消費者保護

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実務上より重要なのは、ライセンスを受けた事業者に対するMASの業務行為規則です。同規則は、個人顧客への信用供与、インセンティブの提供及び一定の形態のマーケティングを禁止し、個人顧客が取引を始める前にリスク認識評価を行うことを求めています（第K部第III章）。これらの規則はMASによって執行されるものであり、それ自体が顧客に訴権を与えるものではありません。規則違反の後に損失を被った顧客は、その違反が同

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注

1. Consumer Protection (Fair Trading) Act 2003, ss 4（不公正な取引慣行）、6（消費者の訴権）及びSecond Schedule。 ↩
2. Consumer Protection (Fair Trading) Act 2003, s 6及びConsumer Protection (Fair Trading) (Regulated Financial Products and Services) Regulations。 ↩
3. Misrepresentation Act 1967, s 2(1)。 ↩

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