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Submitted to Reforming Competition and Consumer Policy
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About you

What is your name?

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What is your organisation?

Organisation:
Association for Interactive Media and Micropayments (aimm)

Are you happy for your response to be published?

Yes

Would you like to be contacted when the consultation response is published?

Yes

Competition

1 What are the metrics and indicators the CMA and government could use to better understand and monitor the state of competition in the UK?

Please respond here.:

Not answered

2 Should the CMA have a power to obtain evidence specifically for the purpose of advising government on the state of competition in the UK?

Not Answered

Please expand on your answer here.:

Not answered

3 Should government provide more detailed and regular strategic steers to the CMA?

Not Answered

Please expand on your answer here.:

Not answered

4 Should the CMA be empowered to impose certain remedies at the end of a market study process?

Not Answered

Please expand on your answer here.:

Not answered

5 Alternatively, should the existing market study and market investigation system be replaced with a new single stage market inquiry tool?

Not Answered

Please expand on your answer here.:

Not answered

6 Should government enable the CMA to impose interim measures from the beginning of a market inquiry?

Not Answered

Please expand on your answer here.:

Not answered

7 Should government enable the CMA to accept binding commitments at any stage in the market inquiry process?

Not Answered

Please expand on your answer here.:

Not answered

8 Will government's proposed reforms help deliver effective and versatile remedies for the CMA's market inquiry powers?

Not Answered

Please expand on your answer here.:

Not answered

9 What other reforms would help deliver more efficient, flexible, and proportionate market inquiries?

Please respond here.:

Not answered

10 Should the current jurisdictional tests for the CMA's merger control investigations be revised? If so, what are your views on the proposed changesto the jurisdictional tests?

Not Answered

Please expand on your answer here.:

Not answered

11 Are there additional or alternative reforms to the current jurisdictional tests for the CMA's merger control investigations that government should be considering?

Not Answered

Please expand on your answer here.:

Not answered

12 What reforms are required to the CMA's merger investigation procedures to deliver more effective and efficient merger investigations?

Please respond here.:

Not answered

13 Should the CMA Panel be retained, but reformed as proposed above? Are there other reforms which should be made to the panel process?

Not Answered

Please expand on your answer here.:

Not answered

14 Should the jurisdictional requirements of the Chapter I and Chapter IIprohibitions be changed so that they apply to all anticompetitive agreements which are, or are intended to be, implemented in the UK, or have, or are likely to have, direct, substantial, and foreseeable effects within the UK, and conduct which amounts to abuse of a dominant position in a market, regardless of the geographical location of that market?

Not Answered

Please expand on your answer here.:

Not answered

15 Should the immunities for small agreements and conduct of minor significance be revised so that they apply only to businesses with an annual turnover of less than £10 million?

Not Answered

Please expand on your answer here.:

Not answered

16 If the immunity thresholds are revised for agreements of minor significance, should the immunity apply to (a) any business which is party to an agreement and which has an annual turnover of less than £10 million or (b) only to agreements to which all the business that are a party have an annual turnover of less than £10 million?

Not Answered

Please expand on your answer here.:

Not answered

17 Will the reforms being considered by government improve the effectiveness of the CMA's tools for identifying and prioritising investigation? In particular will providing holders of full immunity in the public enforcement process, with additional immunity from liability for damages caused by the cartel help incentivise leniency applications?

Not Answered

Please expand on your answer here.:

Not answered

18 Will the CMA's interim measures tool in Competition Act investigations be made more effective by (a) changing the procedures for issuing decisions and/or (b) changing the standard of review of appeals against the decision?

Not Answered

Please expand on your answer here.:

Not answered

19 Will the reforms in paragraphs 1.170 to 1.174 improve the effectiveness of the CMA's tools for gathering evidence in Competition Act investigations? Are there other reforms government should be considering?

Not Answered

Please expand on your answer here.:

Not answered

20 Will government's proposals for the use of Early Resolution Agreements help to bring complex Chapter II cases to a close more efficiently? Do government's proposals provide the right balance of incentives between early resolution and deterrence?

Not Answered

Please expand on your answer here.:

Not answered

21 Will government's proposals to protect documents prepared by a business in order to seek approval for, and operate, a voluntary redress scheme from disclosure in civil litigation encourage the use of these redress schemes?

Not Answered

Please expand on your answer here.:

Not answered

22 Will government's proposed reforms help to speed up the CMA's access to file process and by extension the conclusion of the CMA's investigations?

Not Answered

Please expand on your answer here.:

Not answered

23 Should government remove the requirements in the CMA Rules on the decision makers for infringement decisions in Competition Act investigations?

Not Answered

Please expand on your answer here.:

Not answered

24 What is the appropriate level of judicial scrutiny for decisions by the CMA in Competition Act investigations?

Please respond here.:

Not answered

25 What is the appropriate level of judicial scrutiny for decisions by the CMA in relation to non-compliance with investigative and enforcement powers, including information requests and remedies across its functions?

Please respond here.:

Not answered

26 Are there reforms which fall outside the scope of government's recent statutory review of the 2015 amendments to Tribunal's rules which would increase the efficiency of the Tribunal's appeal process for Competition Act investigations?

Not Answered

Please expand on your answer here.:

Not answered

27 Will the new investigative powers proposed help the CMA to conclude its investigations more quickly? Are the proposed penalty caps set at the right level? Are there other reforms to the CMA's evidence gathering powers which government should be considering?

Not Answered

Please expand on your answer here.:

Not answered

28 Will the new enforcement powers proposed improve compliance? Are the proposed penalty caps at the right level? Are there other reforms to the CMA's enforcement powers which government should be considering?

Not Answered

Please expand on your answer here.:

Not answered

29 What conditions should apply to the CMA's use of investigative assistance powers to obtain information on behalf of overseas authorities?

Please respond here.:

Not answered

Consumer Rights

30 Do you agree with the description of a subscription contract set out in Figure 8 of this consultation? How could this description be improved?

Maybe

Please expand on your answer here.:

Before the submission of this response aimm (the Association for Interactive Media and Micropayments) a UK Trade association that represents the phone-paid services value chain, submitted flow charts detailing the operation of our services to BEIS, and subsequently there was a video conference call between aimm and BEIS.

aimm are pleased to note that Controlled Premium Rate Services (otherwise known as phone-paid services and referred to as such throughout this document) are not those that concern BEIS and are not really the focus of this part of the consultation. The flow charts submitted with this response show the operation of subscription services and of recurring charity donation services. Recurring charity donation services are those services where a consumer decides to donate a small amount to charity per month and add it to their mobile phone bill. The phone-paid services regulator, the PSA, class these as a type of subscription service, hence the inclusion of them in this response.

The flow charts we have provided explain how the phone-paid services industry already fulfils many of the proposed criteria within the subscriptions section of this consultation.

The Controlled Premium Rate Services (or phone-paid services) Industry only operates subscription services that have no minimum fixed term contractual period – they can be exited very easily at any time – an exit which is applied immediately with no further charges being incurred by the consumer after the point of exit but with access for the promoted period stated in the pre-purchase information.

These are however undoubtedly a type of subscription and as such, aimm would suggest that there is not one definition that covers all eventualities. Just as in the single payment landscape, there are many forms of regulation that apply to wide ranging areas such as donations, online purchases, cash purchases, credit payments etc, and we believe it would be acceptable to have a variety of regulation apply to different forms of subscription payments, based on the necessity for consumer protection. By way of example, a music streaming subscription or recurring donation to charity has entirely different characteristics to a gym membership, meaning it should be treated differently.

A recent (July 2021) survey commissioned by aimm consisting of a panel of 1,000 unbiased consumers – evenly split by age group, gender and location – was asked its expectation of subscription services of the phone-paid services market. Only a fifth would support 'minimum fixed term' subscriptions in our Industry, meaning the overwhelming majority enjoy our current model which allows users an easy and immediate exit at any time.

31 How would the proposals of clarifying the pre-contract information requirements for subscription contracts impact traders?

Please respond here.:

Our flow charts detailing the operation of phone-paid services which are submitted with this response, show that this Industry is one which already takes its responsibilities around consumer pre-purchase information very seriously.
In the subscription service flow charts at slide 1 (SS 3 and 4) we explain that within our regulatory framework currently:
SS3 - The point of purchase must be separated from service promotion and interaction, in a clear and effective way, to allow the consumer to consider their purchase. PRS providers must ensure it is made unambiguously clear to the consumer as to when they are viewing promotional material and when they have entered a purchasing environment.

SS4 - At the point of purchase, PRS providers must ensure that:
(a) the point of purchase is clearly signposted by it being made distinctive from other aspects of the service (such as by design and colour scheme) and take all reasonable steps to ensure that distinction is made clear, avoiding any confusion between service promotion and the point of purchase
(b) the consumer explicitly acknowledges that the purchase implies an obligation to pay
(c) the consumer is made aware, in a clear and prominent manner and directly before the consumer commits to a purchase, of the cost of the service, and the frequency of charges
(d) it is clear that the PRS subscription will be added to the consumer's phone account.

In the recurring charity donation flow charts, slide 4 (RDS4 and 5) we explain that within our regulatory framework currently:
RDS4 - The point of purchase must be separated from service promotion and interaction, in a clear and effective way, to allow the consumer to consider their purchase. PRS providers must ensure it is made unambiguously clear to the consumer as to when they are viewing promotional material and when they have entered a purchasing environment.
RDS5 - At the point of purchase, PRS providers must ensure that:
(a) the point of purchase is clearly signposted by it being made distinctive from other aspects of the service (such as by design and colour scheme) and take all reasonable steps to ensure that distinction is made clear, avoiding any confusion between service promotion and the point of purchase
(b) the consumer explicitly acknowledges that the purchase implies an obligation to pay
(c) the consumer is made aware, in a clear and prominent manner and directly before the consumer commits to a purchase, of the cost of the service, and the frequency of charges
(d) it is clear that the PRS subscription will be added to the consumer's phone account

As such the proposals within this consultation would not impact Traders in our sector.

32 Would it make it easier or harder for traders to comply with the pre-contract requirements? And why?

Not Answered

Please expand on your answer here.:

The phone-paid services industry already provides pre-purchase material of a very high standard as explained above. As such, it will be no harder for Traders in this sector to comply with these requirements.

33 How would expressly requiring giving consumers to be given, in all circumstances, the choice upfront to take a subscription contract without autorenewal or rollover impact traders?

Please respond here.:

We note the concern highlighted at 2.19 that:
"2.19. Research from the European Commission showed around two thirds of customers who bought a subscription through an online advert had not seen the length of the subscription in the fine print. Moreover, busy lives can sometimes mean that even consumers who were aware of the terms can overlook any precise time by which they need to notify the trader that they wish to exit a subscription. In many cases, this results in consumers continuing to pay for subscription contracts for goods, services, and digital content that they no longer want. "

Additionally, upon reading the Consumer and competition reform: Subscription's regulations Impact Assessment, it was very interesting to note the stated implication that 7% of current subscriptions were unwanted by customers.

A recent (July 2021) survey commissioned by aimm consisting of a panel of 1,000 unbiased consumers – evenly split by age group, gender and location – was asked its expectation of subscription services in the phone-paid services market. This research found that only 1.5% of respondents were subscribed to a service which they did not want.

The phone-paid services sector does not operate subscription services or recurring donation services with a minimum annual fixed term or with a renewal period (as described in our flow charts). Our services can be exited quickly and efficiently at any time and withdrawal from a service is carried out without delay or additional cost. As such, there is no renewal period and hence no decision for the consumer to make on this at the pre-purchase stage.

The phone-paid services sector's best practice provides all the information which the consumer needs to exit the service at the time of sign-up and in every transaction receipt, meaning that consumers are easily able to access information allowing them to make continued choices about their subscription.

Should BEIS consider it necessary to further inform the consumer, already comprehensive pre-purchase information could include the line "This service will continue until you choose to cease it, using the STOP command".

34 Should the reminder requirement apply where (a) the contract will auto-renew or roll-over, at the end of the minimum commitment period, onto a new fixed term only, or (b) the contract will auto-renew or roll-over at the end of the minimum commitment period?

Not Answered

Please expand on your answer here.:

The phone-paid services sector does not operate subscription services or recurring donation services with a minimum annual fixed term or with a renewal period (as described in our flow charts). Our services can be exited quickly and efficiently at any time, and withdrawal from a service is carried out without delay or additional cost.

As such, there is no minimum commitment, new fixed term or auto renewal that applies to our services, and therefore no reminder is required. Additionally, subscribers are already reminded on numerous occasions throughout their use of the service about their subscription/recurring donation, as shown in our flow charts and detailed below.

For subscription services, slide 3 (SS 7,8 and 9) explains our existing regulatory framework:
SS7 - Following the 'double opt-in' consent to charge the consumer is sent a confirmation message or receipt, at no additional cost to the consumer, which sets out:
(a) the name of the service
(b) confirmation that the service is a subscription
(c) the charge and frequency of charging
(d) where there is no defined charging period, the basis on which the frequency of interaction and charging for the subscription is established
(e) the contact details of the Level 2 provider
(f) instructions on how to exit the service

SS8 - For the first 90 days from the date the consumer is subscribed a receipt must be sent to the consumer promptly after every charge, in either SMS or email format. The receipt must set out:
(a) the name of the service
(b) confirmation that the service is a subscription
(c) the charge and frequency of charging
(d) where the is no defined charging period, the basis on which the frequency of interaction and charging for the subscription is established
(e) the contact details of the Level 2 provider
(f) instructions on how to exit the service.

SS9 - Consumer may select frequency of receipts after 90 days - minimum being one receipt every three months. This must be wholly controlled by the consumer. Receipts must be sent to the consumer at the frequency set by the consumer. Where no frequency is set, receipts must be sent promptly after each purchase.

For recurring donation services, slide 3 (RDS 11,12 and 13) explains our existing regulatory framework:

RDS11 - Following the PRS provider obtaining 'double opt-in' consent to charge from the consumer (RDS6 and RDS7) or complying with the process set out in RDS8, the PRS provider must ensure that the consumer is sent a confirmation message or receipt, at no additional cost to the consumer, which sets out:
(a) the name of the recurring donation
(b) confirmation that the donation is on a recurring basis

(c) the charge and frequency of charging
(d) where there is no defined billing period, the basis on which the frequency of interaction and charging for the recurring donation is established
(e) the contact details of the charity
(f) instructions on how to end the recurring donation

RDS12- For the first 90 days from the date the consumer is donating on a recurring basis a receipt must be sent to the consumer promptly after every charge, in either SMS or email format. The receipt must set out:
(a) the name of the recurring donation
(b) confirmation that the donation is on a recurring basis
(c) the charge and frequency of charging
(d) where there is no defined billing period, the basis on which the frequency of interaction and charging for the recurring donation is established
(e) the contact details of the charity
(f) instructions on how to end the recurring donation.

RDS13 - Consumer may select frequency of receipts after 90 days - minimum being one receipt every three months. This must be wholly controlled by the consumer. Receipts must be sent to the consumer at the frequency set by the consumer. Where no frequency is set, receipts must be sent promptly after each purchase.

The way in which the phone-paid services Industry operates its services is unique and has real benefits to the consumer – reminding them regularly about their subscription and allowing them to make real time choices about their ongoing participation to that service.

35 How would the reminder requirement impact traders?

Please respond here.:

The phone-paid services industry already provides reminders regularly which contain all the relevant information required to allow consumers to make choices about their ongoing participation in a service at any time. As such, it will be no harder for Traders in this sector to comply with these requirements.

36 Should traders be required, a reasonable period before the end of a free trial or low-cost introductory offer to (a) provide consumers with a reminder that a “full or higher price” ongoing contract is about to begin or (b) obtain the consumer’s explicit consent to continuing the subscription after the free trial or low cost introductory offer period ends?

Not Answered

Please expand on your answer here.:

The phone-paid services Industry goes through an extremely rigorous ‘consent to charge’ process in order that consumers are fully aware of what the service is that they are signing up to, including all key terms and conditions.

Our flow charts explain the process clearly.
For subscription services, slide 2 (SS 5 and 6) describes that process:

SS5 - Consumer must provide ‘double opt-in’ consent to charge. To fulfil this requirement, the provider must ensure that the consumer provides two positive, recorded, and auditable responses, following clear presentation of the costs and name of the premium rate subscription to the consumer. PRS providers must ensure that the first consumer consent to the recurring charge is established via one of the following means of consumer interaction:
(a) use of a password-controlled account, the password being selected and controlled by the consumer. The account information areas must not auto populate or self-generate and must require the consumer to enter at least two details such as:
i. their verified email address; and/or
ii. a username that they have selected and control; and/or
iii. their name.

(b) use of a secure PIN loop system, which must be initiated and confirmed by the Level 1 provider through interaction with the consumer. The secure PIN must:
i. comprise no less than four truly random integers
ii. be entered by the consumer and must not auto-populate or self-generate
iii. expire if after three attempts the consumer has not entered the PIN correctly
iv. expire within fifteen minutes of the PIN being received to the consumer’s handset.
(c) use of a secure on-screen PIN which must be initiated and controlled by the Level 1 provider or Network operator.

SS6 - The secure on-screen PIN must:
i. not be displayed in a form that is easily readable by a client machine, (for example it should be presented as an image rather than in HTML text)
ii. comprise no less than four truly random integers
iii. be entered by the consumer (and must not auto populate or self-generate)
iv. expire if after three attempts the consumer has not entered the PIN correctly

Second consumer consent to the recurring charge to be established via one of the following means of consumer interaction:
(a) use of a confirmation button to confirm the purchase
(b) use of biometric technology, such as fingerprint or facial recognition
(c) use of a secure, consumer-controlled, mobile originating short message service (MO SMS) system for consumers to notify the Mobile Network operator

and Level 1 provider(s) of confirmation of consent to be charged

For recurring donation services, slide 4 and 5 (RDS 6, 7 and 8) describes that process:

RDS6 - Prior to delivering the initial charge of a recurring donation, providers are required to ensure that the consumer provides 'double opt-in' consent to charge.
To fulfil this requirement, the provider must ensure that the consumer provides two positive, recorded and auditable responses, following clear presentation of the costs and name of the recurring donation to the consumer. PRS providers must ensure that the first consumer consent to the recurring charge is established via one of the following means of consumer interaction:

(a) use of a password-controlled account, the password being selected and controlled by the consumer. The account information areas must not auto populate or self-generate and must require the consumer to enter at least two details such as:
i. their verified email address; and/or
ii. a username that they have selected and control; and/or
iii. their name.

(b) use of a secure PIN loop system, which must be initiated and confirmed by the Level 1 provider through interaction with the consumer.
The secure PIN must:
i. comprise no less than four truly random integers
ii. be entered by the consumer and must not auto-populate or self-generate
iii. expire if after three attempts the consumer has not entered the PIN correctly
iv. expire within fifteen minutes of the PIN being received to the consumer's handset.

(c) use of a secure on-screen PIN which must be initiated and controlled by the Level 1 provider or Network operator. The secure on-screen PIN must:
i. not be displayed in a form that is easily readable by a client machine, (for example it should be presented as an image rather than in HTML text)
ii. comprise no less than four truly random integers
iii. be entered by the consumer (and must not auto populate or self-generate)
iv. expire if after three attempts the consumer has not entered the PIN correctly
v. expire within fifteen minutes of the PIN being displayed to the consumer.

(d) use of a secure, consumer-controlled, mobile originating short message service (MO SMS) system for consumers to notify the Mobile Network operator and Level 1 provider(s) of consent to be charged

(e) through a phone-call between a person acting on behalf of the charity where audible consent to the recurring charge is obtained from the consumer. The telephone conversation must be recorded in full.

(f) through face-to-face engagement with a consumer as part of which the consumer is required to enter at least two details into a secure online environment for the purpose of providing consent to the recurring charge, such as:
i. their verified email address; and/or
ii. their mobile number; and/or
iii. their name.

RDS7 - PRS providers must ensure that the second consumer consent to the recurring charge is established via one of the following means of consumer interaction:
(a) use of a confirmation button to confirm the purchase
(b) use of biometric technology, such as fingerprint or facial recognition.
(c) use of a secure, consumer-controlled, mobile originating short message service (MO SMS) system for consumers to notify the Mobile Network operator and Level 1 provider(s) of confirmation of consent to be charged. This method must be used where the first consent to charge is obtained through the methods set out in RDS6 (e) or (f).

RDS8 - Where a consumer has donated on a one-off basis and through a confirmation message is lawfully provided with the opportunity to convert their one-off donation to a recurring one, such message must seek the consumer's consent to the recurring charge and such consent must be given by way of an MO SMS as set out in RDS7 (c) above. Prior to commencement of the recurring charge the provider must provide the consumer with the name of the charity, the cost and frequency of the recurring donation and make clear that the recurring donation will be charged to the consumer's mobile phone bill

As such, consumers have already explicitly consented, using multi-factor authentication, during the original sign-up process, so whilst the phone-paid services Industry offer a reminder to them that their ongoing service is about to begin, we do feel that asking for their explicit consent again would be too much and potentially confusing for consumers.

37 What would be the impact of proposals regarding long-term inactive subscriptions have on traders' business models?

Please respond here.:

The phone-paid services Industry agrees that long term inactive subscriptions do not represent good service, value or outcomes for consumers. As such, there are currently multiple rules in place already which manage this across each of the mobile networks. These rules are based on error codes (codes which trigger the Mobile Network Operators to alert them to an issue) and inactivity.

An example of this is unsuccessful billing; if a user has not been successfully billed for a period of 60 days on one mobile network, the subscription must be terminated and removed from the database.

Another is proof of interactivity; if it cannot be proved that a use has interacted with a subscription service for a period of 120 days on one mobile network, and they complain, a full refund must be given to that consumer.

Additionally, some of the Mobile Network Operators send out SMS and email notifications alerting users to their active subscriptions.

There are services however, where activity cannot be measured and therefore, we would ask that they be considered out of scope for this proposal. One example of several, is recurring charity donations/lotteries which are counted as subscription services by the Industry regulator, the PSA.
Once a consumer has decided that they want to donate a small amount of money on a recurring basis (usually per month) to a charity, they are taken through a robust 'consent to charge' multi- factor authentication process, to sign up. Before each monthly charge is debited, the consumer receives a reminder that this will occur and is given a chance to STOP this payment and exit their subscription.
As this is a passive service, and there is no interaction from the consumer unless they choose to SKIP a month or STOP the service, then there is no way to measure their activity, and as such this can't be proved.

There are other examples outside of the charity sector which are 'passive' and where use can't be measured. We would ask that these types of service are exempted from this proposal.

38 What do you consider would be a reasonable timeframe of inactivity to give notice of suspension?

Please respond here.:

The phone-paid services Industry is happy to receive guidance regarding the length of inactivity deemed reasonable to trigger notice of suspension. We do note however the terms of inactivity for one of the large video streaming services, which attempts to alert subscribers after a year of inactivity, and asks them to confirm if they wish to continue with the service.

As such a period of between 1 and 2 years feels reasonable.

39 Do you agree that the process to enter a subscription contract can be quicker and more straightforward than the process to cancel the contract (in particular after any initial 14 day withdrawal period, where appropriate, has passed)?

Yes

Please expand on your answer here.:

The phone-paid services Industry are proud to be leading the way in terms of offering consumers a method of exiting a subscription service that is quick, easy and efficient, which is the STOP command.

It is far easier to exit a service than to sign up to one, and the withdrawal is done immediately. Additionally, customers can stop their subscription in other ways, for example by telephone, email, within the service itself if there is an account relationship with the consumer, or using social networking to ensure this is accessible for all.

Instructions on using the STOP command are provided to users when they sign up to their chosen service and is also contained in the receipts that are sent out (as detailed within our flow charts). It is extremely straightforward and simply asks the consumer to text STOP to the shortcode within their receipt for immediate withdrawal from the service.

40 Would the easy exiting proposal, to provide a mechanism for consumers that is straightforward, cost-effective, and timely, be appropriate and proportionate to address the problem described?

Yes

Please expand on your answer here.:

As above, the phone-paid service Industry are proud to be leading the way in terms of offering consumers a method of exiting a subscription service that is quick, easy, efficient and immediate, which is the STOP command. The only way to improve its efficiency further would be to make it more widespread across other subscription Industries, to enable greater consumer knowledge and confidence around its ease of use.

41 Are there certain contract types or types of goods, services, or digital content that should be exempt from the rules proposed and why?

Maybe

Please expand on your answer here.:

The phone-paid services Industry is proud to be at the forefront of providing excellent consumer service and outcomes in this area and will not be seeking an exemption based on the information provided in this consultation.

42 Should government add to the list of automatically unfair practices in Schedule 1 of the CPRs the practice of (a) commissioning consumer reviews in all circumstances or (b) commissioning a person to write and/or submit fake consumer reviews of goods or services or (c) commissioning or incentivising any person to write and/or submit a fake consumer review of goods or services?

Not Answered

Please expand on your answer here.:

Not answered

43 What impact would the reforms mentioned in Q42 have on (a) small and micro businesses, both offline and online (b) large online businesses and (c) consumers?

Please respond here.:

Not answered

44 What 'reasonable and proportionate' steps should be taken by businesses to ensure consumer reviews hosted on their sites are 'genuine'? What would be the cost of such steps for businesses?

Please respond here.:

Not answered

45 Should government add to the list of automatically unfair practices in Schedule 1 of the CPRs the practice of traders offering or advertising to submit, commission or facilitate fake reviews?

Not Answered

Please expand on your answer here.:

Not answered

46 Are consumers aware of businesses using behavioural techniques to influence choice that affect their purchasing decisions? Is this a concern that they would want to be addressed?

Not Answered

Please expand on your answer here.:

Not answered

47 Do you think government or regulators should do more to address (a) 'drip pricing' and (b) paid-for search results that are not labelled accordingly, as practices likely to be breached under the CPRs?

Not Answered

Please expand on your answer here.:

Not answered

48 Are there examples of existing consumer law which could be simplified or where we could give greater clarity, reducing uncertainty (and cost of legal advice) for businesses/consumers?

Not Answered

Please expand on your answer here.:

Not answered

49 Are there perverse incentives or unintended consequences from our existing consumer law?

Not Answered

Please expand on your answer here.:

Not answered

50 Are there any redundant or unnecessarily burdensome requirements to provide information or other reporting requirements, which burden businesses disproportionately compared to the benefits they bring to consumers?

Not Answered

Please expand on your answer here.:

Not answered

51 Do you agree that these powers should be used to protect those using “savings” clubs that are not currently within scope of financial protection laws and regulators?

Not Answered

Please expand on your answer here.:

Not answered

52 What other sectors might new powers regarding prepayment protections be usefully applied to?

Please respond here.:

Not answered

53 How common is the practice of using terms and conditions to delay the formation of a sales contract?

Please respond here.:

Not answered

54 Does the practice of using terms and conditions to delay the formation of a sales contract cause, or have the potential to cause, detriment to consumers? If so, what is the nature of the detriment or likely detriment?

Not Answered

Please expand on your answer here.:

Not answered

Consumer Law Enforcement

55 Do you agree with government’s proposal to empower the CMA to enforce consumer protection law directly rather than through the civil courts?

Not Answered

Please expand on your answer here.:

Not answered

56 What would be the benefits and drawbacks of the CMA retaining the same or similar enforcement scope under an administrative model as it has under the court-based, civil enforcement process under Part 8 of the EA 02?

Please respond here.:

Not answered

57 What processes and procedures should the CMA follow in its administrative decision-making to ensure fair and proportionate administrative decisions?

Please respond here.:

Not answered

58 What scope and powers of judicial scrutiny should apply in relation to decisions by the CMA in consumer enforcement investigations under an administrative model?

Please respond here.:

Not answered

59 Should appeals of administrative CMA decisions be heard by a generalist court or a specialised tribunal? What would be the main benefits of your preferred option?

Not Answered

Please expand on your answer here.:

Not answered

60 Should sector regulators' civil consumer enforcement powers under Part 8 of the EA 02 be reformed to allow for enforcement through an administrative model? What specific deficiencies do you expect this to address?

Not Answered

Please expand on your answer here.:

Not answered

61 Would the proposed fines for non-compliance with information gathering powers incentivise compliance? What would be the main benefits, costs, and drawbacks from having an option to impose monetary penalties for non-compliance with information gathering powers?

Not Answered

Please expand on your answer here.:

Not answered

62 What enforcement powers (or combination of powers) should be available where there is a breach of a consumer protection undertaking to best incentivise compliance?

Please respond here.:

Not answered

63 Should there be a formal process for agreeing undertakings that include an admission of liability by the trader for consumer protection enforcement?

Not Answered

Please expand on your answer here.:

Not answered

64 What enforcement powers should be available if there is a breach of consumer protection undertakings that contain an admission of liability by the trader, to best incentivise compliance?

Please respond here.:

Not answered

65 What more can be done to help vulnerable consumers access and benefit from Alternative Dispute Resolution?

Please respond here.:

In 2020, aimm published a Customer Care Best Practice Guide, which advised those operating in the phone-paid services Industry to ensure that they publish a clearly signposted complaints procedure, setting out the escalation of complaints and advising consumers about the availability of ADR. This would help educate all consumers – vulnerable included – about the ADR process and how to access it.

66 How can regulators and government balance the need to ensure timely redress for the consumer whilst allowing businesses the time to investigate complex complaints?

Please respond here.:

We note that the proposal to reduce the timescale involved in complaint resolution is proposed where ADR is mandatory, which is not the case in the phone-paid services Industry. However, we would comment that whilst a timely resolution is preferable in most instances, this may come at a cost both financially and in terms of gathering all the necessary facts to allow a properly considered decision to take place. The phone-paid services market propose that it could be more helpful to ensure that consumers are kept regularly updated on the status of their complaint, in order that they are aware of its progress.

67 What changes could be made to the role of the 'Competent Authority' to improve overall ADR standards and provide sufficient oversight of ADR bodies?

Please respond here.:

The ADR supplier which aimm has introduced to its Members is already an approved provider of these services. We believe that it is essential that providers are assessed and approved for their ability to provide an ADR service in order that quality and consistency is maintained across the offering.

68 What further changes could government make to the ADR Regulations to raise consumer and business confidence in ADR providers?

Please respond here.:

We note the proposal to strengthen the accreditation test for ADR providers. The phone-paid services Industry is used to having to reach stringent accreditation and operational benchmarks, and we see no reason why this shouldn't apply in other sectors to ensure the delivery of trustworthy and fair service to consumers.

69 Do you agree that government should make business participation in ADR mandatory in the motor vehicles and home improvements sectors? If so, is the default position of requiring businesses to use ADR on a 'per case' basis rather than pay an ADR provider on a subscription basis the best way to manage the cost on business?

Not Answered

Please expand on your answer here.:

Not answered

70 How would a 'nominal fee' to access ADR and a lower limit on the value of claims in these sectors affect consumer take-up of ADR and trader attitudes to the mandatory requirement?

Please respond here.:

Not answered

71 How can government best encourage businesses to comply with these changes?

Please respond here.:

Not answered

72 To what extent do you consider it necessary to open up further routes to collective consumer redress in the UK to help consumers resolve disputes?

Please respond here.:

Not answered

73 What impact would allowing private organisations and consumer organisations to bring collective redress cases in addition to public enforcers have on (a) consumers, and (b) businesses?

Please respond here.:

Not answered

74 How can national enforcement agencies NTS and TSS best work alongside local enforcement to tackle the largest national cases of criminal breaches of consumer law?

Please respond here.:

Not answered

75 Does the business guidance currently provided by advisory bodies and public enforcers meet the needs of businesses? What improvements could be made to increase awareness of consumer protection law and facilitate business compliance?

Not Answered

Please expand on your answer here.:

Not answered