

Ítélezési gyakorlat**Az ügy részletei**

Nemzeti azonosító: Vj-5/2011/73.

Tagállam: Magyarország

Közhasználatú név: N/A

Határozat típusa: Közigazgatási határozat, elsőfok

A határozat napja: 10/11/2011

Bíróság: Gazdasági Versenyhivatal (Budapest)

Tárgy:

Felperes: Hungarian Competition Authority

Alperes: CREDITSWISS Kft.

Kulcsszavak: advertisement, financial services, inaccurate information, information obligation, information requirements, material information, misleading advertising, precontractual information

Az irányelv cikkei

Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 1.](#) Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 4., \(a\)](#) Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 4., \(c\)](#)

Megjegyzés

Omitting to provide essential information in advertisements to consumers, which are already considered vulnerable with respect to the products involved, constitutes a misleading commercial practice event though the consumers are later further informed by the trader.

Tények

The defendant, a financial institution, had issued promotional materials for so-called "consumer groups". The purpose of these groups was to obtain the ownership of products under advantageous conditions, through credit services. The advertisements were aimed at people banned by credit institutions, so as to allow them to jointly make use of credit services.

Participation in a user group required the payment of a regular fee which was put into a fund to be used for these purposes.

Consumers complained on having received little information on the specifics of such user groups, such as which products could be purchased, which risks were involved etc. As a result, the Hungarian Competition Authority decided to start investigations on this matter.

The defendant on its part claimed that the advertisement to promote the user groups constitutes a first phase of the communication only, and that during following personal meetings more information was passed on to the consumers.

Jogi kérdés

Does omitting to provide essential information in advertisements to consumers, which are already considered vulnerable with respect to the products involved, constitute a misleading commercial practice event though the consumers are later further informed by the trader?

Határozat

The Authority ruled that the information provided in the promotional campaign omitted material information such as the fact that, in addition to the monthly instalments, a monthly agency fee and a one-time registration fee must also be paid.

Further, the Authority held that the defendant failed to properly inform the consumers, which in the Authority's opinion are vulnerable consumer from a financial point of view (the consumers were banned by credit institutions), on the risks in this construction, such as the content and unknown term of exercising purchasing rights, the sphere of products that could be purchased, and overall on the material attributes of the construction as a whole.

The Authority rejected the defendant's arguments that consumers were further informed on a later point in time, as in this case, the Authority ruled, they had already taken the decision to visit the defendant's offices.

The Authority therefore concluded that the defendants violated the provisions on omission to provide material information.

URL: <http://www.gvh.hu/domain2/files/modules/module25/19232B4988A05AFBF.pdf>

Teljes szöveg: [Teljes szöveg](#)

Kapcsolódó ügyek

Nincs találat

Jogi szakirodalom

Nincs találat

Eredmény

The Authority imposed a fine of HUF 5 million on defendant.