administrative liabilities upon producers, retailers, inspectors, and service providers for their manufacturing and commercialisation of products, goods and services which could be harmful to the health or safety of consumers.

When goods and services could harm the health or safety of consumers, the manufacturers and persons who commercialise those goods and services are required to submit a declaration and obtain an authorisation from the competent agencies prior to the commencement of such activities. The competent authorities could also issue an order to the manufacturers, sellers, or service providers to take necessary measures to ensure the relevant quality and safety requirements are met. These measures may include warnings and other precautionary measures as well as the recall of defective products for modification or a partial or total refund of the purchase price.

Besides, the Civil Code of Cambodia provides that the sources of liability include contract, unilateral acts, acts of management of affairs without mandate, act of unjust enrichment, tortious acts, or as provided for by law. A consumer who claims to have been injured by a product, or who otherwise suffered loss or damage, can commence an action at a court of law seeking compensation to enforce a contract or to hold the producer, seller or owner of a product causing injury, loss or damage liable in tort.

Misleading Advertisements

Under the Consumer Protection Law, no person shall make false or misleading representation related to the profits, risks, or any other importance in any business activity whereby such person represents that other persons can conduct such business activity from their residence.

No person shall make false or misleading representations about material factors concerning the profits, risks or any other items of importance in any business activity in which such person has invited other persons, through advertisements or by other means, to participate, and such business activity requires:

- Participation in work performance by other persons; or
- Investment of money and the participation in work performance by persons involved in such investment

Sectoral Issues

Phone, Internet Services and E-Commerce

The Law on Telecommunications, promulgated by the Royal Decree No.NS/RKM/1215/017 dated 17 December 2015, is considered the most comprehensive legal instrument supervising the telecom sector in Cambodia. This law:

- defines the authorities of the Ministry of Post and Telecommunication,
- establishes and sets duties of the Telecom Regulator Cambodia
- classifies different types of authorization, certificate and licenses
- sets the supervision on the use of infrastructure and network, the fees, the fair competition and the protection of the consumers.

Consumers of telecommunications services have the following basic rights:

- rights to enjoy quality telecom services, and to receive information about telecom services;
- right to security and safety while using telecom services, including protection of private information;
- right to participate in any public consultation on the preparation of policy or regulation in the sector;
- right to redress and obtain compensation on damages caused by the telecom operators or service providers; and
- right to establish telecom consumer association.

The Ministry of Posts and Telecommunications <<http://www.mptc.gov.kh/>> and the Telecommunication Regulator of Cambodia <<https://www.trc.gov.kh/>> are responsible for implementing this law, as well as all consumer protection issues within the telecom sector.

In addition, coinciding with the enactment of the Consumer Protection Law, the Law on E-Commerce

was enacted in November 2019. According to Article 3, it is applicable to any activity, document or transaction of commercial or civil nature that is carried out through electronic system. The Law on E-commerce and related *prakas* govern the responsibilities of online sellers and platforms, among others to obtain a permit and register their businesses via an electronic system of the government. This includes those who use social media to supply or sell/purchase goods and services.

Regarding data privacy and protection, Article 32 states that any person storing electronic record of “private information” shall use all means to ensure that the information is reasonably and safely protected in any circumstance to avoid lose, access, use, modification, leak or disclose of such information without authorization of the data holder. In addition to Article 32, there is a provision under Article 22 prohibiting any use of the identity, record, electronic signature, electronic address, password or other person’s identification dishonestly or without permission for commercial or non-commercial transactions in the electronic system.

Consumer Credit and Banking

The main piece of legislation for this sector in Cambodia is the Law on Banking and Financial Institutions 1999, but it has only a few provisions related to consumer protection. It empowers the supervisory authority to define, after having consulted the profession, a corpus of rules of good conduct aimed at ensuring customer protection, including transparency, openness and the level of charges and remuneration for banking or financial services.

The *Prakas* on Utilization and Protection of Credit Information (2006) establishes a process for banks to share negative credit information as part of a government sponsored framework known as CIS (Credit Information System). The system is currently inactive, but the wording of the *prakas* has been interpreted by lenders to preclude the sharing of personal credit information other than the negative information provided for under this system.

The National Bank of Cambodia <<https://www.nbc.org.kh/>> is the sector regulator and as such carries several responsibilities under *the* Law on Banking and Financial Institutions 1999. There is, however, no provision for the establishment of any banking ombudsman or tribunal to hear consumer complaints.

Healthcare Services

The Law on the Management of Pharmaceuticals, 1996 of Cambodia makes it an offence for a person to produce, import, export or trade poor quality or counterfeit pharmaceutical products that affect the health or life of the consumers, or pharmaceuticals containing addictive substances without authorisation.

The Ministry of Health of Cambodia is the implementing agency for all laws and regulations on health and healthcare services in Cambodia. The Ministry has no website as of date.

Professional Services

The Law on the Management of Private Medical, Paramedical and Medical Aide, 2000 is deemed to address the problem of unregistered private medical practitioners providing unqualified services to the public in Cambodia. It requires that any person practising as a medic, paramedic or medical aide must hold a degree recognised by the Ministry of Health, and be registered with the relevant medical professional association. This law is also implemented by the Ministry of Health.

Legal services were partly regulated under the Law on Bar Statutes 1995, which is implemented by the Ministry of Justice <<http://www.moj.gov.kh/>>.



Consumer Protection Agencies

The National Commission on Consumer Protection (NCCP) was constituted in July 2020, based on a Sub-Decree that governs its organization and functioning. It is chaired by the Minister of Commerce, and its members comprise representatives of other relevant sectoral ministries. The Consumer Protection, Competition and Fraud Repression Directorate General (CCF) acts as the Secretariat and is responsible for the implementation of the consumer protection actions, specifically:

- Developing the policy and strategy plans related to the quality and safety of products and services for protecting consumer health, safety and consumer' economic interests;

- Ensuring the compliance of businesses with the regulatory requirements related to trade; and
- Cooperating with relevant agencies to prevent trade fraud and take action against restriction agreements that prevent or disrupt competition, ensure the quality, safety and compliance of goods and services.



Consumer Organisations and Associations

There is currently no consumer association in Cambodia. However, the Law on Consumer Protection has enabled consumers in each sector to have the right to form their own associations registered to the Ministry of Interior. The provisions regarding the establishing consumer association include:

- Specific mandates and functions of consumer associations
- Various sources of funding for consumer associations both from the government and development partners.

Effective facilitation of and engagement with consumer associations may be achieved by:

- Recognition of consumer associations in the consumer protection law (as stipulated in the enacted consumer protection law)
- Consultation
- Joint activities, such as education, market surveys and studies, advocacy and complaint handling/referrals
- That funding (as stipulated in the new law) be provided to encourage and facilitate the establishment and growth of one or more consumer associations.

Recently, the CCF drafted the guideline in the establishment of consumer associations, which is now under the review of the NCCP. To date, the aforementioned procedures via the Ministry of Interior still apply.



Redress

Currently, consumers in Cambodia can only take legal action for tort or other actions to enforce their rights in courts. Although the CCF does offer the ability of consumer to make complaints, this facility is not well-known and not pursued in numbers. With the promotion and dissemination of newly enacted consumer law, these challenges will be tackled to raise the awareness of consumer complaint mechanism.

The following are the means to overcome these difficulties:

- enactment and application of supplementary legal frameworks, especially the required implementing regulations necessary for the implementation of all enacted laws/regulations
- government support to enhance cooperation and coordination among the relevant stakeholders and the availability of resources to effectively carry out the roles and duties of the CCF.
- improving the capacity building of enforcement officials and preparing the appropriate strategy plan and work program
- increasing consumers' education and awareness for better understanding and using their rights properly.

There were also consumer complaints which have been settled through ad-hoc committees, for instance in the tourism sector.

The NCCP has also established some *prakas* and guidelines related to information tools for redress, which is currently under review.



Laws and Regulations

The principal law for consumer protection in Indonesia is the Law No. 8 of 1999 on Consumer Protection (hereinafter referred to as “Law No. 8”). It came into effect on 20 April 2000.

Scope and Coverage

The Law No. 8 aims at protecting the rights of and promoting the recourses available to, users of both goods and services in Indonesia.

Among others, the Law consists of detailed provisions on the rights and obligations of consumers; the rights and obligations of the entrepreneurs; prohibitions imposed on the entrepreneurs; provision to include ‘standard clauses’; the establishment, structure and functions of the national consumer protection agency; the role of non-governmental consumer foundations; settlement of disputes between consumers and entrepreneurs; the establishment, composition and functions of consumer dispute settlement bodies; and sanctions for violations.

Definition of Consumer

A consumer is defined as an individual user of goods and/or services available in the society, consuming/purchasing goods and/or services for the benefit of themselves, family members, other people, and other living creatures and not for trading.

Consumer Rights and Responsibilities

The Law No. 8 recognises and protects the following rights of the consumers:

- to obtain comfort, security and safety in using or consuming the goods and/or service (*right to safety*)
- to choose and obtain the goods and/or services with the promised conversion value and condition and warranty (*right to choose*)
- to obtain correct, clear and honest information on the condition and warranty of the goods and/or services (*right to information*)
- to be heard in expressing opinion and complaints on the goods and/or services they use or consume (*right to be heard*)

- to obtain proper advocacy, protection and settlement in the consumer’s protection dispute (*right to representation*)
- to obtain consumer’s training and education (*right to education*)
- to receive proper and honest and nondiscriminatory treatment or service
- to obtain compensation, redress and/or substitution, if the goods and/or services received are not in accord with the agreement or not received as requested (*right to redress*); and
- to obtain rights as regulated in the other provisions of the law.

Similarly, the Law clearly prescribes the following obligations of the consumers:

- to read or follow the information instructions and application or usage procedures of the goods and/or services for security and safety;
- to act in good faith in conducting the transaction of purchasing the goods and/or services;
- to pay for the price in accordance with the agreed conversing on value; and
- to follow the proper legal settlement of consumer’s protection dispute.

Product Safety and Liability

According to the Law No. 8, the producer or manufacturer of the products will be held liable for the products except if they are imported into Indonesia by an independent importer. Further, the law stipulates that a business actor, e.g. the manufacturer/importer that sells goods to other business actors, e.g. retailers/sellers, will be responsible for consumer claims and/or compensation if:

- That other business actor is selling the goods to the consumer without making any changes to the goods; or
- That other business actor, in a sale or purchase transaction, does not have knowledge of the changes to the goods made by the business actor, or the goods and/or services are not in accordance with the sample, quality and composition originally stated.

Every consumer who has suffered damage may file charges against entrepreneurs through the Consumer

Dispute Settlement Body ('BPSK') or through a judicial process at the relevant District Court. The law also recognises class actions by a group of consumers who can demonstrate that they have suffered serious losses and have common interests in the same action.

The burden of proof of fault and compensation is theoretically reversed and the entrepreneur, not the end consumer, bears the burden of proof.

The Law also allows entrepreneurs to recall their products from the market. If a product is defective, polluted, violates applicable standards or is fraudulently marketed, the producer or distributor must recall the product.

Other than the Law No. 8, the Law No. 18/2012 on Food specifies legal provisions related to food safety, quality and nutrition, labelling and advertisement in Indonesia.

Standards

Under the Law No. 20/2014 on Standardization and Conformity Assessment, product safety standards (whether of goods or services) in Indonesia are determined by the National Standardization Agency of Indonesia (BSN). There are currently 10,320 Indonesian National Standards (SNI). SNIs are essentially voluntary. However, if the SNIs are related to safety, security, public health or environmental conservation and/or economic considerations, the Government could partially or entirely enforce certain technical specifications and/or parameters of the relevant SNIs.

Unfair Practices and Misleading Advertisements

Certain practices are deemed unfair and thus prohibited by the Law No. 8. These include, among others, the following:

- Producing goods or providing services which: (i) do not conform to standards or laws, label statements, actual measurements, described or guaranteed quality, composition, efficacy or description, or promised or advertised benefits; (ii) do not mention the expiration date or period of best use of the goods; (iii) are not "halal" when they are stated to be so; (iv) do not give certain specified details about the goods (e.g. name, size, weight, use directions, side effects, etc.) in the Indonesian language (if required by law); or (v) in the case of goods, are damaged or flawed without specifying such condition.

- Offering, promoting or advertising goods or services falsely as if they: (i) had discounts, special prices or certain characteristics, had obtained or had sponsors, certain profits or certain working characteristics or accessories; (ii) were available, did not contain a hidden flaw, hailed from certain areas, were complementary to other goods or denigrated other goods; (iii) were harmless or without side effects or promised certain things when, in fact, this was not the case.
- Offering, promoting, advertising or making incorrect or misleading statements about: (i) the price or usefulness of, or the condition/right/compensation regarding, particular goods or services; and (ii) offered discounts, attractive prizes or the hazards of using the goods or services.
- In sales or auctions, cheating or misleading customers by: (i) stating that goods or services fulfilled certain quality standards or had no hidden flaws; (ii) not intending to sell the goods or services offered but rather other goods or services; (iii) raising prices or fees prior to conducting the sale.
- Offering, promoting or advertising goods or services: (i) stating that goods or services fulfilled certain quality standards or had no hidden flaws; (ii) by offering free prizes if these are not so awarded as promised.

In addition to the above prohibited activities, the Law No. 8 also forbids or regulates certain actions relating to the following areas:

- advertising agents producing misleading, incorrect or exploitative advertisements;
- the offer, promotion or advertising of medicines, food supplements, health equipment or health services by promising certain prizes;
- offering goods or services intended to be traded with prizes given through a lottery;
- offering goods or services by advance order; and
- coercion or other sales methods which may be disturbing to consumers.

Unfair Contract Terms

"Standard clauses" which are imposed unilaterally upon a consumer in a document or agreement are prohibited if they contain certain provisions or try to transfer the liability of the business agent.

Any standard clause must be clearly printed, easy to see and easy to understand. Standard clauses breaching the Law must be amended, although no time period for this is given.

Sectoral Issues

Phone, Internet Services and E-Commerce

The major legislations related to consumer protection issues in this sector in Indonesia are the Telecommunications Law No. 36/1999 and the amendment to the Information and Electronic Transaction Law No. 19/2016. Indonesia also has a Consumer Protection Guidelines for ICT which stipulates that:

- Solicitations includes advertising and billing shall include clear, conspicuous and accurate disclosure of applicable rates, terms and conditions for each service offered in the solicitation, bills to reflect all charges briefly and clearly; and
- Consumers shall have the right to select their providers and services, where multiple options exist.

The Guidelines also states that the privacy of consumers shall be respected regarding their personal information and calling patterns.

The specific agencies responsible for implementing the aforementioned legislations and guidelines and as such consumer protection in this sector are the Indonesian Telecommunications Regulatory Authority [<http://brti.or.id/>](http://brti.or.id/) and the Ministry of Communication and Information Technology.

Consumer Credit and Banking

The primary regulatory authorities in banking and finance sector in the country are: the Ministry of Finance [<https://www.kemenkeu.go.id/en/>](https://www.kemenkeu.go.id/en/), the Bank of Indonesia (BI) [<https://www.bi.go.id/>](https://www.bi.go.id/) and the Financial Services Authority (OJK) [<https://www.ojk.go.id/>](https://www.ojk.go.id/). The Alternative Dispute Resolution Body (LAPS) specifically serves B2C dispute resolution in the financial services sector, as regulated under OJK Regulation No. 61/POJK.07/2020.

Healthcare Services

The Law No. 36/2009 concerning Health provides consumers in Indonesia with the rights to:

- Information
- Make informed consent
- Confidentiality and privacy; and
- Second opinion

The Law No. 36/2009 on Health, which is an improvement of the Health Law No. 23/1992, specifies various provisions related to the rights of individual/citizen in health, among others include access to safe, good, and affordable healthcare services, healthy environment, and information.

The Law No. 44/2009 on Hospitals (Hospital Law) contains several provisions on the rights and obligations of patients, hospital management, and health practitioners, including criminal and civil sanctions.

The National Drugs Policy (2006) is put in place to ensure the availability, safety, and affordability of drugs, especially essential drugs, apart from research and development, monitoring and evaluation in Indonesia. The Policy includes provisions on the protection of consumers from the misuse of drugs, rational use of drugs, as well as financing, availability and distribution, affordability, selection of essential drugs.

The Ministry of Health [<https://www.kemkes.go.id/>](https://www.kemkes.go.id/) is the key agency in charge of handling specific areas on health and healthcare services in Indonesia. The National Agency for Drug and Food Control [<http://www.pom.go.id/>](http://www.pom.go.id/) is the key agency in implementing food and medicines related laws.

Professional Services

In Indonesia, three types of professional services are often sought by consumers:

- Medical services
- Notary services for housing and land; and
- Legal services

The Law No. 29/2004 on Medical Practices of Indonesia regulates medical practitioners and their services, providing for specific rights and obligations of patients

and medical practitioners which are enforced through the Indonesian Honorary Board of Medical Disciplines under the Indonesian Medical Council.

Consumers expectation related to professional services from doctors include:

- Reliability: doctors should have the capacity to provide services as described in effective and satisfactory manner
- Responsiveness: doctors should have the capacity to provide unprejudiced assistance and services, regardless of race, religion, or economic background
- Assurance: of quality, safety, and security
- Empathy: doctors should have the capacity to communicate and understand consumer needs.

The Law No. 18/2003 concerning Advocates was the first advocate law enacted in Indonesia, which regulates the qualifications for and practices of advocates. Indonesian advocates are also subject to various codes of conducts, with serious ethical and legal obligations to their clients. Advocates' duties to clients include, among others:

- Presenting a peaceful workable resolution
- Maintaining the confidentiality of all matters informed by a client, even after advocate-client relationship comes to an end.
- Should oblige to refuse cases that lack legal ground;
- Not providing misleading information to a client in respect of the case.
- Not promising any guarantee for successful outcome to a client.
- Not imposing on client with a burden of unnecessary expenses and costs.

The Ministry of Health <<https://www.kemkes.go.id>> is the key agency in charge of all matters related to medical professional services; while the Ministry of Justice and Human Rights <<https://www.kemenkumham.go.id/>> is the key agency in charge of matters related to legal professional services in Indonesia.

Transport Services

The Indonesian Aviation Law (Law No. 1 of 2009 on Aviation) is the specific sectoral law that governs civil aviation matters in Indonesia. However, any

claims against an air carrier may also be subject to the Indonesian Civil Code, particularly the provision concerning unlawful acts (tort).

In accordance with the provisions of this law, passengers or the owners of cargo being carried on an aircraft have the right to receive compensation for damages resulting from:

- death of passengers on air transportation;
- death of passengers boarding or disembarking an aircraft at an airport;
- permanent injuries owing to an aircraft accident;
- injuries and hospitalisation owing to an aircraft accident;
- missing, destroyed or damaged listed luggage; and
- missing or destroyed cargo.

Recently, the Minister of Transportation issued the Regulation No. 89/2015 regarding Flight Delay Management on Scheduled Commercial Air Transport Business Entities in Indonesia. This regulation sets out a new obligation that airlines must inform passengers if there is any flight delay along with its reasons. Such information must be provided at least 45 minutes before the scheduled departure or once the airline realizes the possibility of such delay, such as in the event of delay caused by weather factors.



Consumer Protection Agencies

The national consumer protection agency in Indonesia, established in accordance with the Law No. 8, is the Directorate of Consumer Empowerment under the Directorate General of Consumer Protection & Trade Compliance, Ministry of Trade of Indonesia. The Directorate is responsible for both policy-making, law enforcement, consumer education and awareness-raising as well as receiving consumer complaints.

Besides the Directorate of Consumer Empowerment, Indonesia also has a non-structural institution that functions to provide inputs and recommendation to the government in order to protect consumers in the country, namely the National Consumer Protection Board (BPKN - Badan Perlindungan Konsumen Nasional).



Consumer Organisations and Associations

The Law No. 8 recognises the role of non-governmental consumer protection foundations with regards to promoting consumer education and awareness, providing counsels to consumers, receiving and settling consumer complaints as well as general cooperation with governmental agencies on consumer protection in Indonesia.

There are four registered consumer organisations in Indonesia, where the first three are the members of Consumers International:

- Indonesia Consumer Association (YLKI) <<https://ylki.or.id/>>
- Institute For Consumer Development and Protection (LP2K) <<http://siswaspk.kemendag.go.id/lpksm/41>>
- Yogyakarta Consumer Institute (LKY) <<http://lembagakonsumen.org/>>
- Komunitas Konsumen Indonesia (KKI) <<https://komunitaskonsumen.id/>>



Redress

The Law No. 8 establishes that any consumer who has suffered from damages, or a group of consumers having common interests, may file charges against the entrepreneurs through the relevant agencies responsible for settling disputes between consumers and entrepreneurs or through a court of law having jurisdiction.

Disputes between consumers and entrepreneurs could be settled outside the court if the involved parties could reach an agreement regarding the type and amount of compensation and/or regarding certain measures that must be taken to ensure that no such damages should occur again to the consumers. Settlement of disputes in court must be in accordance with court procedures.

The Law provides for the establishment of Consumer Dispute Settlement Bodies (BPSK - Badan Penyelesaian Sengketa Konsumen) by the government at district levels for the purpose of settling consumer disputes out of court. The decisions of the BPSK have binding effects and could be enforced by the district courts at the jurisdiction of the consumers who have suffered damages. Similarly, these decisions could be appealed to the relevant district courts and then to the Supreme Court of Indonesia.

The BPSKs are also authorised to impose administrative sanctions on the entrepreneurs who have violated relevant provisions of the Law.



Laws and Regulations

A Consumer Protection Law was passed by the National Assembly of Lao PDR in June 2010 and promulgated by the country's President in September 2010. The Law, consisting of 9 parts and 74 articles, is the first of its kind in this area in Lao. Prior to its promulgation, consumer protection works in the country were quite negligent and fragmented across different laws, policies, regulations and institutions.

Scope and Coverage

The Law applies to all individuals and legal entities including domestic and foreign organizations which produce, import, sell, and distribute goods and services, which are licensed and have registered their business entities; and the consumers in the territory of Lao PDR. For those suppliers that not registered, their business activities are governed by other laws of the country.

The Law covers such issues as consumer rights and responsibilities, rights and obligations of suppliers, different types of consumer protection, advertising, labelling and contracts, implementation of consumer protection activities, government agency for consumer protection and non-governmental consumer organisations, settlement of disputes between consumers and suppliers, prohibitions and applicable sanctions, etc.

Definition of Consumer

According to the Law, a consumer is an individual, legal entity or organization who buys or uses goods and service properly without profit-making purpose.

Consumer Rights and Responsibilities

The Lao consumers, according to Article 32 of the Law, have 5 out of 8 globally-recognised rights: (i) the right to choose, (ii) the right to information, (iii) the right to safety, (iv) the right to redress or remedy, and (v) the right to be heard (specifically with regards to the manufacturing of counterfeit products, and polluting production activities – which in a way could also be understood as containing some elements of 'the right to a healthy environment').

In addition, Lao consumers have the following responsibilities:

- To pay for goods and services in Lao currency (LAK);
- To use the goods and services in accordance with instructions or manuals properly;
- To report on the goods and services that are below standards and quality to the relevant competent agencies.

Product Safety and Liability

Under the Law on Food 2013 of Lao PDR, any business operator that is licensed to conduct any food related business must follow the provisions of the law and the food safety standard set by the Food and Drug Department under the Ministry of Health <http://www.fdd.gov.la/index_en.php>.

The Law on Drugs and Medical Products 2011 provides that drugs and medical products supplied in the Lao PDR must be of good quality, be safe, meet the acceptable standards, be properly labelled with their international common medical name and be validly registered in the Lao PDR. It also provides that all drug or medical product advertisements must be approved by the Ministry of Health.

Article 10 of the Consumer Protection Law states that protection for the consumers of goods consists of the imposition of measures to ensure that consumers use quality and standard goods and that the goods pose no risk of harm to the life, health, property, rights and interests of consumers and the environment. Consumers have the right to sue suppliers and claim for compensation and remedies for any loss or injury caused by the consumption or use of goods that are of poor quality, below the acceptable standard, and unsafe for consumption and use. Any business operator, who produces, imports, sells and distributes goods and services of poor quality, and/or below the acceptable standard, must be liable for any loss or damage suffered by the consumer of the goods and services (Article 70).

Suppliers must promptly inform consumers and relevant competent agencies about any risks to the life and health of consumers during consumption of goods and services; propose appropriate measures to be taken; and bear the costs of examining, re-testing and warning (Article 17).

Misleading Advertisements

According to the Law on Consumer Protection, all advertisements in Lao PDR must be conducted in accordance with the following principles:

- the context of advertisement must be correct, presenting the truth on the category, type, characteristics, quality of the goods, trademarks and services;
- sufficient information about the goods and services must be provided;
- the advertisement shall not satirize, and look down the goods and services of others.

Sectoral Issues

Phone, Internet Services and E-Commerce

In Lao PDR, the following Laws are in place to ensure quality of service provided by telephone and Internet Service Providers:

- Law on Telecommunication, 2011
- Law on Information and Communication Technology, 2016
- Decision on the Interconnection of Telecommunication, 2016
- Decision on the Quality of Phone and Internet Connectivity, 2016
- Decision on the Fee Charge on Phone and Internet, 2011
- Electronic Transactions Law, 2013
- Law on Cyber Crimes, 2015

The Ministry of Post and Telecommunication (MPT) [<http://www.mpt.gov.la/>](http://www.mpt.gov.la/) is the policy-making body for the telecommunication sector in Lao PDR. The Lao Telecommunication Regulatory Authority under the MPT is the sector regulator, being responsible for resolving the complaints of telecommunication users and service providers on the quality, technical standards, service charges of telecommunication services and other relevant complaints.

E-commerce, on the other hand, falls under the purview of the Ministry of Science and Technology [<https://www.most.gov.la/>](https://www.most.gov.la/), in accordance with the provisions of the Electronic Transactions Law 2013.

Consumer Credit and Banking

The main legal instrument for regulating consumer credit and banking issues in Lao PDR is the Law on Commercial Banks 2006.

Accordingly, commercial banks shall undertake to protect the interests of depositors/ consumers by:

- Being members of the depositors' protection fund;
- Creating conditions to facilitate customers to deposit or withdraw their money, including principal and interest, completely and in a timely manner;
- Keeping information relating to the accounts of customers confidential, except as otherwise provided in the laws; and
- Giving notice of rates of interest on deposits, rates of service fees, and exchange rates by various means, among others.

The Bank of Lao PDR [<https://www.bol.gov.la/>](https://www.bol.gov.la/) is the central bank, with licensing, supervision, and prudential regulatory powers over all financial institutions in the country including microfinance institutions.

Consumer Protection Agencies

According to the Consumer Protection Law, the State organisations for the implementation of the consumer protection activities from the central to local levels in Lao PDR comprised mainly of 4 sectors: Industry and Commerce, Public Health, Agriculture and Forestry, and Science and Technology, which fall under the responsibilities of 4 corresponding ministries: Ministry of Industry and Commerce (MOIC), Ministry of Health, Ministry of Agriculture and Forestry, and Ministry of Science and Technology.

The four sectors are categorised as follows:

- Industry and Commerce: the manufacturing, marketing and pricing of goods and services
- Health: foods and medicines, medical equipment and services in health treatment
- Forestry and Agriculture: the production process of agricultural products, fertilisers, chemical substances used in agriculture, pesticide, animal medicines, foods for animal, agricultural products, seeds, animal species, agricultural equipment and machinery

- Science and Technology: quality, standards, measurement, weight, and intellectual property rights.

The relevant Ministries would be responsible for organising and implementing consumer protection activities within their sector from the central to local level, including the issuance of implementing rules and regulations, decisions and notices; inspection; and dispute settlement; etc. Amongst the four agencies, the MOIC would play the coordinating role, though no coordination mechanism or model is specified by the law yet.



Consumer Organisations and Associations

The Law also provides for the role and duties, rights and obligations of consumer associations, though no such association has been successfully established in Lao PDR to date.



Redress

Dispute settlement between consumers and suppliers of goods and services are stipulated in Part V of the Law. There are basically four methods for settling disputes between consumers and suppliers as follows:

- reconciliation (or direct negotiation) between consumers and suppliers,
- mediation (which could be conducted by an arbitrator, a mediation unit set up by the State agency for consumer protection, or a consumer association),
- through administrative procedures conducted by the State organisations for consumer protection (district-level agencies would have jurisdiction over claims worth below one hundred million LAK, while claims worth more than one hundred million LAK would fall under the jurisdiction of provincial-level agencies)
- through court proceedings.

Any consumer who suffers loss or damage caused by the consumption or use of goods and services may notify and request the supplier to provide compensation or other remedies. The supplier must reply within three days from the date it receives the notice or request, and propose solution to the consumer within seven days from that date.

Any consumer who files a petition to the consumer protection agencies or the relevant ministries must provide evidence which proves (i) the purchase of goods and services, and (ii) a violation by the supplier.

The State consumer protection agency has the power to order the supplier to remedy and compensate the damage or loss suffered by the consumer.



Laws and Regulations

The principal law for consumer protection in Malaysia is the Consumer Protection Act 1999 [Act 599] (CPA). The CPA is said to drive the establishment of various consumer protection mechanisms in Malaysia, and to bridge gaps that may occur in other major laws, which may be inadequate in protecting consumers.

The CPA has undergone several amendments since its enactment to cover various emerging issues relating to consumers, including the inclusion unfair contract terms and credit sale transaction. The amendments also specified the extension of the jurisdiction of Tribunal for Consumer Claims (TCC), relating to the total amount of an award of the Tribunal, which can be sought not exceeding RM50,000 (previously RM25,000), and the increase of the punishments which may be imposed on any person who fails to comply with an award.

Scope and Coverage

The CPA applies to all consumer transactions in Malaysia, i.e. transactions related to goods and services that are offered or supplied to one or more consumers in trade including any trade transaction conducted through electronic means.

As mentioned, the CPA, through many rounds of amendments, is a very comprehensive piece of legislation, covering almost every aspects of consumer protection; ranging from misleading and deceptive conducts, false representation and unfair practices; safety of goods and services; unfair contract terms; guarantees in respect of the supply of goods and services; and product liability; to the establishment, structure and functions of the National Consumer Advisory Council; the Committee on Advertisement; the Tribunals for Consumer Claims; and other matters related to enforcement, offences, remedies, compensation, etc.

Definition of Consumer

The CPA defines a consumer to be a person who acquires or uses goods or services of a kind ordinarily acquired for personal, domestic or household purpose, use or consumption.

Any person who acquires or uses the goods or services, or holds himself out as acquiring or using the goods or services, primarily for the purpose of resupplying them in trade; or consuming them in the course of a manufacturing process; or in the case of goods, repairing or treating, in trade, other goods or fixtures on land, is not considered as a consumer.

Consumer Rights and Responsibilities

Malaysia recognizes 8 consumer rights as below:

- Right to satisfaction of basic needs;
- Right to safety;
- Right to be informed;
- Right to choose;
- Right to be heard;
- Right to redress;
- Right to consumer education; and
- Right to a healthy environment.

Product Safety and Liability

The CPA provides for general safety requirements to ensure the safety of consumers, prohibiting any goods which are not reasonably safe having regard to all the circumstances, including the manner in which, and the purposes for which, the goods are being or will be marketed, the get-up of the goods, the use of any mark in relation to the goods; and instructions or warnings in respect of the keeping, use or consumption of the goods as provided under Section 21 of the CPA. Section 32(1) of the CPA further provides that, where goods are supplied to a consumer, there is an implied guarantee that the goods are of acceptable quality.

According to Section 67(1) of the CPA, a 'defect' exists if the safety of the product is not such as a person is generally entitled to expect. The CPA, however, does not impose liability on every person connected with the defective products. Where any damage is caused wholly or partly by a defect in a product, only the producer, the brand-owner and the importer shall be liable for damage. In respect of death, personal injury and damage to property caused by a defective product, a plaintiff only has to prove the causal link between his/her damage and the defect in order to be successful in a product liability claim.

In addition, the Food Act 1983 [Act 281] and its Food Regulations 1985 under the Ministry of Health <<http://www.moh.gov.my>> is also an important law that protects consumers in Malaysia against unsafe food, which also carries specific provisions on labelling and nutrition. The Poison Act 1952 [Act 366] and Poison Regulations 1952 regulated by Pharmaceutical Services Program under Ministry of Health <<https://www.pharmacy.gov.my/>> oversees the import, transport, storage, and labelling of poisons to be used for industry, agriculture or horticulture that prohibit storing of poisonous substances on a shelf or near food. Regulation 12 of Poison Regulations 1952 also regulates labelling of dispensed medicine.

The advancement of modern biotechnology, including genetically modified organisms, and its potential impact on the safety of consumers' health and environment is also being addressed through the Biosafety Act 2007 [Act 678] under the Ministry of Science, Technology and Innovation (MOSTI) <<https://www.mosti.gov.my/>>.

Unfair Practices and Unfair Contract Terms

On the other hand, Section 24A(c) of the CPA clearly defines an unfair contract term as a term in a consumer contract which, with regard to all the circumstances, causes a significant imbalance in the rights and obligations of the parties arising under the contract to the detriment of the consumer.

Furthermore, a contract or a term of a contract is procedurally unfair if it has resulted in an unjust advantage to the supplier or unjust disadvantage to the consumer on account of the conduct of the supplier or the manner in which or circumstances under which the contract or the term of the contract has been entered into or has been arrived at by the consumer and supplier. A contract or a term of a contract is substantively unfair if the contract or the term of the contract is in itself harsh; or is oppressive; or is unconscionable; or excludes or restricts liability for negligence; or excludes or restricts liability for breach of express or implied terms of the contract without adequate justification.

If a contract or a term of a contract excludes or restricts liability, or excludes rights, duties and liabilities, it is for the supplier relying on such exclusion or restriction to prove that it is not without adequate justification. If a contract or a term of a contract is deemed procedurally or substantively unfair by the court, the court may declare

the contract or the term of the contract as unenforceable or void.

Misleading and Deceptive Conduct, False Representation

The CPA defines “false”, “misleading” or “deceptive”, in relation to conduct, representation or practice as conduct, representation or practice which is capable of leading a consumer into error. It goes on to prohibit all misleading conducts, false or misleading representation, false or misleading representations with regards to land and price, bait advertising and other similar conducts.



Sectoral Issues

Phone, Internet Services and E-Commerce

Relevant legislations for this sector include the Digital Signature Act 1997 [Act 562], which provides an avenue for secure online transactions through the use of digital signatures, the Computer Crimes Act 1997 [Act 563], the Communications and Multimedia Act 1998 [Act 588] and the Personal Data Protection Act 2010 [Act 709].

The Communications and Multimedia Act 1998 [Act 588], for example, has provisions on matters related to the consumer code, including model procedures to reasonably meet consumer requirements, the handling of customer complaints and disputes, including an inexpensive arbitration process other than a court, and procedures for the compensation of customers in case of a breach of a consumer code, and/or the protection of consumer information.

The Personal Data Protection Act 2010 [Act 709] regulates the processing of personal data in commercial transactions. It also provides for an individual's rights and expectation related the usage of his or her private, including prescribed fee for data access or formal request in writing and approval.

The Electronic Commerce Act 2006 [Act 658] provides for legal recognition of electronic messages in commercial transactions, the use of the electronic messages to fulfil legal requirements and to enable and facilitate commercial transactions through the use of electronic means and matters that protect consumers from illegal e-commerce transactions.

The agencies responsible for implementing these laws are the Ministry of Communications and Multimedia <<http://www.kkmm.gov.my>>, the Ministry of Domestic Trade and Consumer Affairs <<https://www.kpdnhep.gov.my>>, the Malaysian Communication & Multimedia Commission <<https://www.mcmc.gov.my/>> and the Department of Protection of Personal Data <<https://www.pdp.gov.my/>> .

Consumer Credit and Banking

All banks and financial institutions in Malaysia must be licensed under Financial Services Act 2013 [Act 758] and Islamic Financial Services Act 2013 [Act 759] and development financial institutions under Development Financial Institutions Act 2002 [Act 618],* which specifies provisions on licensing and regulation of banks and financial institutions.

The Hire Purchase Act 1967 [Act 212] regulates the form and contents of hire-purchase agreements, rights and duties of parties such as agreements.

The Moneylenders Act 1951 [Act 400] regulates and controls the business of money lending, the protection of borrowers of the monies lent in the course of such business, and matters connected therewith.

The Pawnbrokers Act 1972 [Act 81] regulates and controls the business of pawnbroking, the protection of pawners and pledges pawned in the course of such business, and matters connected therewith.

The agencies responsible for issues related to consumer credit and banking in Malaysia are the Central Bank of Malaysia <<http://www.bnm.gov.my/>> and the Ministry of Housing and Local Government <<http://www.kpkt.gov.my/>>.

Healthcare Services

In general, Malaysia has also put in place several laws and regulations to regulate its healthcare industry, including the:

- Medicines (Advertisement And Sale) Act 1956 (Revised 1983) [Act 290];
- Private Healthcare Facilities and Services Act 1998 [Act 586];
 - Private Healthcare Facilities And Services (Private Medical Clinics Or Private Dental Clinics) Regulations 2006;

- Private Healthcare Facilities And Services (Private Hospitals And Other Private Healthcare Facilities) Regulations 2006; and
- Sale of Drugs Act 1952 (Revised 1989) [Act 368]
 - Control of Drugs and Cosmetic Regulations 1984

The agencies responsible for implementing these laws and regulations and protecting the consumers' interests with regards to healthcare services in Malaysia include Malaysian Medical Council <<http://www.mmc.gov.my/>>, the National Pharmaceutical Regulatory Agency <<http://npra.moh.gov.my/>>, the National Pharmaceutical Control Bureau (NPCB) and the Medical Services Unit under the Ministry of Health.

Professional Services

The Medical Act 1971 [Act 50] governs the medical profession in Malaysia, under which the Malaysian Medical Council (MMC) has been established to protect consumers and outline the code of conduct for medical practitioners. The MMC has disciplinary jurisdiction over all practitioners registered under this Act, and can exercise disciplinary jurisdiction over any registered person who has been convicted in Malaysia or elsewhere of any offence related to fraud or misrepresentation.

There are four main categories of 'Infamous Conduct' for which a complaint against a registered medical practitioner can be inquired into:

- Neglect or disregard of professional responsibilities;
- Abuse of professional privileges and skills;
- Conduct derogatory to the reputation of the medical profession; and
- Advertising, canvassing and related professional offences.

With regard to charges, medical practitioners are encouraged to price their fees reasonably and this should be discussed with the patient prior to investigation or treatment, while adhering to the Schedule of Fees published by the Malaysian Medical Association <<https://www.mma.org.my/>>.

Transport Services

The main pieces of legislation in relation to civil aviation in Malaysia include the Civil Aviation Act 1969 [Act 3], its subsidiary legislation, the Civil Aviation Regulations

2016, the Malaysian Aviation Commission Act 2015 [Act 771] and the Civil Aviation Authority of Malaysia Act 2017 [Act 788].

With the establishment of the Malaysian Aviation Commission (MAVCOM) <<https://www.mavcom.my/>>, the area of civil aviation is now under the joint purview of MAVCOM and the Department of Civil Aviation (DCA), both of which are under the supervision of the Ministry of Transport.

The functions of MAVCOM, as laid out in the Act, include:

- regulating economic matters relating to the civil aviation industry;
- providing a mechanism for protection of consumers;
- providing a mechanism for dispute resolution between aviation industry players;
- administering and managing air traffic rights; and
- advising the Government, administering and managing routes under public service obligations.

Consumers could make direct complaints to MAVCOM for any claims related to the aviation industry.



Consumer Protection Agencies

The government agency which is primarily responsible for policy-making and law enforcement on consumer protection in Malaysia is the Ministry of Domestic Trade and Consumer Affairs (MDTCA) <<https://www.kpdnhep.gov.my>>. The MDTCA is also responsible for receiving consumer complaints and acts as a secretariat to the National Consumer Advisory Council (NCAC) – an institution established by the Minister of Domestic Trade and Consumer Affairs to advise him on any relevant consumer issues and the implementation of the CPA.



Consumer Organisations and Associations

The most notable non-governmental institution on consumer protection in Malaysia is probably the Federation of Malaysian Consumers Associations (FOMCA) <<http://www.fomca.org.my>>. It is the umbrella body for 16 consumer associations in Malaysia, and a member of Consumers International since the year 1975.

Most consumer organisations and association in Malaysia would have dispute settlement services (through mediation, and arbitration) for its members and non-members, in addition to other advocacy and campaign activities, as well as general consumer research, education and awareness raising.



Redress

Before the establishment of the Tribunal for Consumer Claims (TCC), all disputes between a consumer and a supplier and/or manufacturer, if could not be solved amicably, had to be brought before a civil court, which was often costly and time-consuming. The primary objective of the establishment of TCC is to provide an alternative channel for consumers to file a claim for redress in a convenient, inexpensive and speedy manner.

TCC has jurisdiction to hear and determine any claim in respect of any matter within its jurisdiction provided under the CPA where the total amount claimed does not exceed RM50,000. A consumer therefore can lodge a claim with the tribunal claiming for any loss suffered on any matter concerning their interests as a consumer arising from any of the guarantees implied by the CPA, any express guarantees, the safety of goods and services, and misleading and false representation or unfair practices.

Aggrieved consumers can also lodge a complaint with the Ministry of Domestic Trade and Consumer Affairs (MDTCA) through telephone, website, letters and walk-in to its Consumer Complaint Management Centre (CCMC).

A third institution in this regard is the National Consumers Complaints Centre (NCCC) which operates under FOMCA. The NCCC handles national and cross-border complaints without any charge. It is an independent alternative dispute resolution body in Malaysia. The NCCC receives consumer complaints through various channels such as telephone, walk in, e-mail, messaging system, e-complaint, letters and fax. Currently, the NCCC receives complaints on more than 25 industrial sectors. The complainant needs to follow a certain format to fill up the particulars of the complaint. Online complaints are encouraged as it is able to capture the important information about the complainant. The NCCC primarily acts as a mediator between complainants and respondents.



Laws and Regulations

The Law on Consumer Protection of the Republic of the Union of Myanmar is first enacted in 2014 to address consumer issues in the country. In March 15, 2019, the law was amended to be compatible with emerging trends according to Pyidaungsu Hluttaw Law No. 9/2019. The new Consumer Protection Law-2019 comprises of 25 Chapters and 84 Sections, with developments in specific chapters on guarantees, product safety and liability, recall and ban procedures for harmful goods and services, product labeling, and cooperation with consumer associations.

Scope and Coverage

The Consumer Protection Law-2019 in Myanmar applies to all consumer goods or services and consumer transactions. Generally, it aims to protect consumers from unsafe or defective goods or services, provide additional consumer rights and raise consumer awareness. It covers the definition of consumer, the rights and duties of consumers, duties of entrepreneurs, product safety and liability and setting up redress mechanism.

Definition of Consumer

A consumer means a person who purchases, uses, obtains, rents or receives the goods or services not for trading but for personal consumption.

Consumer Rights and Responsibilities

According to the Law, any consumer in Myanmar would enjoy the following fundamental rights:

- right to satisfaction of basic needs;
- right to safety;
- right to be informed;
- right to choose;
- right to be heard;
- right to redress;
- right to consumer education; and
- right to a healthy environment.

Furthermore, the consumers would have the following responsibilities:

- complying with the information and guideline related to goods or services;

- paying the agreed price in purchasing goods or services;
- avoiding false accusation intended to cause detriments to entrepreneurs;
- avoiding any act of saying, writing and acting in order to cause detriments to relevant entrepreneurs in process of settling consumer disputes through media or other means.

Product Safety and Liability

In accordance with the Consumer Protection Law-2019, entrepreneurs are responsible for the liability of goods or services they provided when consumers suffer from great loss or damages due to the consumption of goods or services.

According to section 41, sub-section b and g of the Law, entrepreneurs need to provide labelling descriptions for goods including name, size, quantity and net amount, usage instruction, storage guidelines, side effects, allergens and precautions either in Burmese or its combination with other languages. Anyone who violates these provisions will receive a penalty in form of imprisonment, fines, or both.

Furthermore, in Myanmar, the National Food Law 1997 (amended in 2013), the National Drug Law 1992 (amended in 2014), and the Traditional Drug Law 1996 (amended in 2014) are the key legislations related to the safety and liability of foods and drugs.

In order to monitor the safety of food, drugs and cosmetics, the Department of Food and Drug Administration (FDA) <<http://www.fdamyanmar.gov.mm>> was formed under the Ministry of Health and Sports.

Other government ministries and agencies responsible to ensure product safety in their relevant sectors/localities are the Ministry of Agriculture, Livestock and Irrigation, the Ministry of Planning, Finance and Industry, the Ministry of Natural Resources and Environmental Conservation, the Ministry of Education, and City Development Committees, etc.

Unfair Practices and Misleading Advertisements

In the Consumer Protection Law-2019 Section 21 (h), entrepreneurs are obliged to provide warranties for goods or services. Section 24 and 27 guarantees the

rights of consumers to seek remedies upon the breach of the warranty.

In regards to misleading advertisement, Section 63 of Chapter 23 titled “Prohibitions” forbids entrepreneurs to use advertisements with deceptive claims or false information on the characteristics of the goods or services, their prices, guarantees and usage instructions. The Law also bans advertisements exploiting a person or an event without getting permission from the relevant person.

Unfair Contract Terms

Unfair contract terms in Myanmar are regulated under the Contract Act 1872. Accordingly, contracts and agreements that are entered into not by consent of both parties but by ‘coercion’, ‘undue influence’, ‘fraud’, ‘misrepresentation’, and ‘mistake’, would be unlawful and thus ‘void’ (Section 14-22).

Sectoral Issues

Phone, Internet Services and E-Commerce

The main pieces of legislation relevant to this sector are the Telecommunications Law 2013 (amended in 2017) and the Electronic Transaction Law 2004 (amended in 2021). The Ministry of Communications and Information Technology (MCIT) is the State agency responsible for implementing these laws.

Consumer Credit and Banking

The relevant legislations for this sector are the Financial Institutions Law 2016 and Central Bank of Myanmar Law 2013. The Central Bank of Myanmar (CBM) <<http://www.cbm.gov.mm/>> remains the regulator and is given the authority to regulate and supervise banks and other financial institutions; while the Ministry of Planning, Finance and Industry <<http://www.mopfi.gov.mm>> retains only policy-making powers.

Healthcare Services

Private healthcare institutions including private clinics, private hospitals, private nursing house etc. in Myanmar are presently regulated under the Private Healthcare Services Law 2007 (as amended in 2013).

The Ministry of Health and Sports <<https://www.mohs.gov.mm>> regulates the operations of private healthcare services providers in terms of licensing, inspecting and monitoring compliance of procedures. The Ministry also provides guidance to follow the prescribed standard for quality assurance and safety of patients.

Professional Services

Legislations relevant to professional services in Myanmar include the Medical Council Law 2015 (amended in 2020), the Traditional Medical Council Law 2000 (amended in 2019), the Dental and Oral Medicine Council Law 2018, the Bar Council Act 1929 and the Legal Practitioners Act 1880.

According to the Medical Council Law 2015, the Council is responsible for issuing licenses for medical treatment and pharmacists, as well as registration certificates for doctors. The Council is also responsible for monitoring and enforcement of ethical medical practices.

According to the Traditional Medical Council Law 2019, the Council is responsible for issuing licenses for medical treatment and pharmacists, as well as registration certificates for traditional medical practitioners. The Council stipulates the code of conduct and discipline to be abided by traditional medical practitioners, and takes action against violations of the code.

According to the Dental and Oral Medicine Council Law 2018, the Council is responsible for issuing registration certificates and licenses for medical treatment dental and oral medical practitioners as well as registration certificates for dentists, and also has a supervisory and investigative role to ensure ethical compliance.



Consumer Protection Agencies

The national designated agency for consumer protection, according to the Consumer Protection Law, is the Myanmar Consumer Protection Commission, which comprises of the Union Minister of the Ministry of Commerce as Chairman, Senior Officials from respective government departments and organisations, consumer protection experts and the representatives from consumer protection associations as members and the Director General of the Department as a Secretary.

According to Consumer Protection Law-2019, Myanmar Consumer Protection Commission led by the Union Minister is the highest authoritative body at the national level and the Commission is mainly responsible for policymaking, providing suggestions for consumer protection activities, prioritization of sectors for the safety of goods, assigning duties to the Department of Consumer Affairs for safety tests, as well as issuing notifications, orders, directives and notifications as necessary in accordance with the Consumer Protection Law. Under the Commission, Union Territory, Region and State Consumer Affairs Committees were also organized to receive the complaints and to settle consumer disputes.

The Department of Consumer Affairs (DOCA) under the Ministry of Commerce serves as a main organization to implement consumer protection activities such as consumer education programs, distribution of consumer-related information and holding consumer awareness campaigns across the country. According to Consumer Protection Law-2019, DOCA can appoint officers to be in charge in investigating for as well as recalling unsafe goods or services from the market. The investigation officer is then responsible for preventive measures on product safety.

Consumer Organisations and Associations

A non-governmental organisation working to protect the consumer interests, Myanmar Consumers' Union (MCU) <<http://www.myanmarconsumersunion.org/en/home/>> was formed in November 2012 with 15 Executive Committee members from different professional backgrounds such as medicine, law, education, agriculture, engineering, chemistry, and economy, etc. MCU's Organisational Registration has been granted by the Ministry of Home Affairs in June 2017. MCU is also a member of Consumers International (CI).



Redress

According to the Consumer Protection Law-2019, a consumer could file a complaint through the communication channels (e.g. phone, letter, Facebook) of DOCA by submitting a completed complaint form. An online version is also available at the DOCA official website. The website contains information of the complaint procedures, which can also be obtained from the DOCA Region and State Head Offices, or the Consumer Information and Complaint Centers.

Any consumer who is dissatisfied with unsafe goods or services which do not meet with the prescribed quality or condition could make a complaint to Head Quarter Office in Nay Pyi Taw, or through the DOCA Region or State Head Offices. The Law authorizes DOCA to settle consumer disputes and impose administrative measures. In addition, the Consumer Affairs Committees (CAC), consisting of representatives from DOCA, relevant ministries and private sector organizations are also able to settle consumer complaints by means of mediation if a consumer suffers damages relating to goods or services. If the entrepreneur fails to fulfill its duties (Section 21), or provide warranties for goods and services (Section 24, 25 and 27), the Region and State Head Offices can impose the following administrative penalty: warning, repair, replace, and refund, as outlined in Section 52. The Offices would need to report their investigation results to the CAC for legal action to be taken.

In cases where the CAC conduct an investigation and found a violation from an entrepreneur in the same aforementioned section and restrictions mentioned in chapter 23, it can impose the following penalties: remedy for damages, fines, prohibitions of the sale of goods that are in dispute within a limited period, and temporary or permanent revocation of business license (in coordination with the relevant ministries).

 **Laws and Regulations**

The principal law for consumer protection in the Philippines is the Consumer Act 1992 (Republic Act No. 7394, herewith RA 7394). It came into effect on July 15, 1992. RA 7394 embodies the Philippines' State policy on the protection of consumers and establishes standards of conduct for business and industry in the country. The general objective of the Act is to protect the interest of the consumers, promote their general welfare and establish standards of conduct for business and industry.

Scope and Coverage

RA 7394 covers a wide range of areas:

- Consumer product quality and safety
- Food, drugs, cosmetics and devices
- Hazardous substances
- Deceptive, unfair and unconscionable sales acts and promises
- Weights and measures
- Consumer product service and warranties
- Price tag
- Labelling and packaging
- Liability for product and services
- Consumer credit transactions
- Advertising and sales promotions
- Repair and service firms, and
- Consumer complaints handling

It applies to all consumer products and services and consumer transactions in the Philippines.

“Consumer products and services” means goods, services and credits, debts or obligations which are primarily for personal, family, household or agricultural purposes, which shall include but not limited to, food, drugs, cosmetics and devices.

“Consumer transaction” means a sale, lease, assignment, award by change, or other disposition of consumer products, including chattels that are intended to be affixed to land, or of services, or of any right, title, or interest therein, except securities and contracts of insurance, or

grant of provision of credit to a consumer for purposes that are primarily solicitation or promotion by a supplier with respect to a transaction aforementioned.

Definition of Consumer

As explained by RA 7394, “consumer” means a natural person who is a purchaser, lessee, recipient or prospective purchaser, lessee or recipient of consumer products, services or credit.

Consumer Rights and Responsibilities

The Philippines amended RA 7394 to include the following 8 consumer rights:

- Right to basic needs;
- Right to safety;
- Right to information;
- Right to choose;
- Right to representation;
- Right to redress;
- Right to consumer education; and
- Right to healthy environment

The law also stipulated 5 consumer responsibilities, which are: critical awareness, action, social concern, environmental awareness and solidarity.

Product Quality and Safety

According to RA 7394, it is the duty of the State to develop and provide safety and quality standards for consumer products, including performance or use-oriented standards codes of practice and methods of tests (Article 5). Accordingly, it is unlawful for any person to manufacture for sale, offer for sale, distribute in commerce, or import into the Philippines any consumer product which is not in conformity with an applicable consumer product quality or safety standard promulgated in the Act (Article 18).

The responsibilities for ensuring product quality and safety in the Philippines are shared amongst three governmental agencies:

The Department of Health (DOH) through its Bureau of Food and Drugs (BFAD), now Food and Drug Administration (FDA) <<http://www.fda.gov.ph/>>, establishes standards for processed food, drugs and cosmetics.

The Department of Agriculture (DA) through its Bureau of Agriculture and Fisheries Standards (BAFS) <<http://www.bafps.da.gov.ph/>> develops standards for agriculture and agriculture-related products including fruits and vegetables and grains.

The Department of Trade and Industry (DTI) through its Bureau of Philippine Standards (BPS) <<https://www.bps.dti.gov.ph/>>, is responsible for developing quality and safety standards with respect to all other consumer products

Liability for Products and Services

In the Philippines, the doctrine of strict liability applies to manufacturers, producers and importers of consumer goods. RA 7394 expressly provides that, “any Filipino or foreign manufacturer, producer and any importer shall be liable for redress, *independently of fault*, for damages caused to consumers by defects resulting from design, manufacture, construction, assembly and erection formulas and handling and making up, presentation or packing of their products, as well as for the insufficient or inadequate information on the use and hazards thereof.” (Article 97)

Accordingly, the concept of defect that would give rise to a liability for damages under the Act is relatively broad. RA 7394 also places upon manufacturers, producers and importers the burden of proving that the products they have placed on the market are not defective and imposes liability independent of the existence or absence of fault on the part of such manufacturer, producer or importer.

RA 7394 also similarly provides for strict liability for defective services. A service is consider defective when it does not provide the safety the consumer might rightfully expect of it, taking the relevant circumstances into consideration, including but not limited to the manner in which it is provided, the result of hazards which may reasonably be expected of it, and the time when it was provided.

Unfair Practices

RA 7394 promotes and encourages fair, honest and equitable relations among parties in consumer transactions, and protects the consumer against deceptive, unfair and unconscionable sales acts or practices. An act or practice is deemed unfair and

unconscionable if:

- the producer, manufacturer, distributor, supplier or seller took advantage of the inability of the consumer to reasonably protect his interest because of his inability to understand the language of an agreement, or similar factors; or
- when the consumer transaction was entered into, the price grossly exceeded the price at which similar products or services were readily obtainable in similar transaction by like consumers; or
- when the consumer transaction was entered into, the consumer was unable to receive a substantial benefit from the subject of the transaction; or
- when the consumer transaction was entered into, the seller or supplier was aware that there was no reasonable probability or payment of the obligation in full by the consumer;
- or the transaction that the seller or supplier induced the consumer to enter into was excessively one-sided in favour of the seller or supplier.

Misleading Advertisements

RA 7394 also protects the consumer from misleading advertisement and fraudulent sales and promotion practices.

An advertisement is deemed, under the provisions of RA 7394, to be false, deceptive or misleading if it is misleading in a material respect. Furthermore, no claim can be made in the advertisement which is not contained in the label or approved by the competent agencies already. And no person shall advertise any food, drug, cosmetic, device, or hazardous substance in a manner that in false, impression regarding its character, value, quantity, composition, merit, and safety.

Direct Selling and Pyramid Marketing

In the Philippines, it is prohibited to employ chain distribution plans or pyramid marketing schemes in the sale of consumer products. (Article 53)

Sectoral Issues

Phone, Internet Services and E-Commerce

Two separate laws set the policy framework for telecommunications services and E-commerce in the

Philippines: the Public Telecommunications Policy Act of 1995 and the E-Commerce Law of 2000.

The E-Commerce Law, in particular, provides the legal recognition of electronic documents or data messages. It also mandates all government agencies to, among others, transact business and perform functions using electronic documents. The Act also penalises hacking and piracy offenses.

Below are some orders issued related to the E-Commerce Law to specifically protect consumers in the sector:

- JOINT DTI-DOH-DA Administrative Order No. 1 Series of 2008 which prescribes rules and regulations for consumer protection for online transactions that covers both local and foreign-based retailers;
- The Central Bank of the Philippines (BSP) <<http://www.bsp.gov.ph/>> issued Circulars No. 269 in 2000 and No. 542 in 2006 which cover electronic banking and safeguard of customer information, prevention of money laundering and terrorist financing, respectively.

The National Telecommunications Commission (NTC) <<http://www.ntc.gov.ph/>> under the Department of Information and Communications Technology (DICT) is the government agency responsible for the supervision, adjudication and control over all telecommunications services throughout the Philippines.

The DTI directs and supervises the promotion and development of electronic commerce in the country with relevant government agencies.

Consumer Credit and Banking

RA 7394 states that the government shall: ‘simplify, clarify and modernize the laws regarding credit transactions and encourage the development of fair and economically sound consumer credit practices.’”

Furthermore, the Truth in Lending Act of 1963 requires creditors to furnish borrowers, prior to the consummation of the transaction, a clear statement in writing. This is expected to ensure consumer awareness of the true cost of financial services.

In the Philippines, one of the largest providers of consumer credit is through credit cards. With the proliferation of credit cards, many laws and regulations were promulgated to govern credit card operations in the country, including:

- The Access Devices Regulation Act of 1998, which requires credit card providers to provide information in writing or orally (with regard to annual percentage rate; computation method, fees, and toll-free numbers, etc);
- BSP Circular No. 398 dated 21 August 2003 which promotes the development of consumer credit through innovative products under conditions of fair and sound consumer credit practices; and
- BSP Circular no. 702 series of 2010 which aims to enhance consumer protection in the credit card operations of banks and their subsidiary or affiliate credit card companies.



Consumer Protection Agencies

The National Consumer Affairs Council (NCAC) is the body created by RA 7394 to improve the management, coordination and effectiveness of consumer programs and policies by different government agencies and private organizations. The Council is composed of representatives from the following government and non-government agencies:

- Department of Trade and Industry (DTI) <<https://www.dti.gov.ph/>>
- Department of Education (DepEd) <<https://www.deped.gov.ph/>>
- Department of Health (DOH) <<https://doh.gov.ph/>>
- Department of Agriculture (DA) <<https://www.da.gov.ph/>>

The NCAC performs the following functions:

- Rationalising and coordinating the functions of consumer protection agencies
- Monitoring and evaluating the implementation of consumer programs and projects and taking appropriate steps to comply with the established priorities, standards and guidelines

- Undertaking a continuing program on consumer education and information campaign
- Submitting to Congress and the Office of the President a full report on the progress of the implementation of consumer programs in the Philippines.

The Council is headed and presided by a Chairman who is elected by the members. He sets up, with the concurrence of the Council, the policies, procedures and standards to govern the implementation and interpretation of the functions and duties of the Council. Amongst all the relevant departments involved in the implementation of RA 7394, the DTI plays the central role. It is also the focal point for the ASEAN Consumer Protection Committee (ACCP).



Consumer Organisations and Associations

There are numerous consumer organizations and associations in the Philippines. For their recognition to assist the government in ensuring protection for the buying public, the DTI is in the process of revisiting its guidelines for the revitalization of consumer movement in the country.



Redress

Under RA 7394, consumers can seek redress by filing a letter of complaint addressed to the concerned department or government agency. The governmental departments concerned – the DTI, DOH, and the DA – upon petition or receipt of complaint letter from any consumer may each, within their own area of competence, commence an investigation. Upon findings of a *prima facie* violation of any rule or regulation promulgated under their jurisdiction, the departments upon verified complaint may commence formal action against any person who appears responsible. Any civil/criminal action shall be filed with the appropriate regular courts (Municipal Trial Court/Regional Trial Court).

A wide range of penalties may be imposed, even if not requested in the complaint. These include cease-and-desist orders, assurance to recall, replace repair or refund the money value, restitution or rescission of the contract, and the imposition of fines of between PhP500 to 300,000 depending on the gravity of the offence.

Among the implementing agencies of RA 7394, it is the DTI which has the largest network of mechanisms providing consumer redress. It has set up mechanisms in all levels i.e. national, regional and local levels. Consumer complaint can be filed at the DTI provincial offices having jurisdiction over the subject of the complaint. In areas where there are no provincial offices, the complaint shall be filed in the regional offices. In cases where the complainant and respondent are situated in different provinces, the complainant has the option to choose the place where to file the complaint.

At the national level, DTI maintains a consumer hotline called One-DTI (1-384) which accepts, reviews, and resolves consumer queries and complaints. The DTI Consumer Care social media pages (Facebook, Instagram, Twitter) also serve as platforms for consumers to reach out to and interact with the DTI regarding their concerns.

Notably, in the Philippines, businesses that are DTI Bagwis Awardees have Consumer Welfare Desks (CWDs), a self-policing mechanism established by the awardee to resolve consumer complaints pertaining to their products and services. In case of dissatisfaction on the handling of CWDs, consumers can always tap the DTI services to resolve the issue.

For disputes involving financial institutions, consumers may contact or personally talk to the manager or officer-in-charge of his/her bank. In cases when complaints are not resolved, consumers may write his/her complaint and send by mail, email, fax or proceed to the BSP.



Laws and Regulations

First enacted in 2003, the Consumer Protection (Fair Trading) Act (Cap. 52A, 2009 Rev. Ed.) (“CPFTA”) is currently the principal legislation on consumer protection in Singapore. The Act has gone through several rounds of amendment, the latest one being in 2016.

Other legislations that are relevant for the implementation of the CPFTA include:

- Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009 relating to direct sales contract, long-term holiday product contract, time share contract or time share related contract; Consumer Protection (Motor Vehicle Dealer Deposits) Regulations 2009 relating to deposits for motor vehicle purchases;
- Consumer Protection (Fair Trading) (Notifiable Events) Regulations 2016 relating to notifiable events for companies under injunction orders for unfair practices under the CPFTA;
- Consumer Protection (Fair Trading) (Opt-Out Practices) Regulations 2009 relating to opt-out practices for goods and services (e.g. goods supplied on a continuing or free-trial basis); and
- Consumer Protection (Fair Trading) (Regulated Financial Products and Services) Regulations 2009 relating to financial products and services regulated by the Monetary Authority of Singapore or under the Commodity Trading Act (Cap. 48A, 2009 Rev. Ed.).

Scope and Coverage

The CPFTA applies to most consumer transactions, but does not apply to sales of land and houses and employment contracts.

‘Consumer transactions’, as defined by the Act, means the supply of goods or services by a supplier to a consumer as a result of a purchase, lease, gift, contest or other arrangement; or an agreement between a supplier and a consumer, as a result of a purchase, lease, gift, contest or other arrangement, in which the supplier is to supply goods or services to the consumer or to another consumer specified in the agreement.

The CPFTA aims to protect Singapore consumers against unfair practices and to give consumers additional rights in respect of goods that do not conform to contract (i.e. lemon law), and for other relevant matters.

It covers the following main issues:

- The meaning of unfair practices;
- Consumer’s right to sue for unfair practice;
- Jurisdiction and powers of courts; Right to cancel certain contracts within cancellation period;
- Additional consumer rights in respect of non-conforming goods (i.e. lemon law);
- Investigative powers of the Competition and Consumer Commission of Singapore (CCCS); and
- Relevant offences.

Definition of Consumer

A consumer, as defined in the CPFTA, means an individual who, otherwise than exclusively in the course of business, receives or has the right to receive goods or services from a supplier; or has a legal obligation to pay a supplier for goods or services that have been or are to be supplied to another individual.

Consumer Rights and Responsibilities

According to the CPFTA, consumers in Singapore have the following rights:

- Right to commence an action against a supplier to seek redress for an unfair practice relating to a consumer transaction
- Right to cancel certain contracts within specified cancellation period; and
- Other rights in respect of non-conforming goods such as to have the goods repaired or replaced, to have reduction in the amount to be paid, or to rescind the contract with regard to those goods (i.e. lemon law).

Product Safety and Liability

The following legislations are the primary ones that deal with product safety and labelling in Singapore:

- Sale of Food Act (Cap 283, 2002 Rev. Ed.);
- Food Regulations, (Cap. 283, 2005 Rev. Ed.);
- Health Products Act (Cap. 122D, 2008 Rev. Ed.);

- Consumer Protection (Trade Descriptions and Safety Requirements) Act (Cap. 53, 2013 Rev. Ed.);
- Consumer Protection (Safety Requirements) Regulations (Cap. 53, Rg 1, 2004 Rev. Ed.); and
- Consumer Protection (Consumer Goods Safety Requirements) Regulations 2011 (Cap. 53, S 113/2011). Several governmental agencies in Singapore are responsible for consumer product safety including:

Product Type	Regulator
Food	Singapore Food Agency < http://www.sfa.gov.sg >
Health products including cosmetic products, medical devices, therapeutic products and Chinese proprietary medicines	Health Sciences Authority < http://www.hsa.gov.sg/ >
33 categories of household electrical, electronic and gas appliances/accessories classified as “Controlled Goods”	Enterprise Singapore < https://www.enterprisesg.gov.sg >
Motor vehicles, motorcycle helmets and children car seats	Land Transport Authority < https://www.lta.gov.sg/ > Traffic Police
Hazardous substances, pesticides and other vector repellants	National Environment Agency (NEA) < http://www.nea.gov.sg/ >

In addition, the “lemon law” inserted via the 2012 CPFTA amendments provides consumers in Singapore with redress against sellers of non-conforming products. The “lemon law” provides for a presumption of non-conformity within the first 6 months after the goods were delivered. In other words, it presumes that goods were defective at the time of sale or delivery, for defects that are detected within 6 months, unless such presumption is incompatible with the nature of the goods or the seller could prove otherwise.

Unfair Practices and Misleading Advertisements

According to the CPFTA, it is an unfair practice for a supplier, in relation to a consumer transaction to do or say anything, or omit to do or say anything, if as a result a consumer might reasonably be deceived or misled; or to make a false claim; or to take advantage of a consumer if the supplier knows or ought reasonably to know that the consumer is not in a position to protect his own interests; or is not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction.

There are also twenty-seven specific unfair practices listed in the Second Schedule to the CPFTA <<https://sso.agc.gov.sg/Act/CPFTA2003#Sc2->>, including “making a representation that appears in an objective form such as an editorial, documentary or scientific report when the representation is primarily made to sell goods or services, unless the representation states that it is an advertisement or a promotion.”

Unfair Contract Terms

Unfair contract terms are regulated under the Unfair Contract Terms Act (Cap. 396, 1994 Rev. Ed.) (“UCTA”), a body of law designed to primarily protect consumers who may be prejudiced by the weaker bargaining positions they occupy in most consumer transactions.

The UCTA prohibits a person from using a contract term or notice to exclude his own liability for negligent acts causing death or personal injury on another. In contrast, for loss or damage beyond death or personal injury, exclusion clauses are valid insofar as they are reasonable.

In the case of a consumer dealing with a business entity, if the transaction is entered into using the latter’s standard form, the UCTA disallows the business from using its standard contractual terms to exclude its own liability for breaches of terms; or exclude or limit its own liability for breaches of terms, or rely on a term to render a different kind of service from that which was reasonably expected of him, or not service at all, unless the standard contractual term is reasonable.

Furthermore, the CPFTA also prohibits any business or person from taking advantage of a consumer by including in an agreement terms or conditions that are harsh, oppressive or excessively one-sided so as to be unconscionable.



Sectoral Issues

Phone, Internet Services and E-Commerce

To ensure quality of telephone and Internet service providers in Singapore, the Code of Practice for Competition in the Provision of Telecommunication Services was enacted in 2012 under the Telecommunications Act (Cap. 323, 2000 Rev. Ed.).

With regards to e-commerce transactions, Singapore does not have a consumer protection law specifically for e-commerce. However, the CPFTA could also apply to e-commerce transactions.

For personal data protection - the Personal Data Protection Act 2012 (Act 26 of 2012) ("PDPA"), administered by the Personal Data Protection Commission <<https://www.pdpc.gov.sg/>> is in place, which applies in conjunction with sector laws that incorporate data protection elements. In the event of any inconsistencies, the sector law will prevail.

In addition, Singapore has put in place the Electronic Transactions Act (Cap. 88, 2011 Rev. Ed.) and the Electronic Transactions (Certification Authority) Regulations 2010 (S 650/2010) to ensure a certain level of security and certainty for the use of electronic transactions. These are administered by the Infocomm Media Development Authority (IMDA) <<https://www.imda.gov.sg/>>. These laws apply equally to e-commerce transactions.

Consumer Credit and Banking

For issues related to consumer credit and banking, the following legislations are relevant:

- Banking (Credit Card and Charge Card) Regulations 2013, issued under Banking Act (Cap. 19, 2008 Rev. Ed.);
- Moneylenders Act (Cap. 188 , 2010 Rev. Ed.); and
- Hire-Purchase Act (Cap. 125, 2014 Rev. Ed.).

Other regulations/executive orders that are relevant include:

- Guidelines on standards of conduct for marketing and distribution activities by financial institutions on prohibiting false and misleading advertisements on consumer credit or banking. These guidelines implemented by the Monetary Authority of Singapore (MAS) <<http://www.mas.gov.sg/>> set out the MAS' expectations that the board and senior management of financial institutions are accountable and responsible for ensuring that there are proper controls in place for their financial institution's marketing and distribution activities;
- Association of Banks in Singapore's code of advertising practice which specifies that advertisements should be legal, clear, fair, reasonable and not be misleading;

- Singapore Code of Advertising Practice, a voluntary code implemented by the Advertising Standards Authority of Singapore <<https://asas.org.sg/>> which states that advertisements should not mislead consumers; and
- Section 16 (3) read with Section 26(1) of the Moneylenders Act (Cap. 188, 2010 Rev. Ed.) and the Registrars' Directions on Advertising & Marketing Activities of Licensed Moneylenders (issued 16 July 2019), which prohibits false and misleading advertisements on consumer credit or banking where it specifies the minimum information which must be included in advertising and marketing material; and the format and location of such material.

Healthcare Services

Healthcare institutions, namely hospitals (including nursing homes), medical and dental clinics, as well as clinical laboratories, in Singapore are currently regulated under the Private Hospitals and Medical Clinics Act (Cap. 248, 1999 Rev. Ed.) and its subsidiary legislation.

The Ministry of Health <<https://www.moh.gov.sg/>> regulates healthcare institutions, namely hospitals (including nursing homes), medical and dental clinics, as well as clinical laboratories, licensing them and ensuring that they maintain good standards of medical/clinical services, to protect the safety and welfare of patients.

Professional Services

Legislations relevant to professional services in Singapore include:

- Medical Registration Act (Cap. 174, 2014 Rev. Ed.) and relevant subsidiary legislations
- Legal Profession Act (Cap. 161, 2009 Rev. Ed.) and relevant subsidiary legislations

The Singapore Medical Council <<http://www.healthprofessionals.gov.sg/>>, a statutory board under the Ministry of Health, maintains the Register of Medical Practitioners in Singapore, administers the compulsory continuing medical education programme and also governs and regulates the professional conduct and ethics of registered medical practitioners.

The Ministry of Law's Legal Industry Division <<https://www.mlaw.gov.sg/>> is responsible for the overall

policy, regulatory framework, promotion and strategic development of Singapore's legal services industry.

The Law Society of Singapore <<http://www.lawsociety.org.sg/>> and the Supreme Court oversee the regulation of professional conduct of Singapore lawyers and foreign lawyers.

A Professional Conduct Council chaired by the Chief Justice oversees the enactment of the relevant rules relating to professional conduct matters. This ensures that all Singapore lawyers and foreign lawyers practising law in Singapore are subject to common ethical and professional responsibility standards.



Consumer Protection Agencies

The Ministry of Trade and Industry oversees policy matters relating to the CPFTA, whereas the Competition and Consumer Commission of Singapore (CCCS) is the administering agency for the CPFTA.

Under the CPFTA, the CCCS has the authority to investigate (Section 12G); require documents; articles or information (Section 12H); enter premises without and under warrant (Section 12I and 12J, respectively); require evidence as to identity (Section 12L); as well as to examine and secure attendance, etc (Section 12M).



Consumer Organisations and Associations

The Consumers Association of Singapore (CASE), is a non-profit, non-governmental organisation that provides assistance, advice, and mediation services to consumers., and more importantly, CASE also provides and promotes consumer rights education, in order to protect and enhance consumer interests and awareness. CASE is a member of Consumers International.



Redress

Consumers should first seek to resolve the disputes out of court. Consumers may also make a complaint with CASE in relation to the dispute with sellers. Upon receipt of the complaint, CASE may, if it deems appropriate, invite the relevant consumer and seller for mediation of the dispute. If the dispute still cannot be settled, the consumer may file a claim in court for civil remedies. Most claims under the CPFTA may be filed in the Small Claims Tribunals <<https://www.statecourts.gov.sg/SmallClaims/Pages/GeneralInformation.aspx>> which deals with disputes involving sums of up to S\$20,000 and below. This limit can be raised to \$30,000 if both parties agree and file a Memorandum of Consent online.

Where a consumer seeks recourse in respect of non-conforming goods under the CPFTA, the court may make an order unconditionally or on such terms as to damages, payment for the goods and otherwise as it thinks just. Hence it is possible that consumers may sue for consequential losses which have resulted from non-conforming goods. The remedies under the CPFTA in respect of non-conforming goods only apply to consumers and not businesses.

Where the consumer's claim involved an unfair practice, the consumer may only commence an action in a court of competent jurisdiction against the supplier where the amount of the claim does not exceed the prescribed limit of S\$30,000. Under the CPFTA, consumers can claim against the supplier for unfair practice if the supplier, for example, does or says anything, or omits to do or say anything, if as a result, a consumer might reasonably be deceived or misled; or makes a false claim.

For disputes regarding financial products or services, parties may look to the Financial Industry Disputes Resolution Centre Ltd <<http://www.fidrec.com.sg/website/index.html>> as an affordable alternative.



Laws and Regulations

The principal law for consumer protection in Thailand is the Consumer Protection Act 1979 (CPA). The CPA has been revised many times to provide the most comprehensive protection possible for consumers in Thailand, the latest being the 4th amendment in 2019.

Other laws that are most relevant to consumer protection in Thailand include:

- Direct Sales and Direct Marketing Act 2002;
- Thai Product Liability Act 2008;
- Consumer Case Procedure Act 2008; and
- Establishment of the Council of Consumer Organization 2019.

Scope and Coverage

In principle, the CPA provides protection in four different areas: consumer protection on advertising, labelling, contracts and product safety. It also provides a definition of the 'consumer'; his fundamental rights; the establishment, powers and functions of the Consumer Protection Board; the establishment, powers and functions of the Office of the Consumer Protection Board (OCPB); procedures for appeal regarding consumer disputes; and relevant penalties.

Definition of Consumer

According to the CPA, a consumer means a person who buy or obtains services from a business man or a person who has been offered or invited by a businessman to purchase goods or obtain services, including a person who duly uses good or a person who duly obtains services from a businessman even if he/she is not the person who pays the remuneration.

Consumer Rights and Responsibilities

The CPA recognises the following fundamental rights of all Thai consumers:

- the right to receive correct and sufficient information and description as to the quality of goods or services;
- the right to enjoy freedom in the choice of goods or services;
- the right to expect safety in the use of goods or services;

- the right to receive a fair contract; and
- the right to have the injury considered and compensated.

Product Safety and Liability

For product safety, Section 29/1 of the 4th amendment of the CPA empowers the OCPB to establish the Committee on Product Safety. The Committee has the authority to demand the entrepreneur to conduct testing on any goods which it suspects may be harmful to consumers and, if appropriate, to prohibit the sale of any goods. Therefore, indirectly, the CPA allows for the quality control of thousands of products throughout Thailand.

Other than the CPA, there are also important specific product safety laws in Thailand which are directly related to the daily lives of consumers as follows:

- The Drug Act 1967, whose purpose is to control the production of drugs, the sale of drugs and the import of drugs for sale in Thailand, and to provide regulations on pharmacists who are responsible for the sale of dangerous drugs.
- The Food Act 1979, which aims at promoting consumer safety through controlling the quality and standards of foods as well as their packaging.

The Product Liability Act which came into force in February 2009 aims to protect consumers who incur damage from defective or dangerous products, by imposing strict liability on business operators involved in the manufacturing and/or sale of the products. It addresses manufacturing defects, design defects, and warning defects (or failure to warn). The Act imposes a strict liability standard.

Unfair Practices/Advertising

The CPA prohibits any advertisements which contain statements, including statements related to the origin, condition, quality or description of goods or services as well as the delivery, procurement or use of goods or services, which are unfair to consumers or which may cause adverse effect to the society as a whole.

More specifically, the following statements would be regarded as being unfair to consumers or likely to cause adverse effect to the society as a whole:

- Statement which is false or exaggerated;
- Statement which will cause misunderstanding in the essential elements concerning goods or services,

- Statement which is directly or indirectly encouraging the commission of an unlawful or immoral act, or which adversely affects the national culture; and
- Statement which will cause disunity or adversely affects the unity among the public.

Another notable piece of legislation in this regard is the Act Governing Prices of Goods and Services 1999, which establishes a Central Board Governing Prices of Goods and Services with the authority to prescribe goods and services to be controlled by the Act; fix the sale/purchase prices of controlled goods and services; ensure that there is sufficient supply of goods or services to meet the domestic demand; consider complaints of distress or damage arising from unfair price practices; lay down regulations governing the payment of rewards and money; and prescribe bases, procedures, and conditions regarding the display of goods and services prices.

Unfair Contract Terms

In Thailand, two laws deal with unfair contract terms for consumers: the CPA and the Unfair Contract Term Act 1997.

The CPA empowers the Consumer Protection Board to consider any business using a written contract to be a “contract-controlled” business. The so-called “controlled contract” to which a business operator and a consumer are parties must adhere to the following elements:

- Essential provisions, as determined by the Board, whereby without such essential provision the consumer could be in a disadvantaged position compared to the business operator;
- Prohibition from applying unfair terms to the consumer.

In the case any essential or unfair term(s) in a controlled contract is deemed by the Board to be excluded but persists therein, the designated unfair terms shall be considered null and void, without prejudice to the rest of the contract.

The main principle of the Unfair Contract Terms Act 1997 is that the Court will examine the terms in a contract by consideration of the good faith of all parties to it, what the parties have done, and the potential negative effects on the parties. Additionally, any term in a contract between the parties, which is made for excluding or restricting liability before the result has occurred, is void and unenforceable.

Under the Unfair Contract Term Act, a ‘consumer’ is defined as ‘any person entering a contract as buyer, lessee, hire-purchase, borrower, insurance applicant or party to any other type of contract in order to acquire property, service or any other interests with remuneration, provided the transaction is NOT for commercial purposes’.

Sectoral Issues

Phone, Internet Services and E-Commerce

In Thailand, the quality of service provided by telephone and Internet service providers is regulated by the Telecom Business Act 2001. The regulatory agency in charge of the sector is the National Broadcasting and Telecommunication Commission (NBTC) <<https://www.nbtc.go.th>>.

The NBTC requires telecom and Internet service providers to offer services in compliance with standards set by the NBTC. These standards address technical issues, service contracts, tariffs, service charges, as well as protection of consumer rights in the areas of personal data, privacy, and freedom of communication via telecommunication networks. The standards are meant to provide services on a fair and equitable basis for both the licensee and users. During the implementation of these standards, the NBTC (or its predecessor) issued several notifications concerning the protection of service users, which have been published in the Government Gazette of Thailand in order to become effective under various laws. This includes procedures for receiving and considering user complaints, the establishment of the Telecommunications Consumer Protection Bureau <<http://tcp.nbtc.go.th/>>, and the 1200 Call Centre, which were implemented to protect the rights of consumers and to enhance their bargaining power and awareness in these areas.

In addition, the NBTC also requires that telecom and Internet service providers establish separate call centres to settle disputes and pursue solutions to user complaints at no additional charge. These centres have been established by operators providing fixed-line, mobile, internet, and payphone services. Thus, service users with issues relating to false tariffs, charges inconsistent with actual usage, services inconsistent with advertisements, or those who wish to terminate their contracts due to poor quality of services or ‘unfair’ treatment, can now seek assistance in this way.

Consumer Credit and Banking

The main pieces of legislation regulating consumer payment, deposit and lending services in Thailand are the Financial Institutions Act 2008 (FIA), the Bank of Thailand Act 1915 (BOTA), and the Civil and Commercial Code (CCC). The FIA and the BOTA, including subsidiary rules and regulations issued thereunder, generally prescribe the scope of permitted and prohibited activities for service providers providing payment, deposit and lending services to customers, whereas the CCC governs the legal relationship between consumers and service providers in respect of the services provided.

The BOT <<https://www.bot.or.th/English/Pages/default.aspx>> is the main authority in charge of supervising and examining financial institutions (and non-financial institutions in certain cases, e.g., granting personal loans and credit cards). Where financial institutions violate or fail to comply with the FIA, the BOT has the power to take certain action, for example, issuing a warning, demanding compliance with relevant requirements, or ordering the closure of offending institutions.

In January 2012, the Financial Consumer Protection Centre (FCC) was established by the BOT to serve as a one-stop service centre to handle enquiries and complaints regarding financial products and services provided by service providers, as well as to resolve problems, coordinate, and track results of complaints. The FCC generally forwards a consumer's complaint together with its suggestions to the relevant department within the BOT for consideration. Consumers are easily able to file a complaint with or contact the FCC for consultation through several channels (for example, doing so by phone, fax or email, or by visiting the BOT's offices).



Consumer Protection Agencies

The OCPB is the governmental agency that is primarily and directly responsible for the protection of consumers in Thailand, including receiving complaints, mediating and bringing cases to court on behalf of the consumers. The OCPB has its own website <www.ocpb.go.th> that distributes information relating to consumer protection including details of certain unsafe products.



Consumer Organisations and Associations

The Foundation for Consumers (FFC) was established in 1994 as a non-government and non-profit consumer organisation working directly with consumers to do policy and advocacy work in Thailand. Originally, the FFC started as a Coordinating Committee for Primary Health Care to coordinate health groups at the national level (1983). Now it is the main leading consumer organisation in Thailand. It also helped to set up the Confederation of Consumer Organisations (CCOT), a non-governmental and non-profit network organisation comprised of 17 consumer organisations and groups around the country working on issues related to health, gender, agriculture, labour rights.

FFC's consumer magazine called Smart Buyer Magazine is an established bi-monthly magazine with more than 12,000 subscribers. The FFC also established a Complaints and Legal Assistance Center in 1994 in conjunction with its magazine. Relevant complaint cases are then relayed to the mass media, in particular through the weekly one hour television programme called Consumers Assembly.



Redress

In addition to submitting complaints to the OCPB and FFC for dispute settlement as mentioned above, consumers in Thailand could also now file a "consumer case" in the Court of Justice, which performs as a "Consumer Court", in accordance with the provisions of the Consumer Case Procedure Act of 2008.

This Act contains many detailed provisions which aim to simplify and facilitate the procedural aspects of bringing consumer claims and to reduce the burden on consumers. For example, consumers can now file claims orally as well as in writing; consumers are exempted from court fees and other charges in certain circumstances; cases must proceed on a faster basis; the court will take a proactive inquisitional approach; the court is given additional powers to issue protective injunctions; and the Act reverses the legal burden of proof, which now lies with the business operators.



Laws and Regulations

With the objective of providing a comprehensive framework for the protection of consumer rights in the country, Vietnam's National Assembly passed the Law on Protection of Consumer Rights (commonly referred to as the Consumer Protection Law 2010) on 15 November 2010. This enactment replaced the 1999 Ordinance on Protection of Consumers' Rights, which is deemed too simple and therefore did not work in practice.

The Consumer Protection Law came into effect from 1 July 2011. To guide in the implementation of a number of articles of the law, the Government of Vietnam has issued the Decree No. 99/2011/ND-CP.

Scope and Coverage

This Law regulates the rights and obligations of consumers, the obligations of business individuals and organizations, the obligations of social organizations in protecting the interests of consumers; mechanisms for resolving disputes between consumers and business individuals and organizations, and the responsibilities of the State on the protection of consumers' interests.

It applies to consumers; business individuals and organizations; agencies, organizations or individuals involved in any activities to protect the interests of consumers in the territory of Vietnam.

Definition of Consumer

According to the Law, a consumer is a person who purchases or uses goods and/or services for personal use or use for families or use for organizations.

Consumer Rights and Responsibilities

The Law recognises the following fundamental rights of the consumers:

- Right to safety
- Right to information
- Right to choose
- Right to be heard
- Right to representation

- Right to redress (divided into two specific rights: right to complain and right to be compensated for any loss and damages suffered)
- Right to consumer education (Article 8)

Besides, the Law also recognises the right of consumers in Vietnam to have their personal information kept confidential and protected. (Article 6)

Apart from the rights, consumers in Vietnam have the following obligations according to the law:

- To check carefully before receiving the goods; to select and consume only goods and/or services with clear origin or source, which cause no harm to the environment, which is not contrary to the fine customs and social morals, which do not cause harm to their own lives or health and that of others; and to observe precisely and fully the manual of goods and/or services.
- To inform State agencies, organizations or individuals concerned when detecting goods and/or services circulating in the market which are not safe, which may cause damages or threaten to cause damages to the life, health and property of consumers; or when detecting behaviours of business individuals and organizations which may infringe upon the legitimate rights or interests of consumers.

Product Safety and Liability

Several legislations have been promulgated to address the issues of product safety and liability in Vietnam, in addition to specific provisions incorporated in the Consumer Protection Law 2010, including the Law on Quality of Products and Services 2007 and the Law on Food Safety 2010.

The Law on Quality of Products and Services 2007 addresses the quality of goods and services, and the allocation of compensation for defective goods and services amongst producers, importers, sellers, purchasers and consumers. It distinguishes the type of damage to the consumer that shall be compensated and stipulates exceptions where producers, importers and sellers may not have to pay compensation to purchasers

and consumers. This law is implemented by the Ministry of Science and Technology of Vietnam (MOST) <<https://www.most.gov.vn>>.

According to Article 3 of this law, ‘The quality of products and services is the level at which the characteristics of a product or service meet requirements for applicable announced standards and corresponding technical specifications.’ Manufacturers are required by this law to issue a notification and cease production if their product is unsafe. A similar obligation applies to importers.

The Law on Food Safety 2010 sets out the rights and obligations of organisations and individuals with respect to food safety in Vietnam; conditions to ensure the safety of manufacturing, doing business in, and importing and exporting food; advertising and labelling food; testing food; analysing threats to food safety; and protecting, preventing and overcoming food safety problems. This law is implemented by the Ministry of Health of Vietnam (MOH) <<http://moh.gov.vn>>.

Under Article 3.3 of the Law on Consumer Protection 2010, defective products are products which fail to ensure the safety of consumers, which endanger their lives or health and could cause loss or damage to their assets. This includes products which meet current technical standards or criteria but the defect was undiscoverable at the time they are supplied to the consumer. Manufacturers and/or importers are liable, at their own cost, for the recall of defective products. The law provides for clear procedures for product recall. However, it is silent on the issue of defective services.

Unfair Practices and Misleading Advertisements

The Consumer Protection Law 2010 does not provide a general definition of unfair practices against consumers. However, it provides for a list of prohibited practices with certain elements of ‘unfairness’, which also includes misleading advertisements:

- Attempt in deceiving or misleading consumers via advertising activities, or hiding or providing information that is incomplete, false or inaccurate about the goods and/or services being provided; or the reputation, business ability, and ability to provide goods and/or services; or the contents and characteristics of transaction with consumers;

- Harassing consumers through the marketing of goods and/or services contrary to the wishes of consumers two or more than two times or other acts that obstruct or affect the normal works or activities of consumers;
- Using force, threatening to use force or other means to cause damage to life, health, honor, prestige, dignity and property of consumers;
- Taking advantage of disadvantaged consumers or taking advantage of natural disasters and diseases to force a trade;
- Conducting trade promotion activities, or suggest transactions directly with a person who have no capacity for civil acts or who have lost their civil act capacity;
- Requiring a consumer to pay for goods or services provided without prior agreement with the consumer;
- Taking advantage of disadvantaged consumers or taking advantage of natural disasters and diseases to provide goods and/or services that does not guarantee quality; *inter alia*.

Unfair Contract Terms

According to the Consumer Protection Law 2010, terms of the contracts concluded with consumers and general trading conditions shall have no effect (*because they are unfair in nature*) in the following cases:

- Where they exclude liability of business individuals and organizations to consumers;
- Where they restrict or exclude the right to complaint and take lawsuits by consumers;
- Where they allow business individuals and organizations to unilaterally change the conditions of the contract agreed in advance with the consumer or the rules and regulations for the sale of good sales or provision of services which apply to consumers when buying and using goods and/or services are not specifically indicated in the contract;
- Where they allow business individuals and organizations to unilaterally declare that the consumer has failed to perform one or more obligations;
- Where they allow business individuals and organizations to set forth or change the price at the time of delivery of goods or provision of services;

- Where they allow business individuals and organizations to explain the contract in case of different interpretation of the terms;
- Where they exclude the liability of business individuals and organizations in cases where the business individuals and organizations sell goods or provides services through a third party;
- Where they force consumers to comply with obligations even if the business individuals and organizations have not fulfilled their obligations; and
- Where they allow business individuals and organizations to transfer rights and obligations to third parties without the consumer's consent.

Sectoral Issues

Phone, Internet Services and E-Commerce

The Law on Telecommunications of 2009 provides the legal basis for regulating the telecom sector in Vietnam, while issues related to information technology and electronic transactions are covered under the Information Technology Law of 2006 and the Electronic Transactions Law of 2005.

According to the Law on Telecommunication 2009, the provision of electronic communication services to consumers is subject to mandatory quality control for certain types of services (for example, telephone services via terrestrial fixed telecoms networks, telephone services via terrestrial mobile telecoms networks, terrestrial fixed broadband internet access services using xDSL, among others).

In addition, the confidentiality of personal information transmitted via a public telecoms network must be protected. Telecoms enterprises may not disclose personal information about a telecoms service user (including the user's name and address, the number and location of the transmitting or receiving server, times of calls and other personal information supplied by the user when contracting with such enterprise).

According to Article 46 of the Law on Electronic Transactions 2005, agencies, organizations and individuals are not allowed to use, provide or reveal secret personal information or information of any agency,

organization and individual through e-transactions without their permission.

The Ministry of Information and Communications (MIC) of Vietnam <<http://english.mic.gov.vn/>> is in charge of the implementation of these laws.

Consumer Credit and Banking

There are two laws that cover the banking sector in the country: the Law on Credit Institutions of 2010, which licenses and regulates banks and financial institutions, and the Law on the State Bank of Vietnam of 2010 which regulates banking activities. The latter replaced the State Banking Law No. 10/2003/QH11.

The State Bank of Vietnam (SBV) <<https://www.sbv.gov.vn/>> is the regulator for all matters related to monetary policies, credit and banking activities in the country.

Healthcare Services

Laws governing healthcare services in Vietnam are all enacted in the years since 2000. They include the Law on Medicines of 2005, the Law on Health Insurance of 2008, and the Law on Medical Examination and Treatment of 2009.

The Law on Health Insurance requires compulsory participation in social health insurance by Vietnamese citizens and stipulates six groups of participants for compulsory social health insurance.

The Law on Medicines regulates conditions for trading drugs. It requires that drugs must be registered with the MOH for circulation in Vietnam. This law also governs the advertising and clinical trials of drugs.

The Law on Medical Examination and Treatment is designed to ensure that all patients receive appropriate and equal treatment. It therefore sets out many stringent requirements for medical practitioners and medical examination and treatment establishments regarding professional qualifications and ethical criteria.

The MOH is responsible for overall State management of the health sector in Vietnam. The Drug Administration of Vietnam (DAV) <<http://www.dav.gov.vn/>> under the MOH manages drug registration, drug quality, business activities relating to drugs, and drug prices. Vietnam

Social Security (VSS) <<https://vss.gov.vn/>>, which is an agency under the government, is responsible for the implementation of health insurance policy and management of health insurance funds.



Consumer Protection Agencies

The state agency responsible for implementing the Consumer Protection Law 2010 and Competition Law 2018 of Vietnam is the Vietnam Competition and Consumer Authority (VCCA), under the Ministry of Industry and Trade (www.moit.gov.vn).

The VCCA is in charge of policy-making and inter-agency coordination in the area of consumer protection. It also receives and mediates complaints from consumers, imposes administrative sanctions on violations of the law, governs standard contracts and general trading conditions, and undertakes consumer education and awareness-raising. Thanks to the VCCA's dual mandate, consumer rights are also ensured through competition law implementation as well as the handling of competition cases (including unfair and misleading advertisements, unfair competition practices, etc).

The VCCA maintains a hotline (18006838) through which consumers could submit their complaints and receive specific explanations and counsel from the officials of the VCCA.

The Departments of Industry and Trade (DOITs) at the provinces are responsible for law enforcement on consumer protection at the provincial level.



Consumer Organisations and Associations

By the end of 2019, Vietnam has 56 formally-registered consumer associations, including 55 provincial associations and 1 central association named Vietnam Consumer Protection Association (VICOPRO). VICOPRO was established in 2018 after a restructuring process of the former Vietnam Standards and Consumers Association (VINASTAS) into two separate organizations: one professional organization specialized

on standards and quality, and one social organization solely dedicated to consumer protection. Since then, VICOPRO has been closely cooperating with VCCA and other external partners to implement the Consumer Protection Law 2010.



Redress

According to the Consumer Protection Law 2010, disputes between consumers and business could be resolved through:

- Negotiation (i.e. direct negotiation between the parties)
- Mediation (usually conducted by VICOPRO and other provincial associations part of their complaint-handling functions)
- Arbitration; and
- Courts.

Consumers have the right to initiate a lawsuit in accordance with fast track procedures, in addition to normal civil lawsuits filed at the courts, when the following conditions are met in full:

- There is only one plaintiff who is a consumer;
- The transaction is valued up to 100 million Vietnamese dong; and
- The defendant directly supplies goods and services to the consumer.

In civil cases, consumers and consumer organisations are obliged to provide evidence proving the damages to their legitimate rights and interests, but would not have to prove the faults of business individuals and organisations. They will also be exempted from court fees and charges. Business individuals and organisations, on the other hand, shall bear the burden of proof with regard to their innocence.

According to Article 26 of the Consumer Protection Law 2010, administrative actions can also be taken by state agencies, i.e. VCCA at the central level or DOITs at the provincial level. Upon finding that consumer interests have been violated, consumers and/or consumer organisations may submit a request and provide proof for an investigation to be taken by either of the agencies.

The following sanctions may be imposed:

- Ordering business individuals and organizations to withdraw and destroy or stop supplying the goods or services;
- Temporarily or permanently suspending the business activities of the said individuals or organizations; and
- Ordering business individuals and organizations to eliminate terms or provisions that violate the interests of consumers, in cases of unfair standard form contracts or general trading conditions.



ANNEX I

Principal Consumer Protection Laws in ASEAN











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ASEAN Member States	National Consumer Protection Law and Link for Download
 Brunei Darussalam	The Consumer Protection (Fair Trading) Order, 2011 < https://aseanconsumer.org/file/pdf_file/Consumer_Protection_Fair_Trading_Order_2011_Brunei_Darussalam.pdf > < http://www.agc.gov.bn/AGC%20Images/LAWS/Gazette_PDF/2011/EN/s064.pdf >
 Cambodia	Consumer Protection Law 2019 (link to be updated)
 Indonesia	Law No. 8 of 1999 on Consumer Protection < https://aseanconsumer.org/file/pdf_file/04%20Law-No.-8-Concerning-Consumer-Protection.pdf >
 Lao PDR	Law on Consumer Protection 2010 < https://aseanconsumer.org/file/pdf_file/Law%20on%20Consumer%20Protection%20-%20English.pdf >
 Malaysia	Consumer Protection Act (CPA) 1999 < https://aseanconsumer.org/file/post_image/CONSUMER%20PROTECTION%20ACT%201999%20AMENDMENT%202019%20.pdf >
 Myanmar	Law on Consumer Protection of the Union of Myanmar, 2019 < https://aseanconsumer.org/file/pdf_file/ConsumerProtectionLaw%202019.pdf >
 Philippines	Consumer Act, 1992 (Republic Act No. 7394) << https://aseanconsumer.org/file/pdf_file/Republic%20Act%20No.%207394%20-%20The%20Consumer%20Act%20of%201992.pdf >> < https://www.officialgazette.gov.ph/1992/04/13/republic-act-no-7394-s-1992/ >
 Singapore	Consumer Protection (Fair Trading) Act (CPFTA) 2003, as amended in 2016 < https://aseanconsumer.org/file/pdf_file/Singapore%20Legislation%20-%20CPFTA%20(English).pdf >
 Thailand	Consumer Protection Act 1979 (CPA), as amended in 2013 < https://aseanconsumer.org/file/pdf_file/The%20Consumer%20Protection%20Act%201979.pdf >
 Vietnam	Law on Protection of Consumer Rights, 2010 < https://aseanconsumer.org/file/pdf_file/Vietnam%20Legislation%20-%20Law%20on%20Protection%20of%20Consumer%20(english).pdf >

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ANNEX II: Comparative Table on Consumer Protection Frameworks in ASEAN

ASEAN Member States	General Consumer Protection Law	Product Safety and Liability	Weights & Standards	Unfair Commercial Practices	Unfair Contract Terms	Misleading Advertisement	Direct Selling/Pyramid Marketing	E-Commerce	Redress
 Brunei Darussalam	Consumer Protection (Fair Trading) Order, 2011 (CPFTO)	No standalone legislation	Weights and Measures Act, 1983	The CPFTO listed 20 specific practices under its Second Schedule	Brunei Unfair Contract Terms Act, 1999	Covered under the CPFTO	Not regulated	Electronic Transactions Act 2001 (amended in 2008).	Complaints under the CPFTO could be filed with the Department of Competition and Consumer Affairs (DCCA) or the Small Claims Tribunal
 Cambodia	Consumer Protection Law 2019	Law on the Management of Quality and Safety of Products, 2000 (LMQSP)	Law on Standards, 2007	Not regulated	Not regulated	Covered under the Consumer Protection Law 2019 and the LMQSP	Not regulated	Not regulated	Currently, consumers in Cambodia can only take legal action for tort or other actions to enforce their rights in courts.
 Indonesia	Law No. 8 of 1999 on Consumer Protection	No standalone legislation, covered under Law No. 8/1999	Law No. 20/2014 on Standardisation and Conformity Assessment	No standalone legislation, covered under Law No. 8/1999	No standalone legislation, covered under Law No. 8/1999	No standalone legislation, covered under Law No. 8/1999	Not regulated	Information and Electronic Transactions Law No. 11/2008	Consumers could file charges at a court of law or have their complaints resolved through the district-level Consumer Dispute Settlement Bodies (BPSK - Badan Penyelesaian Sengketa Konsumen)
 Lao PDR	Law on Consumer Protection, 2010	Law on Food 2013 Law on Drugs and Medical Products 2011 Some general aspects covered by the Law on Consumer Protection 2010	Law on Standards 2014	Not regulated	Not regulated	Covered under the Law on Consumer Protection 2010	Not regulated	Electronic Transactions Law, 2013	Four methods for settling disputes between consumers and suppliers: reconciliation (or direct negotiation), mediation, through administrative procedures conducted by the State organisations for consumer protection, and through court proceedings
 Malaysia	Consumer Protection Act (CPA) 1999	Covered under the CPA 1999 Food Act 1983, Food Regulations 1985 Weights and Measures Act 1972	Covered under the CPA 1999 Weights and Measures Act 1972	Covered under the CPA 1999	Covered under the CPA 1999	Covered under the CPA 1999	Covered under Direct Selling and Anti-Pyramid Schemes Act 1993	Electronic Commerce Act 2006	Consumer complaints and claims could be addressed through the Tribunal for Consumer Claims (TCC), the Consumer Complaint Management Centre (CCMC) of the Ministry of Domestic Trade and Consumer Affairs (MDTCA) or the National Consumers Complaints Centre (NCCC).
 Myanmar	Consumer Protection Law 2019 of the Union of Myanmar	Covered under the Consumer Protection Law 2019, National Food Law 1997 (amended in 2013), National Drug Law 1992 (amended in 2014), and Traditional Drug Law 1996 (amended in 2014)	Law on Standardisation 2014	Covered under the Consumer Protection Law 2019	Covered under the Contract Act 1872	Covered under the Consumer Protection Law 2019	Not regulated	Electronic Transactions Law 2004	Consumers could lodge their complaints through the Department of Consumer Affairs (DOCA) and the Consumer Affairs Committees (CAC).
 Philippines	Consumer Act, 1992 (Republic Act No. 7394)	Covered under RA 7394	Covered under RA 7394	Covered under RA 7394	Covered under RA 7394	Covered under RA 7394	Covered under RA 7394	E-Commerce Law of 2000	Under RA 7394, consumers can seek redress by filing a letter of complaint addressed to the concerned department or government agency. Any civil/criminal action shall be filed with the appropriate regular courts (Municipal Trial Court/ Regional Trial Court)
 Singapore	Consumer Protection (Fair Trading) Act (CPFTA) 2003 Consumer Protection (Safety Requirements) Regulations 2004	Sale of Food Act (Chapter 283) and Food Regulations, 2017 Consumer Protection (Trade Descriptions & Safety Requirements) Act 1975 & its Regulations Consumer Protection (Safety Requirements) Regulations 2004 Consumer Protection (Consumer Goods Safety Requirements - CGSR) Regulations 2011	Weights and Measures Act 1975 and Regulations	Covered under the CPFTA (24 types of practices listed in its Second Schedule)	Unfair Contract Terms Act (UCTA) 1994	Covered under the CPFTA	Multi-level Marketing and Pyramid Selling (Prohibition) Act 1973	Electronic Transactions (Certification Authority Regulations) 2010	Most claims under the CPFTA may be filed in the Small Claims Tribunals.
 Thailand	Consumer Protection Act 1979 (CPA)	Product Liability Act 2008 Drug Act 1967 Food Act 1979	Measurement Act 1999	Covered under the CPA 1979	Covered under the CPA 1979 and the Unfair Contract Term Act 1997	Covered under the CPA 1979	No standalone legislation yet	No standalone legislation yet	In addition to submitting complaints to the OCPB, consumers in Thailand now could also file a "consumer case" in the Court of Justice, which performs as a "Consumer Court", in accordance with the Consumer Case Procedure Act of 2006
 Viet Nam	Law on Protection of Consumer Rights 2010	Partly covered under the Law on Consumer Protection 2010 Law on Quality of Products and Services 2007 Law on Food Safety 2010	Law on Standards and Technical Regulations 2006	Covered under the Law on Consumer Protection 2010	Covered under the Law on Consumer Protection 2010	Covered under the Law on Consumer Protection 2010	Covered under Consumer Protection Law 2010	Information Technology Law of 2006 Electronic Transactions Law of 2005	According to the Consumer Protection Law 2010, disputes between consumers and business could be resolved through: negotiation; mediation; arbitration; and the court. The law also stipulates that consumer interests could be protected through administrative actions by relevant governmental agencies.







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ANNEX III

Comparative Table on the Rights of Consumers in ASEAN

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AMS	Rights of Consumers
 Brunei Darussalam	<p>Any consumer who has entered into a consumer transaction involving an unfair practice has the right to commence an action in a court of competent jurisdiction against the supplier.</p>
 Cambodia	<ul style="list-style-type: none"> • Right to obtain information and education for weighing the alternatives among goods or services and to be protected against false and misleading representation by commercial advertisements, • Right to choose goods or services which is competing each other on price and quality, • Right to be heard about consumer concerns and to receive settlements from the competent regulators and the royal government, and • Right to demand compensation under this law or by other laws.
 Indonesia	<ul style="list-style-type: none"> • Right to obtain comfort, security and safety in using or consuming the goods and/or service • Right to choose and obtain the goods and/or services with the promised conversion value and condition and warranty • Right to obtain correct, clear and honest information on the condition and warranty of the goods and/or services • Right to be heard in expressing opinion and complaints on the goods and/or services they use or consume • Right to obtain proper advocacy, protection and settlement in the consumer's protection dispute • Right to obtain consumer's training and education • Right to receive proper and honest and non-discriminatory treatment or service • Right to obtain compensation, redress and/or substitution, if the goods and/or services received are not in accord with the agreement or not received as requested; and • Right to obtain rights as regulated in the other provisions of the law.
 Lao PDR	<ul style="list-style-type: none"> • Right to choose, • Right to information, • Right to safety, • Right to redress or remedy, and • Right to be heard (specifically with regards to the manufacturing of counterfeit products, and polluting production activities – which in a way could also be understood as containing some elements of 'the right to a healthy environment').
 Malaysia	<ul style="list-style-type: none"> • Right to satisfaction of basic needs (access to essential goods), • Right to safety (protection against unsafe goods and services), • Right to be informed (protection against misleading advertising and labeling), • Right to choose (ability of a variety of affordable, quality goods and services), • Right to be heard (representation of consumer interests in policy-making and development of goods and services), • Right to redress (fair settlement of just claims), • Right to consumer education (having the awareness and ability to exercise their rights and responsibilities). • Right to a healthy environment (non-threatening to the well-being of present and future generations).
 Myanmar	<ul style="list-style-type: none"> • Right to satisfaction of basic needs; • Right to safety; • Right to be informed; • Right to choose; • Right to be heard; • Right to redress; • Right to consumer education; and • Right to a healthy environment.

AMS	Rights of Consumers
 Philippines	<ul style="list-style-type: none"> • Right to basic needs; • Right to safety (protection against hazards to health and safety); • Right to information (provision of information and education to facilitate sound choice and the proper exercise of rights by the consumer); • Right to choose; • Right to representation (involvement of consumer representatives in the formulation of social and economic policies); • Right to redress; (provision of adequate rights and means of redress); • Right to consumer education; and • Right to healthy environment
 Singapore	<ul style="list-style-type: none"> • Right to commence an action against a supplier to seek redress for an unfair practice relating to a consumer transaction, • Right to cancel certain contracts within specified cancellation period, and • Other rights in respect of non-conforming goods such as to have the goods repaired or replaced, to have reduction in the amount to be paid, or to rescind the contract with regard to those goods (i.e. lemon law).
 Thailand	<ul style="list-style-type: none"> • Right to receive correct and sufficient information and description as to the quality of goods or services; • Right to enjoy freedom in the choice of goods or services; • Right to expect safety in the use of goods or services; • Right to receive a fair contract; and • Right to have the injury considered and compensated.
 Viet Nam	<ul style="list-style-type: none"> • Right to safety • Right to information • Right to choose • Right to be heard • Right to representation • Right to redress (divided into two specific rights: right to complain and right to be compensated for any loss and damages suffered) • Right to consumer education; and • Right of consumers to have their personal information kept confidential and protected.



ANNEX IV

Relevant Websites and Contact Points

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Brunei Darussalam

Department of Competition and Consumer Affairs Department of Economic Planning and Statistics

Ministry of Finance and Economy
Block 2A, Jalan Ong Sum Ping, BA1311
Bandar Seri Begawan, Brunei Darussalam

☎ (673) 2230223, (673) 2230203
☎ Talian Darussalam 123
✉ Email: dcca@jpes.gov.bn
consumercomplaint@jpes.gov.bn
aduanpengguna@jpes.gov.bn

Mobile app: PenggunaBijak



Indonesia

Directorate of Consumer Empowerment

Directorate General of Consumer Protection and Trade
Compliance
Ministry of Trade, Building II Floor 6th
Jl. M. I. Ridwan Rais No.5
Jakarta 10110, Indonesia

☎ (62 21) 3858187
☎ (62 21) 3857954
☎ Hotline: (62 21) 3441839
✉ pengaduan.konsumen@kemendag.go.id
📄 <http://simpktn.kemendag.go.id/>



Cambodia

Consumer Protection, Competition and Fraud Repression Directorate-General (CCF)

Ministry of Commerce
Kdey Takoy Village, Sangkat Veal Sbov, Khan Chbar
Ampov,
Phnom Penh, Cambodia

☎ (+855) 23 231 856
☎ (+855) 92 830 856
📄 <https://www.ccfdg.gov.kh/>
✉ contact.info@ccfdg.gov.kh



Lao PDR

Consumer Protection Division

Department of Internal Trade
Ministry of Industry and Commerce
Phonxay Rd, Ban Phonxay, Saysetha District
Vientiane Capital, Lao PDR

☎ Hotline: 1510
☎ (856)-21 412435
☎ (856)-21 417432
📄 <https://www.facebook.com/laoconsumerprotection>



Malaysia

Ministry of Domestic Trade and Consumer Affairs (MDTCA)

Level 11, No. 13
Persiaran Perdana, Precint 2
Federal Government Administrative Centre,
62623 Putrajaya,
MALAYSIA

☎ (603) 8000 8000
☎ (603) 8882 5983
🌐 <https://www.kpdnhep.gov.my/>

Related divisions under MDTCA

Consumer Complaints Management Center

☎ Hotline: 1800-886-800
🌐 <https://e-aduan.kpdnhep.gov.my/>
✉ Email: e-aduan@kpdnhep.gov.my
🕒 +60 19-279 4317
☎ Fax: (603) 8882 5983

Tribunal of Consumer Claims Malaysia

☎ <https://tspm.kpdnhep.gov.my/>
✉ tpmputrajaya@kpdnhep.gov.my
☎ Fax: (603) 88825831



Myanmar

Department of Consumer Affairs

Ministry of Commerce
Office No.(52), Nay Pyi Taw
The Republic of the Union of Myanmar

☎ 95-67-430217
☎ 95-67-430203
🌐 <http://www.doca.gov.mm>



Philippines

Consumer Policy and Advocacy Bureau (CPAB)

Consumer Protection Group (CPG)
Department of Trade and Industry (DTI)
2F Trade & Industry Building,
361 Senator Gil J. Puyat Avenue,
1200 Makati City, Philippines

☎ (632) 751.3233
☎ (+632) 7751 3233 or
7751 0384 (DTI Direct Hotline)
☎ (632) 890.4949
✉ cpab@dti.gov.ph
🌐 www.dti.gov.ph



Singapore

Ministry of Trade & Industry

100 High Street #04-04
The Treasury Singapore 179434

☎ (65) 6332 7736
☎ (65) 6334 0306
🌐 www.mti.gov.sg

Competition & Consumer Commission of Singapore (CCCS)

45 Maxwell Road
#09-01
The URA Centre
Singapore 069118
☎ (65) 6325 8200
✉ cccs_feedback@cccs.gov.sg
🌐 www.cccs.gov.sg

 **Thailand****Office of the Consumer Protection Board (OCPB)**

The Prime Minister's Office
Government Complex, Building B, 5th Floor,
Chaengwattana Road, Thuong Songhong Sub-District,
Lak Si District, Bangkok 10210, Thailand
Hotline: 1166
☎ (662) 141 2250, 141 2280
☎ (662) 143 7979
✉ consumer@ocpb.go.th
🌐 www.ocpb.go.th

 **Viet Nam****Viet Nam Competition and Consumer Protection Authority (VCCA)**

Ministry of Industry and Trade
25 Ngo Quyen Street, Hoan Kiem District
Hanoi, Vietnam
☎ Hotline: (84) 1800 6838
☎ (844) 22205003
✉ bvntd@moit.gov.vn;
vcca@moit.gov.vn
🌐 <http://vcca.gov.vn/>

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ANNEX V

List of Arbitration and Mediation Centres in ASEAN

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Brunei Darussalam

Brunei Darussalam Arbitration Centre Berhad

Level 8, Block 2D, Simpang 156,
Jalan Kumbang Pasang, BA1311, Brunei Darussalam.

☎ (673) 2240731
☎ (673) 2229593
✉ info@bdac.com.bn
🌐 www.bdac.com.bn

Small Claims Tribunal

Subordinate Court
Law and Court Building
KM 11/2, Jalan Raja Siteri Pengiran Anak Saleha,
Brunei Darussalam

☎ 2232979



Indonesia

Pusat Mediasi Nasional / The Indonesian Mediation Center

Gedung Adi Puri Wisma Subud
Jl. RS Fatmawati No. 52
Jakarta 12430
Indonesia

☎ +62 21 769 1466
☎ +62 21 769 1466
☎ Mobile +62 812 80008 PMN (766)
🌐 <http://pmn.or.id/>

Badan Arbitrase Nasional Indonesia (BANI Arbitration Center)

Wahana Graha Lt. 1&2, (Jakarta Office)
Jl. Mampang Prapatan No. 2
Jakarta 12760
Indonesia

☎ +62 21 7940542
☎ +62 21 7940543
✉ bani-arb@indo.net.id
🌐 www.baniarbitration.org

Badan Mediasi dan Arbitrase Asuransi Indonesia (BMAI)

Menara Duta lantai 7 Wing A
Jl. H.R. Rasuna Said Kav. B-9
Jakarta Selatan 12910
Indonesia

☎ +62 21 527 4145
☎ +62 21 527 4146
✉ info@bmai.or.id
🌐 <http://bmai.or.id>



Lao PDR

Consumer Protection Division

Department of Internal Trade
Ministry of Industry and Commerce
Phonxay Rd, Ban Phonxay, Saysetha District
Vientiane Capital, Lao PDR

☎ Hotline: 1510
☎ (856)-21 412435
☎ (856)-21 417432
🌐 <https://www.facebook.com/laoconsumerprotection>



Malaysia

Ministry of Domestic Trade and Consumer Affairs (MDTCA)

Level 11, No. 13
Persiaran Perdana, Precint 2
Federal Government Administrative Centre,
62623 Putrajaya,
MALAYSIA

☎ (603) 8000 8000
☎ (603) 8882 5983
🌐 <http://www.kpdnhep.gov.my>

Related divisions under MDTCA

Consumer Complaints Management Center

☎ Hotline: 1800-886-800
🌐 <https://e-aduan.kpdnhep.gov.my/>
✉ e-aduan@kpdnhep.gov.my
☎ +60 19-279 4317
☎ (603) 8882 5983

Tribunal of Consumer Claims

- ☎ Hotline: 1-800-88-9811
- 🌐 <https://tspm.kpdnhep.gov.my/>
- ✉ tppmputrajaya@kpdnhep.gov.my
- ☎ (603) 88825831

Malaysian Mediation Centre

- c/o Bar Council Malaysia
 Level 3, Wisma Badan Peguam Malaysia
 No. 2, Leboh Pasar Besar
 50050 Kuala Lumpur, Malaysia
- 🌐 <https://www.malaysianmediationcentre.org/>
 - ☎ 03-2050 2050 (Ext.2107/2088)
 - ✉ mmc@malaysianbar.org.my

COVID-19 Mediation Centre (Pusat Mediasi Covid-19)

- Level 4, Bangunan Setia Perdana 3
 Kompleks Setia Perdana
 Federal Government Administrative Centre
 62502 Putrajaya
- 🌐 <http://www.pmc19.gov.my/>
 - ☎ +603 8872 7070
 - ✉ pertanyaan@pmc19.gov.my



Myanmar

Head of State Head Offices

Department of Consumer Affairs
 the Ministry of Commerce

1. **Kachin State Head Office**
 No. 199, Shwe Taung Street, Myo Thit Quarter,
 Myitkyina City, Kachin State
2. **Kayah State Head Office**
 No. 224-225, Kandaryawaddy Road, Naungyar (A)
 Quarter, Loikaw City, Kayah State
3. **Kayin State Head Office**
 No. 2, Bogyoke Street, Ph- an City, Kayin State
4. **Chin State Head Office**
 No.149, Pyi Taw Thar Quarter, Hakha City,
 Chin State
5. **Mon State Head Office**
 No.7, Lower Main Road, Bokone Quarter,
 Mawlamyine City, Mon State

6. Rakhine State Head Office

Factory Street, Sin Ku Lan Quarter,
 Sittwe City, Rakhine State

7. Shan State Head Office

East Myo-pat Street, Yae Aye Kwin Quarter,
 Taunggyi City, Shan State

Deputy Head of State Head Offices

Department of Consumer Affairs
 the Ministry of Commerce

1. **Northern Shan State Deputy Head Office**
 Airport Street, No. (11)Quarter, Lasho Township,
 Northern Shan State
2. **Eastern Shan State Deputy Head Office**
 NaungYae, No (1) Quarter, Keng Tung Township,
 Eastern Shan State

Head of Regional Head Offices

Department of Consumer Affairs
 the Ministry of Commerce

1. **Yangon Regional Head Office**
 No.228-240, Strand Road, Yangon City,
 Yangon Region
2. **Mandalay Regional Head Office**
 Corner of 35th Street and 65th Street, Chan Aye
 Tharzan Township, Mandalay City,
 Mandalay Region
3. **Ayeyarwaddy Regional Head Office**
 Min Gyi Street, No (2) Quarer, Pathein City,
 Ayeyarwaddy Region
4. **Sagaing Regional Head Office**
 Aungzayya Street, Nandawin Quarter,
 Monywa City, Sagaing Region
5. **Magway Regional Head Office**
 Anawrahta Road, Soekawmin Quarter,
 Magway City, Magway Region
6. **Bago Regional Head Office**
 Dhammazeddi Street, In front of BEHS (5),
 Bago City, Bago Region
7. **Thanintharyi Regional Head Office**
 No. 139, Southern Market Street, Zayit Quarter,
 Dawei City, Thanintharyi Region.

8. Union Territory Head Office

Pyinmana-Taungnyo Road,
 Union Territory Compound Office of Dekkhinathiri
 District Administration, Nay Pyi Taw Council

 **Philippines**
Consumer Policy Advocacy Bureau (CPAB)

Consumer Protection Group (CPG)
 Department of Trade and Industry (DTI)
 2F Trade & Industry Building,
 361 Senator Gil J. Puyat Avenue,
 1200 Makati City, Philippines

☎ (+632) 7791.3335
 (+632) 7791.3101 or 7751.0384 (DTI Direct Hotline)
 (+63) 917.834.3330 (DTI Direct SMS Hotline)

☎ (+632) 8890.4949

✉ cpab@dti.gov.ph

🌐 www.dti.gov.ph

 **Singapore**
Consumers Association of Singapore (CASE)

170 Ghim Moh Road #05-01,
 Ulu Pandan Community Building, Singapore 279621

☎ (65) 64636678

✉ admin@case.org.sg

🌐 www.case.org.sg

Singapore Mediation Centre (SMC)

1 Supreme Court Lane, Level 4,
 Singapore 178879

☎ (65) 63324366

✉ enquiries@mediation.com.sg

🌐 www.mediation.com.sg

Singapore International Arbitration Centre (SIAC)

Address: 32 Maxwell Road, #02-01,
 Maxwell Chambers, Singapore 069115

☎ (65) 67139777

✉ corpcomms@siac.org.sg

🌐 www.siac.org.sg

 **Thailand**
Mediation : Office of the Consumer Protection Board (OCPB)

Government Complex, Bldg. B, 5th Floor,
 Chang wattana road,
 Laksi, Bangkok 10210 Thailand
 Hotline: 1166

☎ +662 141 2250, +662 141 2284

🌐 www.ocpb.go.th

✉ consumer@ocpb.go.th

Arbitration : Thailand Arbitration Center (THAC)

689 Phirach tower, 26th Floor, Sukhumvit road,
 Wattana, Bangkok 10110 Thailand

☎ +662 018 1615

🌐 www.thac.or.th

✉ info@thac.or.th

 **Viet Nam**
Vietnam Competition and Consumer Protection Authority (VCCA)

Ministry of Industry and Trade
 25 Ngo Quyen Street, Hoan Kiem District
 Hanoi, Viet Nam

☎ (84) 1800 6838

☎ (844) 22205003

✉ vcca@moit.gov.vn

🌐 www.bvntd.vca.gov.vn/

www.vcca.gov.vn

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ANNEX VI

List of Consumer Associations in ASEAN

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**Brunei Darussalam**

Consumer Association of Brunei Darussalam (CAB)
- inactive

**Philippines**

N/A

**Cambodia**

N/A

**Singapore**

Consumers Association of Singapore

☎ +65 6463 6678
✉ admin@case.org.sg
🌐 <http://www.case.org.sg/>

**Indonesia**

Indonesia Consumers Organisation (YLKI)

☎ +62 21 798 1858
✉ konsumen@rad.net.id
🌐 <http://ylki.or.id/>

**Thailand**

Foundation For Consumers (FFC)

☎ +66 248 3734 -37
✉ aongsomwang@gmail.com
🌐 <http://consumerthai.org>

**Lao PDR**

N/A

**Malaysia**

Federation of Malaysian Consumers Associations
(FOMCA)

☎ +603-7876 4648
✉ fomca@fomca.org.my
🌐 <http://www.fomca.org.my/v1/>

**Viet Nam**

Viet Nam Consumers Protection Association
(VICOPRO)

☎ +84 (0) 243.227.2086
✉ hoibaoventdvn.org@gmail.com
🌐 <http://hoibaoventdvn.org/>

**Myanmar**

Myanmar Consumer Union

☎ +95 01-548 938
✉ consumers.union.myanmar@gmail.com
🌐 <http://www.myanmarconsumerunion.org/en>

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consumer rights
redress access to justice **B2C** fairness
quality standards access to justice **warranty**
consumer protection vulnerable
consumers cross-border
consumer **Business Conduct** e-commerce
association **product safety** **guarantee**
compensation data privacy

Glossary

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A

Abuse of dominant position

Generally refers to anti-competitive business practices by a firm with a dominant market power. The determination of what is anti-competitive varies by jurisdiction, but generally refers to a set of conduct that creates or maintains market power by some form of restrictive or exclusionary act. The determination of what constitutes a dominant position also varies based on jurisdiction and is often evaluated based on criteria such as market share, structure of the relevant market, barriers to entry, potential competition, financial resources, etc. One common expression of the concept is that an entity is dominant when it has sufficient market power to act independently of its customers and competitors.

Alternative Dispute Resolution (ADR)

Generally refers to any means of settling a dispute without recourse to the formal judicial system (i.e. litigation in a court of law). ADR may include negotiation, mediation, arbitration or ODR. ADR may involve only the parties to the dispute or include third parties as advisors, facilitators or decision makers.

Anti-competitive Practices

Generally refers to conduct (including omissions) or agreements by businesses, associations, government or other entities that negatively affect a market economy, for example, by restricting or reducing trade in goods or services. This can include abuses of dominant position, anti-competitive mergers or anti-competitive agreements. Common examples of the latter are agreements among competitors to allocate markets, fix prices, limit output or bid rigging.

Arbitration

Is a form of ADR where one or more third parties review written or oral arguments and make a determination to resolve a dispute. Arbitration can take many forms including formalities and procedures similar to a court

proceeding. Arbitration can be binding or non-binding. In the former case, arbitral decisions may even be enforceable in courts of law. A key distinction between mediation and arbitration is that mediation attempts to assist the parties to cooperatively resolve a dispute; whereas arbitration involves a third-party decision with respect to liability and potentially remedy.

Assisted negotiation

Is a negotiation process where a neutral and impartial third party or software facilitates the negotiations between the parties. Mediation is a common form of assisted negotiation.

B

B2B

Means business to business and generally refers to sales, transactions or processes between business entities.

B2C

Means business to consumer and generally refers to sales, transactions or other processes between businesses and consumers.

Bait and switch

Generally refers to a deceptive or fraudulent sales tactic where purchasers are offered a specific product or service which, at the time of transaction, is substituted with a less valuable or more expensive option.

Breach of contract

A breach of contract occurs when a party fails to fulfill its obligations, responsibilities or commitments under the contract. Breaches are often divided between non-material (which generally pertain to a minor or ancillary detail of the contract) and material (which relate to core provisions of the contract). In many cases, different remedies are available in the case of a material breach as this is considered to significantly affect the value of the contract.

C

C2C

Means sales or transactions that occur between consumers. This can occur through a number of means, but has C2C transactions have gained more importance through the rise of third party platforms such as eBay, Craigslist and many others which permit consumers to easily engage with each other without recourse to a third party acting as middleman or broker.

Collective action lawsuit

Refers to any form of litigation which may be filed on behalf of a representative class. This can be an important tool in consumer protection matters where the value of individual claims may be quite small; particularly in context of litigation costs. This term may be defined differently in specific jurisdictions.

Compensation

Means something awarded in recognition of loss, suffering, damage or injury; usually money.

Conciliation

Generally refers to a form of ADR where a third-party conciliator is used to help resolve a dispute between parties. As opposed to mediation which normally focuses on resolving the specific dispute, conciliation tends to work towards improving communications and recovering issues with the relationship between the parties so that they can develop a satisfactory resolution to the specific dispute and continue their relationship.

Conduct remedies

Conduct remedies typically seek to terminate and redress inappropriate conduct. It can involve affirmative obligations (e.g. such as correcting misleading labels) or prohibitive injunctions or orders to cease and desist specific conduct (e.g. to stop making deceptive statements about a product).

Competition Law

Refers to a law that seeks to promote and maintain competition in a market economy by regulating anti-competitive conduct such as anti-competitive mergers, anti-competitive agreements and abuses of dominant position. More about its interlinkages with consumer protection can be found in Part 1, sub-section on Interfaces between Consumer Protection and Competition Law.

Consumer

Generally refers to a person who acquires goods or services as an end-user. The exact definition of a consumer will vary based on Jurisdiction and may be limited for purposes of consumer protection law to natural, as opposed to juristic, persons.

Consumer association / organisation

Generally refers to an advocacy group that advocates for and represents consumer interests particularly with respect to consumer protection issues. Such organizations can play a vital role as, in many cases, individual consumers may not be able to properly address issues due to funding and capacity restraints as well as economic incentives as the value of an individual consumer protection case may be quite small compared to the costs involved in properly addressing an issue. In addition, consumer associations may have a role within a jurisdiction's formal consumer protection regime and even represent consumer interests to regulators and other government institutions. See Part 1, sub-section on Consumer Organisations/Associations.

Consumer Fraud

Refers to deceptive practices that cause financial or other losses to consumers. Consumer fraud is often linked to misleading or deceptive representations.

Consumer Liability

Generally refers to a contractual obligation imposed on consumers to act within certain standards in their use of goods and services as a means of limiting consumers' ability to sue for defective goods or services that are not used correctly.

Consumer protection

Refers to the set of official and unofficial measures in place to safeguard the interests of consumers against deceptive or unfair practices. Consumer protection may be private or public and, in the latter case, may fall under the auspices of several laws including, but not limited to, consumer protection laws, labelling laws, health and safety laws, sectoral laws. Consumer protection can address a wide range of concerns such as privacy, fraud, deceptive or misleading practices, product liability, unfair practices, disclosure of relevant information, product quality and safety, etc.

Consumer protection agencies / authorities

Refers to the principal regulatory authority in a jurisdiction tasked with protecting consumer interests and receiving, investigating and resolving complaints under the applicable consumer protection law. See Part 1, sub-section on Consumer Protection Agencies.

Consumer protection law

Refers to a law that seeks to protect consumers from, among other things, deceptive, fraudulent and inappropriate sales and marketing practices. In effect, consumer protection law regulates and attempts to provide guidance and redress in relation to deceptive and exploitative behaviour by suppliers of goods and services. A consumer protection law will normally include provisions appointing a consumer protection agency, set out certain consumer rights and establish a mechanism for complaints, investigations and resolution of consumer protection issues. See Part 1, sub-section on Scope of Consumer Protection Law.

Consumer redress mechanisms

Refers to the processes, procedures and systems available to consumers to resolve their complaints and enforce relevant consumer rights. Consumer redress mechanisms will vary based on jurisdiction, but may include private or public complaint mechanisms, litigation (which may include small claims and collection actions) and ADR. See Part 1, sub-section on Dispute Resolution and Redress.

Consumer rights

Generally refers to the rights and protections granted to purchasers of goods and services from deceptive, fraudulent and other unfair and inappropriate conduct in the market. Consumer rights will vary in each jurisdiction but commonly include the right to be informed of rights, the right to receive adequate information about goods and services and the right to receive safe goods that are fit for the purpose for which they are sold. See Part 1, sub-section on Consumer Rights and Responsibilities.

Contract

A written or oral agreement between parties. The precise definition may vary between jurisdictions.

Cooling-off period

Generally refers to a set period of time in which a consumer can choose to cancel a purchase. The availability and duration of a cooling-off period will normally vary based on circumstances and jurisdiction.

Cross-border

Refers to any transaction, communications or activities that goes between jurisdictions. More on its interlinkages with consumer protection can be found in Part 1, sub-section on Consumer Protection in a Cross-border Context.

D

Damages

In context, refers to a sum of money claimed as compensation for a breach of contract or infringement of consumer protection law or consumer rights.

Data privacy

Refers to applicable rights and protections in relation to the collection and use of data. Data privacy rights and obligations will generally vary based on circumstances and jurisdiction with greater protection normally provided to personal data.

Data protection

Refers to legal control over access, use and control of data, generally in this context personal and transactional data of consumers and their transactions. Data protection may incorporate both data privacy and data security.

Deceptive / fraudulent practices

While this will vary considerably by jurisdiction, for purposes of consumer protection, generally this refers to activities that are meant to mislead or defraud consumers including misleading representations and advertising, bait and switch, etc.

Digital economy

Refers to markets or economy based on digital computing and communications technology and incorporates digital infrastructure, digital business processes and e-commerce. More on its interlinkages with consumer protection can be found in Part 1, sub-section on Consumer Protection in the Digital Economy.

Dispute resolution / settlement

Refers to processes necessary for consumers to lodge complaints and have them reconciled, as well as obtaining the compensation or other forms of remedies against faulty products and unsatisfactory services they purchased. More on this can be found in Part 1, sub-section on Dispute Resolution and Redress.

E

E-commerce

Refers to commercial transactions conducted electronically.

Excessive pricing/ Price gauging

Refers to the practice of setting prices significantly above competitive levels usually as a result of market power or informational asymmetries.

F

False claims

Refers to statements or assertions made that are false or likely to be misleading. False claims may be made in advertising, packaging and other representations made in writing, orally or digitally. False claims may involve product characteristics or even false testimonials or reviews.

G

Guarantee

Refers to a commitment by a supplier to the consumer of a good or service. A guarantee may cover quality of a good or service and potentially even consumer satisfaction and may be subject to obligations under relevant consumer protection laws. In addition, a guarantee could involve payment of damages, replacement, refund or other compensation where there is a claim with respect to a guarantee. There is generally no extra fee for a guarantee.

H

Hidden fees (“drip pricing”)

Refers to the situation where a consumer is led to believe that the price of a product or services is a certain value, but additional charges are either not disclosed or are left to fine print or other referred policies or documents. This can lead to the actual price of a good or service being significantly higher than the expected price. “Drip pricing” refers to a specific form of hidden fees in which an initial price for a good or service is incrementally increased through a series of additional charges for items that make the good or service fit for purpose or of greater value to the consumer.

I

Informational asymmetries

In a consumer protection setting, this generally refers to the situation where a consumer requires information to evaluate a purchase that is in the possession of the supplier. For example, with respect to the quality of the goods or other purchase options.

L

Labelling

Refers to descriptions of a good or service, often set forth on packaging. In many jurisdictions, labelling may be subject to regulatory requirements involving the type of and accuracy of the information that must be disclosed.

Lemon law

Generally refers to a law that provides compensation to purchasers of certain goods that fail to meet basic quality and performance standards. Commonly, this refers to purchases of cars and other motor vehicles, but the scope of this right may encompass other goods in specific jurisdictions.

M

Market economy

Refers to an economic system in which competition between suppliers and purchasers determines production and prices. Another means of defining this term is that is a system in which most economic decisions are determined by supply and demand.

Mediation

Is a form of ADR in which parties resolve their disputes with the assistance of an impartial third party who will use various processes to enable the parties to come to a mutually acceptable resolution. While mediation may be ordered or contractually required, it is voluntary in the sense that the mediator does not have the power to mandate a resolution.

Misleading advertisement

Refers to the use of false, misleading or unproven information that is either deliberately or negligently incorporated into advertising messages.

O

Online Dispute Resolution

Refers to forms of ADR that use information and communications technology to assist parties to resolve disputes. Online dispute resolution may involve assisted negotiation, arbitration or other forms of dispute resolution and is particularly well suited to disputes involving e-commerce, cross-border transactions or the processing of large numbers of low value disputes.

P

Party

A natural or juristic person that is a participant in a transaction.

Payment gateway

Refers to a service that authorizes direct, credit card or other payment processing.

Per se

Refers to conduct is inherently illegal without any need to consider the circumstances surrounding it or its effects. For example, an agreement to fix prices may be per se illegal regardless of whether it has any effect or the knowledge of the parties.

Privacy policy

Refers to a statement by a public or private entity of its practices and obligations with respect to personal or other data that it collects, stores and uses. The privacy policy may be legally binding and, in some jurisdictions, there may be an obligation to obtain some form of consent or acknowledgement of a privacy policy before data may be collected and used.

Proof of purchase

Refers to a form of documentation, such as a receipt, that confirms that a particular good or service has been paid for.

“Puffing”

Refers to the practice of making exaggerated claims in representations or advertising.

R

Recall

Refers to a request for products to be return due to a safety issue or other defect. A recall may be required by government or may be done voluntarily by a producer or supplier.

Redress

Refers to measures taken to make right a complaint which may take different forms such as compensation, replacement or repair. More on this can be found in Part 1, sub-section on Dispute Resolution and Redress.

Refund

Refers to a return of money paid for a purchase of goods or services generally due to some dissatisfaction or overpayment.

S

Scam

A dishonest, fraudulent or deceptive act or practice.

Standard (form) contract

Refers to a contract that is not negotiated between the parties for a specific transaction but generally used by one party for many similar transactions. A standard form contract is generally drafted by one party with little or no recourse by the other party to negotiate the terms. Standard form contracts are a key element of large volume transactions; however, concerns may exist if they incorporate unjust terms as they are often not reviewed by the non-drafting party or their legal counsel.

Surcharge

Refers to an additional fee added to the standard cost of a good or service.

U

Unfair competition

Refers to false, fraudulent or unethical business practices.

Unfair contract terms

Generally refers to contract terms that are unfair or exploitative. Contract terms are often unfair a result of an imbalance of bargaining power or informational asymmetries. Contracts terms that are determined to be unfair may be void or not binding on the parties depending on the laws of the relevant jurisdiction.

UNGCP Good business practices

A set of principles set forth in the UNGCP to provide a benchmark for appropriate conduct by business in transactions and dealings with consumers.

V

Vulnerable consumer

While there is no standard definition of this term, it generally relates to consumers that are particularly susceptible to detriment, harm or being disadvantaged in a particular or class of commercial transaction based on the characteristics of the market or their personal characteristics.

W

Warranty

A warranty is essentially a form of insurance on a good or service provided to consumers that a product or service would be repaired or replaced within a specific period of time in certain circumstances. The period and scope of a warranty may vary considerably. Warranties may be provided under obligation of law, for free or at an additional charge. It is common to find products or services that are provided with included warranties that may be extended with respect to time, remedy or scope for a fee.

