



## **SUBSIDIARY REGULATIONS UNDER CPFTA**

Throughout the years, there have been subsidiary regulations enacted under the CPFTA to complement and enhance consumer protection in Singapore.

### **CONSUMER PROTECTION (FAIR TRADING) (CANCELLATION OF CONTRACTS) REGULATIONS 2009**

A consumer has the right to cancel a direct sales contract, a time share contract, a time share related contract or a long-term holiday product contract within five days (excluding Saturdays, Sundays and public holidays) after the date on which the contract is entered into or after the date on which the supplier informs the consumer about the right to cancel the contract.

No payment should be collected by the supplier during the five-day cooling-off period for time share, time share related or long-term holiday product contracts. Furthermore, the supplier must provide certain information to consumers in the Product Information Notice and Consumer Information Notice.

A consumer may also cancel the contract (or any subsequent contracts with the supplier on substantially the same terms as the cancelled contract), if the supplier enters into a contract with that consumer in breach of an accompanying court order made under section 9(4)(b) of the CPFTA. In this scenario, the consumer may give a notice of cancellation of the contract at any time within six months after the date on which the contract was entered into.

### **CONSUMER PROTECTION (FAIR TRADING) (MOTOR VEHICLE DEALER DEPOSITS) REGULATIONS 2009**

A motor vehicle dealer has to inform the consumer of its refund policy in writing before he collects any deposit from the consumer. Otherwise, the dealer cannot retain the deposit or any part of it. The motor vehicle dealer who applies for a loan on behalf of a consumer must also do so within a reasonable period and if the consumer so requests, obtain a written statement from the financial institution setting out the unsuccessful outcome of the application for the loan, before he can retain the deposit or any part of it. In the event of a dispute between the motor vehicle dealer and a consumer in relation to a consumer transaction, the motor vehicle dealer bears the burden of proof that he has complied with the requirements under the regulations.

## **CONSUMER PROTECTION (FAIR TRADING) (OPT-OUT PRACTICES) REGULATIONS 2009**

Unsolicited goods or services are goods or services that are supplied to a consumer who did not request for them; or if the goods or services or the supply of said goods or services was materially changed from what the consumer had originally requested, without the consumer's written consent.

Unless and until a consumer informs the supplier of his intention to accept and pay for unsolicited goods or services in writing, the consumer may use, deal with or dispose of the goods or services as if they were unconditional gifts to him from the supplier.

If goods or services are supplied to a consumer on a free trial basis, the supplier shall give a reminder notice between three and 14 days (excluding Saturdays, Sundays and public holidays) before the end of the free trial period. If the free trial period is three days or shorter, the reminder notice has to be given at the commencement of the free trial period. A consumer does not have to pay for the goods or services after the free trial period if he did not inform the supplier in writing of his intention to accept and pay for the goods or services and if he did not receive a reminder notice from the supplier that the free trial period is expiring.

These regulations do not apply to national insurance schemes such as the Dependents' Protection Insurance Scheme, the ElderShield Scheme, the Home Protection Insurance Scheme, the Lifelong Income Scheme and the MediShield Life Scheme.

## **CONSUMER PROTECTION (FAIR TRADING) (REGULATED FINANCIAL PRODUCTS AND SERVICES) REGULATIONS 2009**

Financial products and services such as bank deposits, bank loans, insurance products, unit trusts and securities provided by financial institutions such as banks, insurance companies and stockbrokers are covered under the CPFTA. Apart from the usual provisions of the CPFTA, consumers who suspect that a financial or insurance institution has committed an unfair practice can approach the Financial Industry Disputes Resolution Centre (FIDReC) for claims pertaining to a sum of or below S\$100,000 for mediation and adjudication to resolve the dispute.

## **CONSUMER PROTECTION (FAIR TRADING) (NOTIFIABLE EVENTS) REGULATIONS 2016**

The Courts can stipulate that an errant supplier must inform CCCS within 14 days after the occurrence of a notifiable event within a specified period. Under the regulations, such notifiable events include, but are not limited to, an arrangement by the errant supplier to participate in a trade fair; the establishment of a website or a mobile application to enter into consumer transactions through the Internet by the errant supplier; and the errant supplier adopting a new name, symbol or design or any arrangement by the errant supplier for the purpose of identifying the errant supplier.