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Protection of Consumers Against Deception in the Financial Sector

SUMMARY: The present article describes the decisions of the Hungarian Competition Authority (GVH) concerning financial institutions adopted in the period 1997–2012. GVH sanctioned certain types of behaviour that not only infringed consumers' rights, but also affected competition in the market adversely, weakening the position of competitors. The article outlines the types of deception and presents the information provided for the most important financial products. The study reviews the shortcomings of the information provided regarding special offers and variable structure product and the legality and modifying effect of the banks' unilateral alteration of contracts. The author draws attention to the fact that information falsely presenting financial services as free of charge violates several rules and reminds us that the illegality of this information cannot be mitigated for by later conduct. The article considers the effects of GVH's decisions on the behaviour of the financial institutions and makes recommendations for avoiding infringements of the law.

KEYWORDS: advertising activity, bank, consumption, competition, deception

JEL CODE: K21

INTRODUCTION

The research on which the article is based examined the decisions of the Hungarian Competition Authority (GVH) concerning financial institutions adopted in the period 1997–2012. During the course of the research, the decisions of the Hungarian Competition Authority (hereinafter: “GVH” or “Competition Authority”) concerning the financial institution sector¹ and court verdicts reached in connection with them were collected. On the one hand the examination of Competition Authority decisions was seen to be expedient in part because they were made in cases that could also have had ramifications for competition in the given market and not isolated cases with minor implica-

tions. GVH sanctioned types of behaviour that not only infringed upon consumers' rights, but also made the situation for financial institution competitors more difficult. On the other hand GVH judged these cases using an approach that was mainly identical – despite changes in legislation – during the fifteen years under review. Extending the study to a longer period² was also warranted – besides the relatively small number of cases – by the need to be able to explore trends. Essentially, an overview analysis and grouping was conducted for cases collected from when the currently effective Competition Act – Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices (hereinafter: “Competition Act or “Tpvt”) – came into force on 1 January 1997 until the last closed year, 2012. We should point out that the year indicated in the Authority's “Vj” case ID

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marks the year when a case was started and so it is possible that a decision was only made in the following year.

This article will first describe the flip side of financial institutions' information provision activity grouped by core banking products³ (deposits, loans, credit cards). It will not deal with investment services and insurance due to size constraints, but it must be noted that only a few Competition Authority decisions have been made in the former sphere, while the insurance sector – disregarding the 1990s – has only been examined by GVH in connection with certain kinds of loans. Given that the organisation of consumer groups is not considered to be a financial institution activity, we will also refrain from presenting the large number of condemnatory rulings related to this. The rest of the article will highlight three special scenarios: information provided about promotions, the presentation of variable structure products, and the impact of unilateral banking agreement amendments on information provided about the product. A separate section is dedicated to information provision where some kind of service was advertised – untruthfully – as being free of charge. When presenting infringements of law, emphasis is given to typical elements that recur repeatedly, avoiding unique circumstances. Our aim is to demonstrate the phenomenon and so no financial institutions that were ruled against will be named, and any abbreviations indicating particular service providers have also been omitted from financial product names in the text. The size of fines will not be discussed either, as this would not reflect on the gravity of the particular conduct due to the significant period surveyed in the study; for example, an outstandingly large fine imposed in the nineties might be less than the average sanction applied in recent years.

Attention will be called to two common misconceptions, so that financial institution

managers or advertising professionals can, learning from the example of others, avoid lulling themselves into the belief that conduct that is legally frowned upon can be offset by other – incidentally positive – behaviour.

The summary tries to shed light of some tendencies and an attempt will also be made – in two areas – to extrapolate some anticipated developments in the near future.

THE IMPORTANCE OF CORRECT INFORMATION

In civil law, providing correct information is a fundamental expectation from contracting parties. As part of their cooperation obligation, the parties are bound to inform each other about all material circumstances that affect the contract during its conclusion.

The role of information provision is even greater if one of the parties is a consumer and the other an enterprise. There is a huge gap of information between lay consumers and expert enterprises. This gap of information makes it difficult for consumers to choose the best quality and relatively cheap products.

In the financial sector, providing information is of critical importance in many respects. Financial sector products are, for the most part, more complex and harder to understand for consumers than everyday products and services. Consumers are typically faced with very lengthy blank agreements written in the specific language of financial services. Additional, extensive, difficult to access and grasp, general terms and conditions are also linked to various concrete agreements. The average Hungarian customer only uses the same kind of financial institution services a few times during their lifetime and so has no experience or established routine like buying groceries or household products. While these products are usually found next to one another on store

shelves – allowing for a kind of comparison by consumers – there is no marketplace for financial services where such an opportunity would be available to them. Financial mediation is nowhere near as widespread in Hungary as in other Western European countries; and legislation requiring data provision to simplify comparison is still in its infancy. Poor decisions made by uninformed consumers have long term effects, as services in the financial sector often last for decades. In addition, the long term relationship between the parties involves the extra risk of the services changing, over their term, in relation to the information provided about them before conclusion of the contract. Due to the circumstances briefly presented here many inadequacies in the provision and receipt of information can still be seen in the field of financial services, despite laws prescribing stricter and more detailed than average conditions for the advertisements and information provided to consumers of enterprises engaged in such activities. Consumers tend to accept contractual terms based on information received from clerks and agents – partly because of the previously mentioned difficulties in understanding, lucidity and the greater time demand linked to this – and, at most, only study the details after signing the contract. The outcome of all of this is that the consumer continues to be exposed in this market, with no short-term elimination of this in sight.

LEGISLATIVE BACKGROUND

Successive Competition Acts have prohibited the deception of consumers since 1984. Previously consolidated legal regulation was split into two based on the European Union Directive on unfair commercial practices (2005/29/EC).⁴ The deception of consumers, in its narrowest sense, must, since 1 Septem-

ber 2008, be judged on the basis of Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers (hereinafter: “Fttv.”)⁵ while deceptive conduct shown towards business partners still on the basis of Tpvvt. Since the so-called “black list” in Fttv does not – aside from prohibitions applicable to the conduct of insurers – include any factual definitions for the financial sector that would allow for easier assessment, conduct shown after 1 September 2008 must also be judged on the basis of the new Act’s provision on the prohibition of deception. Although there are differences between the rules relating to deception in Tpvvt and Fttv⁶, these are not significant in terms of this study, so the Act on which a condemnatory ruling was based will not be indicated from this point forward.

DECEPTION

The law proscribes both the active and passive forms of deception (subject to the presence of certain additional conditions). This article begins the discussion of the group of behaviours – if there is one – by describing actively deceptive conduct and then turns to deceptive omissions. Findings applicable to the two kinds of deception will not be repeated in connection with various behaviours but will now be presented in a consolidated form.

Active deception

A clear and simple case of active deception is when an enterprise states an untrue fact as part of its commercial communications. A more complex case is when, although it states true facts, it does so in a way that deceives or has the possibility to deceive consumers to make a decision they would not have made otherwise.

Passive deception

One can talk about passive deception⁷ when the provision of information is unlawful not because of any untrue statements it contains, but because the information, which in itself is not untrue, is missing something which should be included. Two “grades” of such omission are distinguished. Withholding is when something that should be a part of the information provided is not included. Concealment is when even though all of the elements of a communicated message can formally be found in the given information, but in illegible (e.g. due to publishing as fine print) or undetectable (e.g. on account of the short duration of its communication or some other distracting circumstance) form, and thus it does not become a part of the message that consumers perceive. Even in cases of withholding and concealment, one may only talk of unlawfulness if the information takes on a different meaning because of the missing information.

PROVISION OF DECEPTIVE INFORMATION RELATED TO CORE BANKING SERVICES

Deceptive behaviour is related to return and interest rates, the circumstances and constraints of using a service. In many cases, consumers do not receive full information regarding even the most important elements of the contract, often only learning after the event about criteria they fail to meet and because of which they do not receive the favourable service they hoped for or have to pay a higher price than they calculated.

Deception related to deposits

The deposit schemes of different credit institutions show a great degree of similarity, so advertisements are highly focused on the in-

terest on deposits. The parts of the advertisements that are likely to deceive customers are also very often related to returns that can be achieved.

The Competition Council declared the bank’s information provision about foreign currency deposit conditions to be illegal. Its communications maintained that the indicated interest rate applied in the case of depositing USD 5,000 or an equivalent amount in another foreign currency, and also that the bank would pay an interest rate 0.5 per cent lower on smaller amounts deposited. This latter claim, however, was not true for deposits made in all currencies. The difference for consumers was greater than 0.5 per cent for deposits made, for example, in Pound Sterling. The interest rate was 0.6 per cent lower than that indicated in the information provided if a deposit holder deposited a Pound Sterling amount with the bank less than that specified in advance by the credit institution. (Vj-132/1999)

The bank also published the interest rates it applied in economic periodicals. Published interest rates, however, were typically 1 per cent (on rare occasions 2 per cent) higher – for certain schemes on certain days – than those actually received by consumers at the bank. (Vj-44/2000)

In its advertisements, the bank pointed out that high interest rates that could be achieved with its “Retail current account”, “Retail savings account” and “Savings certificate plus” products. The advertisement in the 19 February 2003 issue of the periodical “Újbuda”, included the following: “8 per cent, EVEN WITHOUT A FIXED DEPOSIT!” The bank paid 8 per cent interest in 2002, but at the time the advertisement in question was published, the actual interest rate did not reach this level. The deception of consumers was not established in the case because it was impossible to rule out unequivocally that the periodical

was late in publishing an order placed earlier. The Competition Council found it necessary to call the respondent's attention to the need to carry out its advertising activity subject to an organisational policy which facilitates the prevention of problems similar to the case in question. (Vj-54/2003)

Additional cases of deceiving consumers are related to the withholding of conditions. Consumers are deceived if conditions that do not appear in an advertisement substantively alter the advertisement's message. In terms of deposits, favourable interest rates and a high EBKM (Unified Deposit Rate Index) can, for the most part, only be achieved if several conditions are met simultaneously. Returns typically depend on the amount of the fixed deposit, its currency and the deposit term. Interest rates often vary by bands: the more money deposited and the longer the term, the higher they are. It is, however, also common for advertisements to focus on the most favourable interest rates without disclosing conditions or doing so in a way that cannot be noticed. Such cases will be presented later in connection with promotions.

Deception related to loans

As part of the XL private account service a bank introduced, an unconditional current account loan of HUF 20,000 was promised to account holders. The contractual terms, however, included the bank's right to review an account holder's creditworthiness and decide whether or not to maintain the current account loan facility for the customer. 1 per cent of loan applicants who held an XL private account did not receive a current account loan. The proceeding competition council declared the promise made in the advertisement deceptive. (90/1999)

A financial institution promised a "sure loan" in its advertising campaign, leading to the – false – impression that all applications would

unconditionally be judged positively. Although its communication indicated that the information provided was not complete and those who made telephone inquiries subsequently were given information in line with the actual situation, GVH found that the influencing of decisions based on false information had already occurred. (Vj-83/2009)

The proceeding competition council found that the false claim whereby loans would be provided without collateral, which a respondent made in its "Private Loan" advertising campaign which began in July 1998, was likely to deceive consumers. (Vj-170/1999)

Information provided about consumer loans included the statement "everyone can take out a loan" but in reality a successful credit assessment was a condition of receiving this. (Vj-186/1999)

A bank failed to include relevant information in information provided on variable interest rate personal loans, so GVH declared the advertisement deceptive. The bank made meeting its contractual obligations conditional on a withheld criterion, i.e. the profitability of the arrangement. (Vj-68/2000)

The proceeding competition council established the illegality of information provided by a respondent which informed consumers that the bridging loan interest rate may change for all bridging loan contracts while changes in the bridging loan interest rate between 1 May 2002 and 1 July 2003 only affected newly concluded contracts. (Vj-131/2003)

In some of its advertisements concerning a product called "Quick loan with real-estate collateral", a bank falsely claimed that it would provide the loan to applicants within 8 business days. In fact, it only assessed loan applications quickly, but the loan was not disbursed by the promised deadline. It was also found that it only assessed applications below a certain limit quickly even though the promise applied to all loans. (74/2009)

Credit cards

Numerous banks promised up to 45 days free of interest with credit card use in their advertisements. The competition council declared this information to be unlawful in three ways. For one, it was not included in every advertisement that interest free use was only linked to purchases made with credit cards. In case a consumer withdrew cash from an ATM using a credit card, the loan became interest bearing from day one. Banks advertised their credit cards in such a way that consumers could, based on the advertisements, draw the mistaken conclusion that they could use the bank's money free of interest for 45 days after making a purchase. A consumer, however, could only obtain an interest free period of this length by making a purchase on the first day of the typically 30-day settlement period and leaving repayment until the last moment, by which time, however, they had already exposed themselves to the risk that if the amount paid did not arrive at the bank in time, they would have to pay interest. The 45-day interest free period could not be achieved if a purchase was not made on the first day of the settlement period. Certain advertisements suggested that it was sufficient to repay the amount of the purchases made with a credit card even though the full debt had to be repaid, including costs due the bank, for example the first amount payable for bank card use. Consumers could have thought the benefits to be broader in scope on the basis of the advertisements. (Vj-190/2006, Vj-47/2007, Vj-48/2007, Vj-49/2007, Vj-76/2007, Vj-79/2007, Vj-113/2007)⁸

As a result of a petition filed by one of the banks, the court repealed this decision against the plaintiff bank in terms of the size of the fine and at once charged the Competition Authority with beginning new proceedings. In the repeat proceedings, the Competition Council fined the bank the same amount – HUF 100

million – in the previous proceedings. (Vj-129/2009) As a result of a petition filed against the new decision, the fine was reduced to HUF 85,000,000.

This is where we need to note that either the financial institution did not even turn to the court regarding the rest of the decisions presented in the article or the court ruling confirmed the GVH decision, which is why the rulings are not mentioned specifically.

DECEPTIVE INFORMATION PROVIDED ABOUT PROMOTIONAL PRODUCTS

It is increasingly common for credit institutions to try to solicit new customers with “hard hitting” offers that last a short time. Information provided about such promotions, it would seem, generate a great deal more competition law related problems than stable banking products' advertisements do.⁹

Withholding of promotional conditions

From the banking perspective, promotions are a kind of investment as they cannot for sure realise a high profit on the advertised service in the given period. Perhaps it is because of this that in several cases the favourable element of the advertised service – mostly the interest rate – cannot be attained automatically with customers also having to meet certain conditions, which are not obvious from the advertisement.

A bank remitted the disbursement commission payable in connection to home loans and freely usable mortgage loans in full as part of a promotion in June and July 2006. Within the framework of the promotion beginning on 26 June 2006, consumers did not have to pay any disbursement commission if

- they submitted an application for freely usable mortgage loans and home loans de-

nominated in Swiss Francs with an interest period of 6 months,

- the respondent accepted the application between 26 June and 31 July 2006,
- salary was transferred to the respondent,
- the consumer issues at least 2 direct debit orders.

Various communication means (account statement envelopes, printed media, bank branch posters, bank branch flyers) informed consumers that the option of remitting the disbursement commission would be available as part of the promotion, but only the first two criteria for remitting the disbursement commission were disclosed. The respondent gave the impression of having given consumers complete information about the conditions for sharing in the discount while the other restrictive criteria were not a part of its information. The various information provided was likely to deceive consumers. (Vj-53/2007)

A bank demonstrated conduct likely to deceive consumers in its various fixed deposit promotions related to current accounts in 2007 when it did not or did not fully inform consumers through television commercials, billboards, outdoor posters and account statements that the maximum interest in the two-month promotional HUF-denominated deposit arrangement could only be attained if

- savings are in excess of the preceding balance of 22 March 2007,
- moreover the savings amount is HUF 5 000 000 or more.

The respondent also demonstrated conduct likely to deceive consumers when

- in various advertisements it did not or did not fully disclose that an increase in the current account balance (by a specified amount) would be required in order to make a fixed deposit within the framework of the advertised promotion, and
- it communicated a return typical for a small number of cases as its campaign's key

message in all marketing tools, and failed to describe the conditions for achieving it in the case of certain advertising material. (Vj-114/2007)

To which range of products does the promotional discount apply?

Another typical mistake in information provided concerning financial institution promotions is that advertisements do not reveal that a discount does not apply to every element of a bank's group of products. Based on such advertisements consumers may believe that the promotion applies across a broader range than it actually does.

In the April 2005 promotion of a bank's personal loan arrangement, it gave a 1 per cent discount on interest if a consumer took out a Swiss Franc denominated loan and opened a retail current account so that the loan could be disbursed on it. Press advertising created the false impression that the 1 per cent discount would be due regardless of the basis of the loan, and that during the promotional period, conditions would be identical to those of Swiss Franc based loans in the case of a loan taken out on HUF or EUR basis. The proceeding competition council established that during its promotion, the respondent had promoted its service via conduct likely to deceive consumers. (Vj-111/2005)

From time to time, the promise of a gift is also used in loan advertising to try and make using a given service attractive. Even among these rare cases, however, it is possible to find deceptive communication about the prize. The proceeding competition council declared a bank's advertising campaign called "Now you can take home a DVD along with your private loan", conducted between January and April 2005, as likely to influence consumer decisions in an unfair way. The slogan contained

the message to consumers that anyone who took out a “Private Loan” would get a DVD-player as a gift. During the period in question, the respondent had several loan arrangements in place (“Private Loan”, “Private Loan Express”, “Private Loan Plus”) that each included the word combination “private loan”. The gift DVD-player, however, was only available to those who took out the Private Loan arrangement, and not to “Private Loan Express” and “Private Loan Plus” service customers. According to the Competition Council, these loan arrangements are elements of a product line, namely the “Private Loan product range”. Even the respondent itself incidentally (for example on its website) used a specific name for the “Private Loan” loan arrangement (“Private Loan Standard”). Based on the above, the slogan “Now you can take home a DVD along with your private loan” carried the message that consumers would receive a gift DVD-player in every case when using one of the respondent’s personal loan products containing the word combination “private loan” in its name. In fact a DVD-player was only available when applying for the (standard) “Private Loan”, so the advertisement was likely to deceive. (Vj-62/2005)

The proceeding GVH competition council found a bank’s advertisements regarding a promotion advertised using the slogan “Home loan within 2 weeks” contained information about the annual percentage rate likely to for deceive consumers. The campaign contained the highlighted message that customers could receive a home loan within two weeks. The respondent included a favourable annual percentage rate in its advertisements that could only be achieved if the bank failed to perform the quick credit assessment promised in the advertisements. Consumers had no way of knowing this from the advertisement. In general a higher APR was applied. In its advertisements, the respondent could – in addition

to the general APR – have indicated the lower APR, which was applicable if the bank failed to issue the disbursement certificate within two weeks, and therefore did not charge interest for the first interest period, which in turn would not be included as a cost in the APR value. (Vj-17/2007)

The proceeding GVH competition council investigated another bank’s advertisements from several perspectives and found that information about annual percentage rate (APR) was likely to deceive consumers, because the favourable APR appearing in advertisements was not available for all of its loan products. On the one hand it was only available in the case of loans in Swiss Francs and on the other hand, even within the Swiss Franc denominated home loans, only for loans with a shorter interest period and thirdly, even in this case, it could only be achieved if the bank failed to perform the quick credit assessment it promised in the advertisements.

The indication of an APR with the intention of informing consumers can lead to deception if, for example, an advertisement displays an incorrectly calculated value. The initial APR that appeared in the key message of the advertisements (4.13 per cent) was, in reality, not true since, in the Retail Notice published about the promotion, the two kinds of Swiss Franc denominated, market interest bearing home loans (within and without the framework of the “Fészekrakó” programme) had initial APR values of 4.37 per cent and 4.27 per cent. (Vj-141/2006 Clause 78)

The advertising campaign contained the central message that by paying a monthly instalment of HUF 20,764, customers could take out a home and mortgage loan of HUF 7,000,000, subject to an APR of just 4.13 per cent. The likelihood of the advertised promotions to deceive consumers was, in the Competition Council’s view, also supported by the fact that customers usually undertake a long term

obligation with a loan agreement and that values for the first six months' interest, calculated on conditions ensuring the lowest possible rate, do not provide an objective impression in relation to a 20 year, that is 240 month term. In addition, the values for the first interest period of the term and those of the grace period differ significantly from the conditions applied during the remainder of the term. The remaining part of the term is 19.5 years in the case of the interest, and 15 years for the grace period. When conditions are being considered by consumers, it is impossible to ascertain whether the information provided is about a promotional loan, explicitly a home loan with an interest period of 6 months, and whether, because of the grace period, a significant increase in the communicated amount can be expected later in addition to contract amendments. (Vj-141/2006 Clauses 80–81)

Looking at the core message of the bank's advertisement, consumers had no way of knowing that the promotion applied to a foreign currency loan, which carries a substantially greater risk than HUF-based loans do. (Vj-141/2006 Clause 76)

To what period does the promotional discount apply?

A further opportunity for error in information provided on financial institution promotions is advertisements which suggest that a discount applies to the full duration of the contract to be concluded, even though elements favourable for the consumer are only available for a limited time under the arrangement.

The bank's advertising campaign between 26 June and 31 July 2006 for Swiss Franc based, market interest bearing home and freely usable mortgage loans with a six month interest period was also likely to mislead consumers into believing that the APR value communicated would be valid for the full term.

Repayment of the advertised loans' principal had to begin after the expiry of a five-year grace period. Communication of a low APR value could greatly reduce options for comparison with other home loan arrangements, having regard to the fact that, during the grace period, instalments – which only include interest and commission repayment – are substantially lower, and also, consequently, the annual percentage rate, than thereafter. From the core message of advertisements consumers had no way of knowing that the indicated APR applies to a promotional period and that a greater increase may be expected upon the expiry of the first interest period than otherwise (APR increased some threefold in the case of the arrangement concerned). On the basis of this the proceeding competition council found that the respondent was in breach of the law concerning the prohibition of deception of consumers. (Vj-141/2006 Clause 76)

Difference in time between a promotion and information provided

An additional particular hazard with information provided about promotions is that in many cases the information is effective for a longer time than the promotion itself. Even after a promotion is ended, flyers may linger in branches, the TV commercial continues to be broadcast and can still be seen when the promotional product is no longer available to customers. So an advertisement that was originally fair may become untrue upon the expiry of the temporary discount on a service.

According to information provided by a bank about a product called "savings deposit account", it provided higher interest to account holders than if they kept their savings in their retail bank account or in a fixed deposit. The 10 per cent interest around which advertising on the "savings deposit account" at the

start of 2005 was centred was just a temporary feature of the product, as the respondent knew. The respondent had already made the decision to reduce the interest rate from 1 May 2005. According to the Competition Council, a higher interest rate, applied temporarily in a promotion-like manner, cannot be advertised in such a way that consumers are not given unequivocal information about the interest rate only being available temporarily, and that its rate will decrease from a date known in advance. (Vj-33/2005)

According to the proceeding Competition Council, the fact that consumers could still see the advertisement on 8 September on the internet without being aware of the promotional period, even though the promotion only applied to loan transactions received by 31 July, was likely – in addition to many other circumstances – to influence consumer decisions unfairly. (Vj-141/2006 Clause 77)

Deficiencies in promotions

In our everyday lives, we often encounter new prices offered “on promotion” compared to old ones that are crossed out, favourable prices advertised due to stores going out of business, and bankruptcy related sales even in cases where prices claimed to be favourable do not actually differ from the actual former prices. On rare occasions this also occurred in the financial sector.

The proceeding competition council found a bank’s communication in an advertising paper during the period between 27 September and 10 October 2002, which stated that “now even loans come at a discount” to be likely to unfairly influence consumer decisions. This is because, in reality, the APR for the loan was 30.24 per cent while prior to 27 September, the APR was just 29.97 per cent. Infringement of the law was determined on similar grounds for the promotion

between 29 November and 12 December 2002. The overall impression of the advertisement, and particularly the expression “Luck at Christmas” conveyed the message to consumers that loan conditions were more favourable than previously, while consumers could take out a consumer goods loan without any interest or handling charges in the period directly preceding the “promotion”. (Vj-149/2002)

DECEPTIVE INFORMATION PROVIDED ABOUT VARIABLE STRUCTURE PRODUCTS

Another set of consumer deceptions involves information provided about variable structure products. Such banking products are not just available in short term promotions but are continuously present in the financial institutions’ product range raising attention, nonetheless, because more favourable conditions are realised from the very beginning of the term rather than after the initial period. The conditions that are more favourable for consumers, which are enjoyed in the first few months of legal relationships that often last decades, show a similarity with promotions presented in the previous section, but some differences can also be observed. One conceptual element of variable structure products is that contractual terms change after an initial period, while the terms of a contract concluded during a promotion remain unchanged throughout the full term of the contract (in connection to this, see also the provisions of the following section). Variable structure products are available continuously (albeit with content potentially different from conditions valid in the initial period), while promotions last a relatively short time. The value of APR must, by law, be indicated in financial institution advertisements for loan transactions in order for consumers to be informed about total costs and able to compare

offers from various banks. Regrettably even the seemingly objective APR fails to provide a true impression of the debtor's burdens, for example in the case of deferred payment. If the repayment of the borrowed capital is deferred after the conclusion of the loan agreement for a certain period and the debtor only has to pay the interest, the APR for this period will be low. Consumers cannot get a true impression about a product if only the APR applicable to the grace period appears in an advertisement, and not the much higher APR value for the period in which the loan also has to be repaid and not just interest payments are required.

According to the consistent practice of GVH, if only the conditions asserted during the first months appear in an advertisement about variable structure products, this constitutes a deception.¹⁰

According to the proceeding competition council, the respondent's claim, made during its July 1998 advertising campaign about the "Private loan" product, whereby it indicated repayment instalments of identical amounts for the full term, was likely to deceive consumers. (Vj-170/1999)

Advertisements published by the financial institution failed to indicate that the advertised product was a deferred principal repayment arrangement, and that the advertised instalments would be modified with regard to that. The respondent misled consumers with this. (Vj-33/2010)

INFORMATION PROVISION AND UNILATERAL CONTRACT AMENDMENT

Financial institution services are of a long term nature in many cases. In contracts financial institutions, for the most part, reserve the right to unilaterally modify certain conditions of the contract in case the circumstances listed in them change. The option of unilateral contract

amendment subject to observing statutory criteria is, in itself, legal. It was doubtful, however, whether or not a subsequent amendment of contract would retroactively render information provided about the original conditions untrue, and whether or not withholding the right of unilateral contract amendment is likely to deceive consumers.

Unilateral amendment of originally communicated conditions

The proceeding GVH competition council reached the conclusion, in multiple cases, whereby a financial institution demonstrates unlawful conduct when it changes the contents of the contract compared to what it disclosed in earlier advertising to the detriment of its customer. With this decision the bank generates tension between original information provided and the actual features of the product.

The Retail Electronic Account Package originally allowed for free regular transfer payments outside the bank. The bank made this service subject to a fee from 1 January 2007, but in some of its communications the bank continued to provide false information beyond 1 January 2007 to the effect that nothing will have to be paid for regular transfer payments outside the bank in the case of the "Retail Electronic Account Package". The change affected two kinds of advertisements by the bank. The contents of flyers produced in 2006 was no longer consistent with conditions actually applied in the period after 1 January 2007. The last copies of the flyer were sent to branches in June 2006. During the amendment of the fees and costs notice, the bank disregarded the possibility of flyers still being available at its branches. Regarding information published on the website, the proceeding competition council found that it was

also likely to deceive consumers. Based on the information, consumers were led to believe that regular transfer payments outside the bank would continue to be free after 1 January 2007. (Vj-50/2007)

The bank demonstrated conduct likely to deceive consumers when in January 2004 it communicated information that was not consistent with the truth about its product called “Electronic Account Package”, introduced in 2003. On the “News” page of its website, the respondent uploaded an informative document about the product from 15 September 2003, which included the numerous favourable features of the product consistently with the truth at the time. The respondent changed the product’s conditions from 5 January 2004. The respondent made the Notice applicable to changes to fees available at all of its branches, and also disclosed it on its website. The published information, however, did not fully reflect the changes that occurred. After 5 January 2004, three conditions did not appear updated in the document, saying that two cash withdrawals per month can be made with bank cards from the bank’s ATMs free of charge, an unlimited number of electronic HUF transfers can be made without a commission and direct debit transactions are free of charge. After the change on 5 January 2004, these originally true claims were no longer correct.

The information document still said that “...for HUF 99 you can complete as many transactions as you need!”, while transactions were typically charged from 5 January 2004.

The respondent modified the information document – after one of its staff noticed this – on 8 January 2004, omitting the statement whereby “two cash withdrawals per month can be made with bank cards from the bank’s ATMs free of charge”. Following a consumer complaint, it deleted the claim of the other service being free from the document on 15 January 2004.

The proceeding competition council established that information provision was likely to deceive from 5 January 2004, but did not think that imposing a fine would be warranted. It assumed that establishing infringement was sufficient in itself to keep the respondent from committing similar infringements of law. (Vj-37/2004)

The financial institution introduced the “home protection programme” linked to mortgage loans it provided subject to real estate collateral in April 2006. Within the scope of this programme, it provided the option to consumers – in varying combinations – of amending the loan agreement without any charge, and offered a service that could be used free of charge. The bank offered its customers free prepayment and final repayment, rescheduling of due dates, term extension and automatic life insurance, and also promised that they could replace their foreign currency loans to HUF loans. The GVH investigation established that the bank’s advertisements suggested to consumers that all of the listed elements would be free for them throughout the term of the loan. In contrast, both in the case of home loans and personal loans with real estate collateral, four services were only available to customers free of charge for a limited time. With regard to discontinuing the gratuitous nature of these elements, the bank’s conduct was suitable for deceiving consumers according to the GVH decision. (Vj-21/2009)

[Withholding information on unilateral contract amendment during the provision of information](#)

Other GVH decisions established the illegal nature of information provision even when the bank did not assert its unilateral contract amendment rights, explicitly stressing that it was not in view of a change which occurred

that the infringement of the law could be established, instead saying that information provision was illegal to begin with.

The proceeding competition council declared that the information, provided by the bank about the personal loan, promising that instalments remain unchanged and failing to mention the possibility of interest rate change, was deceiving. (Vj-34/2000)

The bank's advertisement indicated instalments of identical amount for the entire term of the loan, without making any reference to the possibility of changes in the interest rate. Advertisements did indicate the amounts of monthly instalments linked to different terms in the case of taking out loans of various amounts. Flyers explicitly included information that consumers would pay identical repayment instalments every month. There were two promotional offers for the personal loan: in one, the bank provided a 0 per cent handling fee to consumers, in the scope of the other promotion, it promised free life insurance to consumers who took out the personal loan.

According to the bank, all of the promises in the advertisement were true, since the interest rate did not change in the period under review from January 1998 to October 1998, nor did instalments as a result. According to the Competition Council's position, the various advertisements indicated instalments of identical amount for the entire term of the respective loans, without pointing out the possibility of interest rate change and changing instalments related to that. Advertisements claimed an incorrect fact, concerning an element of the service that was important to customers, i.e. the amount of monthly instalments, and this was likely to influence the consumers' decisions.

The Budapest Metropolitan Court dismissed the petition filed by the bank against the GVH decision – as being unsubstantiated – in its verdict number 2.K.30735/1999/2,

establishing that the size of repayment instalments during the term is one of the most important pieces of information for consumers when taking out a loan. Although it is true that for a considerable amount of time consumers have been living in economic conditions characterised by inflation, this does not mean that they would have to reckon with interest rate changes inevitably, involving the modification of instalments, despite the published table. This is because consumers do not have to know the arrangement for loan payment. The court specifically emphasised that the bank disclosed tables in its advertisements to direct consumers' attention to information whereby identical instalments are associated with given loan amounts over given terms.

Having considered that the consumers' ability to add to a certain piece of information must be taken as granted also in an issue that is thought to be important by the plaintiff, the court deemed it necessary to note that this attitude would be dangerous, because this would place responsibility on unqualified consumers instead of making enterprises provide fair information. (Vj-119/1998.)

Let us point out that in every case where the stipulation of unilateral contract amendment rights is linked to a service that was originally free, GVH has another statutory instrument at its disposal since 1 September 2008. Based on the Annex to the Fttv, it may qualify the case as false claim of gratuity instead of deception (see next Clause).

For the sake of completeness we should note that there was one case where infringement was not established, even though the bank advertised a loan arrangement with fixed interest, but under the contract it had the option to unilaterally alter the interest rate for substantiated reasons. The proceeding competition council remarked that consumers acting carefully have the opportunity to consider this circumstance before concluding the contract,

and established that this provision way unlikely to influence consumers' decisions unfairly. (Vj-145/2000)

PROMISE OF GRATUITY

In exceptional cases financial institutions also offer certain services – mostly of complementary nature – free of charge. There are also examples of gratuity being claimed for services that are actually subject to certain liabilities.

The bank's information provided about its "Otthon hitel" home loan product promised that certain services would be complimentary, even though using them had to be paid for. This was because the bank charged a transfer fee during the disbursement of the loan product advertised as "having no initial banking costs". (Vj-113/2010)

In the promotion called "Absolute zero", organised in cooperation with a bank and a major store chain, consumers who applied for commercial goods loans exceeding the amount of HUF 20 000 did not have to pay interest, handling fees, advances or any other costs. Using this discount was conditional to consumers having to pay-off the loan amount they took out by the date of the first instalment. In case of defaulting on the payment deadline, they had to repay the loan in monthly repayments subject to interest and other cost conditions, effective at the time of taking out the loan. The proceeding competition council found two problems in relation to competition law.

Advertisements published about this promotion failed to disclose that – in contrast with conditions typically known for commercial goods loans – in order to participate in the promotion the full amount owed had to be paid when the first instalment became due and on failing to do so the service was not provided free of charge. (Vj-65/2003. Clause 9.1.1)

In the proceeding competition council's view it was also likely to deceive consumers that the bank generally included in its advertising that the APR of "B. commercial goods loan" was zero per cent, even though not all of the so-called "B. commercial goods loans" were included in the promotion. Of the eight B. commercial goods loan arrangements – each with a different suffix – the aforementioned promotion only concerned the "Standard", "No advance" and the so-called "Available by phone" commercial goods loan schemes. (Vj-65/2003. Clause 9.1.2)

A bank introduced a new retail mortgage loan product on the market, in which it did not charge any handling fees during the term, only interest and a disbursement commission, the latter to be paid as a one-off cost upon disbursement. In its campaign in September 2008, the bank also claimed that "The premium of its loan collateral life insurance is: HUF 0". While these advertisements promoted that these two cost elements were free of charge, individual loan agreements already included provisions which gave the bank the option to amend the contract unilaterally (see previous Clause) regarding both of these fees. The bank only committed to observe this for the first six-month interest period. The statement on the communications means was different from the provision in the individual loan agreement under which the bank had the right to modify the rate of handling charges unilaterally any time after 6 months. The gratuity of handling fees promises that this will remain unchanged during the term, and there will be no future modifications. This unchanged character of the handling fees was the very feature highlighted in the bank's communication, promising no handling fees until the end of the term. None of the communication means used in the campaigns included that the bank had – in contrast with reasonable consumer expectations – stipulated an unlimited and unilateral right

of contract amendment for itself in respect of handling fees. According to the position of the proceeding competition council, promising no handling fees throughout the term in the communication to consumers, then at the same time stipulating the bank's unilateral contract amendment rights for the same cost element, i.e. to revoke the 0 per cent fees, is not permissible. As a consequence – and regardless of the bank's actual conduct – the bank demonstrated conduct which was likely to unfairly influence consumer decisions when it advertised in connection with its loan product that it would waive handling fees, suggesting that this promotional offer would be available throughout the term, while individual contracts included provisions to the contrary. The product was introduced in September 2007, and in the case of undertaking a commitment with a term of nearly 20–30 years, it is impossible to guarantee that handling fees would remain unchanged and insurance premiums would not be charged in the future, due to the stipulation of unilateral contract amendment.

According to the proceeding competition council's decision the "handling fees are HUF 0" and "loan collateral life insurance is HUF 0" slogans qualify as unfair commercial practices under Fttv Article 3 in respect of the bank's conduct after 1 September 2008. (Vj-29/2009.)

This case highlights the fact that GVH can opt for several solutions in certain borderline cases. In this case, the financial institution's conduct was not seen as deception, instead, Clause 20 of the Annex to Fttv was applied, under which it is prohibited to describe goods as "gratis", "free", "without charge" or similar if the consumer has to pay anything other than the unavoidable costs of responding to the commercial practice and collecting or paying for delivery of the goods. The so-called blacklisted factual definitions in the Annex to Fttv allow for simpler and faster decision-making.

MISCONCEPTIONS

After the presentation of various cases, allow us to highlight two circumstances which financial institutions referred to frequently, yet to no avail during competition supervision procedures against them.

Illegal information provision is realised even if a financial institution later provides an opportunity to consumers to fully familiarise themselves with the actual information. This is because the law prohibits the deception of consumers, and in this regard, infringement of the law is committed upon the disclosure of illegal information. The circumstance that a consumer might seek out the bank under review as a result of a deceptive advertisement to obtain further information may be objectionable in itself, since this way the bank can "persuade" the consumer, "talk them into" using the service or offer another product. Mutual contact is a crucial momentum in business/market processes. And if the contact was triggered by an illegal, deceptive advertisement, it is clear that seeking further information (i.e. some form of contact) will not eliminate the infringement of law, only mitigate its consequences at best. In view of the above, the proceeding competition council did not accept the bank's argument whereby every customer learned about the possibility of interest rate change, withheld in the advertisement, upon the conclusion of the loan agreement, and even before, from the loan application form and later from the "Notice". (Vj-119/1998)

In many cases, financial institutions referred to the fact that there were so many conditions linked to a given financial service, that it was impossible to implement their full disclosure due to the limited space and format of marketing and communications materials. Such a defensive argument did not prove successful either during competition supervision procedures or in the court proceeding afterwards. Banks can

choose from two legitimate solutions. One option is to disclose awareness raising advertisements, which only provide information about the introduction and availability of a new service, but do not include any details about the banking product, so it can neither be actively deceptive nor withhold or conceal anything. The other solution is when tangible information is also published about a product, but in this case every additional circumstance without which the content of disclosure would be different – including negative ones – must be included in relation to the – positive – information published.

SUMMARY

The review of the fifteen-year period revealed several developments which had an affect on the advertising activities of financial institutions. These include external economic factors, as well as GVH decisions that affected the banks' behaviour.

Loans taken out by households increased significantly in the middle third of the period under review: they grew to more than tenfold between 1999 and 2007. People who did not qualify creditworthy in banking terms earlier received loans during the past period. It was not their situation that changed, rather the banks developed an overly optimistic perception of consumers. The pendulum is now swinging in the other direction. Financial institutions became more cautious and consequently the financial sector's advertising activity became more restrained. Perhaps we can be optimistic enough to assume that the less frequent advertisements are better made and legal criteria are also taken into account.

Banking products have become ever more complex and we see an increasing number of so-called combined banking products. This involves, for instance, a bank linking a deposit

scheme with an investment arrangement or combining a loan with life insurance. One of the typical cases of deception is when information provided in connection with a combined product focuses on one of the components, pushing the other element of the scheme to the background. The bank promises and guarantees a high interest rate on the amount deposited there, while the rest of the amount is subject to market conditions: the attainable yield depends on the riskiness of the investment, as well as the external circumstances. In such cases, banking staff is more likely to focus on the deposit arrangement when providing information. They do not want to deceive customers, but the deposit part of the arrangement is closer to the banking services that the staff is used to and sold in the past; they know these better and thus are able to provide more detailed information about them. It is advisable for banks to offset this disproportionality in their advertising.

When forming their behaviour, financial institutions must consider the fact that consumers do not necessarily have up-to-date financial knowledge. The gap between the contracting parties' level of know-how is not closing, and their advocacy capabilities also differ significantly. GVH tries to raise awareness about this phenomenon with increasing larger fines. Apart from fines, GVH frequently uses the tool of obliging banks to disclose GVH's decision, display it on their website, and – in case of such commitments – publish more extensive information for consumers. As a result, consumers' knowledge has expanded, e.g. regarding the use of credit cards.

Experience showed that banks' information provision practices change after a Competition Authority decision. An interesting benefit of Competition Authority procedures is that a number of banks have published communication materials which could improve the average consumer's know-how of banking products.

We need to remind the reader that although numerous infringements of law have been presented from the fifteen years based on negative GVH decisions, this means only 3–4 cases per year on average for the entire sector – disregarding the 2005–2007 period – and not even that many in recent years. In order to assess the data, however, we also have to realise that – in contrast with other sectors – banks tend to close ranks and do not warn the Competition Authority about another financial institution’s illegal practices. This means that almost all GVH proceedings were initiated by consumer reports. So, it is quite possible that there is also a latent consumer deception practice that GVH cannot detect.

We cannot say that the banks’ information provision is deliberately deceptive (as opposed to e.g. advertisements that present the services of enterprises operating consumer groups as being loans, and practices that can be observed in some other industries). Infringements of law can rather be traced back to a lack of circumspection.

Instances of active deception are few and far between. Most problems related to banking advertisements involve withholding and concealing information. Among infringements of law, the typical one is that while an advertisement raises consumer awareness about a favourable feature of the new service, it does not reveal that the given benefit is only available in certain situations, with certain conditions and for a specific period only, and perhaps the range of people who can use the favourable service is very small. The fact that all the conditions of a banking product or service are not revealed in an advertisement is not sufficient to establish the infringement of law. GVH’s – continuously refined – practice establishes the illegal nature of withholding information in cases where disclosing a condition that does not appear in an advertisement would give the communication a different meaning. An

important piece of evidence for the advertisement’s illegal nature is if the favourable situation described in the advertisement is realised in just a fraction of cases in practice. Consumers may therefore be deceived by an advertised opportunity which could be realised, yet this is not common practice, but, quite to the contrary, an unusual case, an exception.

A significant part of negative decisions is linked to promotions. This statistical data may warn those in the profession that periodically offered advantages should not be exaggerated and made to appear greater than they are. All criteria for attaining benefits must be communicated in the adverts. Only products to which a promotional offer actually applies may be named in the information provided. The promotional period must be indicated in the adverts. Care must be taken to ensure that information given about promotional offers cannot be accessed in any form after the promotional period.

The financial profession perhaps had the greatest difficulty accepting the way competition law handles the conflict between the right to unilaterally amend contracts, provided by law to banks, and the extent to which initial conditions may be advertised. This is exactly why we need to repeatedly highlight the fact that failure to include the right of unilateral contract amendment in information provision in itself qualifies as the infringement of law. In such cases, banks do not even have to act upon their option of unilateral contract amendment, information provision can qualify as illegal even with unchanged conditions if an advertisement fails to mention the right of unilateral contract amendment provided to banks.

The circumstance that a financial institution provides the opportunity for obtaining additional information does not cancel the likelihood of deception by that advertisement. According to the Competition Authority’s practice, consumers cannot be expected to check the

claims made in an advert and compare them with other information provided by the bank under review. GVH is of the opinion that confidence in advertising could well be destroyed if consumers were to be deprived of their right to accept the contents of advertisements as being true. GVH applies a broad interpretation of the law here. In cases when the information provided is contradictory, namely a part of it provides information that is not true and correct, while another part reflects the facts, GVH does not expect consumers to detect this contradiction in the available information (e.g. Vj-50/2007). Financial institutions cannot successfully argue that consumers are able to take extensive and complex information and realise that the slogan-like claims made in advertisements “need greater accuracy”.

The consistency between advertisements and reality not only needs to be guaranteed when products are introduced. New communication materials must be carefully designed to reflect changes to products, while communication tools with outdated content must be withdrawn in time, checks must be conducted to see if any old brochures are left at branches and websites must be “cleaned up” regularly.

The benefit of variable structure products lies in the fact that conditions are somewhat

easier to meet, later on, however, consumers’ burdens increase inevitably. In its practice to date, GVH only considered it deceptive if advertisements presented the whole product with the initial, more favourable conditions. It is possible, however, that in the future it will expect banks to communicate clearly that conditions will be tougher in time.

Apart from this real possibility, I do not think that competition law will have stricter requirements regarding financial institution advertisements in the future. I do not think, for instance, that the requirement set by the Office of Fair Trading in Britain, whereby consumers must see a warning message during loan scheme advertising – similarly to warnings to smokers on cigarette boxes – would be introduced any time soon in Hungary. Seeing loan advertisements in England, consumers will encounter wording like “have you considered and are you sure that you can still fit this expense in your family budget”.

Increasing requirements and expectations should rather be expected on the legislation side in Hungary, and they could primarily affect the content of information provided during personal meetings directly before contract conclusion instead of financial institution advertising.

NOTES

¹ The subject examined in this article constitutes a part of the more comprehensive theme of consumer fraud or deception. Among studies of consumer deception it also deals with, for example, financial institutions’ advertising. Tóth, Tihamér: A fogyasztók megtévesztése (Deception of Consumers), *Cégvezetés*, February 2007, pp 55–59, Miskolczi Bodnár, Péter: A szolgáltatás árának megtévesztő reklámozása, különös tekintettel a közléshez szorosan kapcsolódó további árinformáció elhallgatására, elrejtésére (Deceptive Service Price Advertising, with Particular Reference to Withholding and

Concealing Additional Price Information, Closely Linked to the Publication), pp 238–247 In: *Ünnepi tanulmányok Prugberger Tamás professzor 70. születésnapjára* (Commemorative Studies for Prof. Tamás Prugberger’s 70th Birthday), Novotni Alapítvány Miskolc, ed. Csilla Csák, 2007, Miskolczi Bodnár, Péter: A termék, szolgáltatás ellenértékével kapcsolatos megtévesztés (Deception Related to Product, Service Price) (Part II, Title 9), pp 376–430, In: *A reklámjog nagy kézikönyve* (Advertising Law Compendium), reviewer Dr. Tihamér Tóth. CompLex Kiadó Jogi és Üzleti Tartalomszolgáltató

- Kft., Budapest, 2008. Miskolczi Bodnár, Péter: A fogyasztók megtévesztésének egyes kérdései a GVH gyakorlatában (Various Questions on Deceiving Consumers in GVH's Practice), pp 127–146. In: A fogyasztóvédelem új irányai az elméletben és a gyakorlatban (New Directions for Consumer Protection in Theory and Practice – Conference booklet), Debrecen, 17 May 2007–18, ed. Veronika Szikora, Debrecen, 2008
- ² The presentation of GVH decisions made in various shorter periods within the fifteen year interval examined in this article can be found in the following studies: Mager, Andrea: A reklámozás határai a pénzügyi szektorban, 1. rész (The Boundaries of Advertising in the Financial Sector, Part 1) Versenytükör, Issue 1 Year 2008 pp 24–28 Mager, Andrea: Boszorkányüldözés vagy üldözési mánia? Reklámok a bankszektorban, 2. rész (Witch-hunt or Paranoia? Advertising in the Banking Sector, Part 2) Versenytükör, Issue 2 Year 2008 pp 29–32
- ³ For the detailed description of various banking products, see for example Kónya, Judit: Bankügyletek joga (Banking Transaction Law), 'Rejtjel' Publishing, Budapest, 2009. Dr. Varga, Nelli: Fogyasztói hiteljog (Consumer Loan Law), pp 191–216 In: Magyar fogyasztóvédelmi magánjog – európai kitekintéssel (Hungarian consumer protection civil law with a European outlook), ed.: Veronika Szikora Fogyasztóvédők Magyarországi Egyesülete (Hungarian Consumer Protection Association), Debrecen, 2010
- ⁴ For the details of the UCP Directive's transposition into domestic law, see Vörös, Imre (ed.) Tisztességtelen verseny – fogyasztóvédelem (Unfair Competition – Consumer Protection), Hungarian Academy of Sciences Institute for Legal Studies, Budapest, 2007 Miskolczi Bodnár, Péter: A tisztességtelen kereskedelmi gyakorlatok tilalma (Prohibition of Unfair Commercial Practices), pp 289–328 In: Magyar fogyasztóvédelmi magánjog – európai kitekintéssel (Hungarian Consumer Protection Civil Law with a European Outlook), ed.: Veronika Szikora Fogyasztóvédők Magyarországi Egyesülete (Hungarian Consumer Protection Association), Debrecen, 2010
- ⁵ A detailed description of Fttv rules can be found in Miskolczi Bodnár, Péter: A fogyasztókkal szembeni tisztességtelen kereskedelmi gyakorlatok tilalma (Prohibition of Unfair Commercial Practices Against Consumers), Patrocinium, Budapest, 2011, p. 72 Miskolczi Bodnár, Péter: A fogyasztókkal szembeni tisztességtelen kereskedelmi gyakorlatok (Unfair commercial practices against consumers), In: Miskolczi Bodnár, Péter – Sándor, István: A fogyasztóvédelmi jog európai gyökerű magyar szabályozása (Hungarian Regulation of Consumer Protection Law with European Roots), I. and II., Patrocinium, Budapest, 2013
- ⁶ Pp 313–317 discusses the particular provisions applicable to proceedings by GVH Zavodnyik, József: Nagykommentár a tisztességtelen kereskedelmi gyakorlatról szóló törvényhez (Extensive Commentary on the Act on Unfair Commercial Practices), Wolters Kluwer Kft., Budapest, 2013
- ⁷ Miskolczi Bodnár, Péter – Zavodnyik, József: Megtévesztő mulasztás (Deceptive Omission) (Part II Title 3), pp 43–257 In: A reklámjog nagy kézikönyve (Advertising Law Compendium), reviewer Dr. Tihamér Tóth. CompLex Kiadó Jogi és Üzleti Tartalomszolgáltató Kft., Budapest, 2008
- ⁸ For further details about the assessment of information provided about credit cards in terms of competition law, see Miskolczi Bodnár, Péter: Hitelintézetek reklámjai (Credit institution advertisements) [Part IV, Title 7, Chapter 1 (pp 713–717), and Part IV, Title 7, Chapter 2 (pp 718–744)] In: A reklámjog nagy kézikönyve (Advertising Law Compendium), reviewer Dr. Tihamér Tóth CompLex Kiadó Jogi és Üzleti Tartalomszolgáltató Kft., Budapest, 2008
- ⁹ For further details about the assessment of information provided about credit institution promotions in terms of competition law, see Miskolczi Bodnár, Péter: A hitelintézetek reklámjainak értékelése versenyjogi szempontból (Assessment of Credit Institution Promotions in Terms of Competition Law), Patrocinium, Budapest, 2013

kolczi Bodnár, Péter: Tisztességes verseny és fogyasztóvédelem a bankszektorban (Fair Competition and Consumer Protection in the Banking Sector), pp 159–175, In: Magyar Jogász Egylet Huszonhetedik Jogász Vándorgyűlés (Pécs 2008. október 9–11.), Hungarian Society of Lawyers, Budapest, 2009

¹⁰ For further details about the assessment of information provided for variable structure products in

terms of competition law, see Miskolczi Bodnár, Péter: Megtévesztő banki reklámok a Gazdasági Versenyhivatal gyakorlatában (Deceptive Banking Advertisements in the Hungarian Competition Authority's Practice), pp 61–81. In: Kodifikációs tanulmányok az új Ptk. születése kapcsán (Codification Studies Related to the Birth of the New Civil Code), ed. Dr. Judit Barta, Novotni Foundation, Miskolc, 2009

LITERATURE

KÓNYA, J. (2009): Bankügyletek joga (Bank Transaction Law). *Rejtjel Kiadó*, Budapest

MAGER A. (2008): A reklámozás határai a pénzügyi szektorban – 1. rész (The Boundaries of Advertising in the Financial Sector, Part 1). *Versenytükrök (Competition Mirror)*. Issue 1, pp 24–28

MAGER A. (2008): Boszorkányüldözés vagy üldözési mániák? (Witch-hunt or Persecution Complex?) Reklámok a bankszektorban – 2. rész. (Advertisements in the Banking Sector – Part 2). *Versenytükrök (Competition Mirror)* Issue 2, pp 29–32

MISKOLCZI BODNÁR P. (2007): A fogyasztók megtévesztésének egyes kérdései a GVH gyakorlatában (Certain Issues Concerning Consumer Deception in the Practice of GVH), pp 127–146 In: A fogyasztóvédelem új irányai az elméletben és a gyakorlatban (New Directions for Consumer Protection in Theory and Practice). Publication of the May 17–18 Conference in Debrecen, ed. Szikora V., Debrecen

MISKOLCZI BODNÁR, P. (2008): A szolgáltatás árának megtévesztő reklámozása, különös tekintettel a közléshez szorosan kapcsolódó további árinformáció elhallgatására, elrejtésére (Deceptive Service Price Advertising, with Particular Reference to Withholding and Concealing Additional Price Information, Closely Linked to the Publication), pp 238–247 In: Ünnepi tanulmányok Prugberger Tamás professzor

70. születésnapjára (Commemorative Studies for Prof. Tamás Prugberger's 70th Birthday), Novotni Foundation Miskolc, ed. Csilla Csák

MISKOLCZI BODNÁR, P. – ZAVODNYIK, J. (2008): Megtévesztő mulasztás (Deceptive Omission) (Part II Title 3), pp 43–257 In: A reklámjog nagy kézikönyve (Advertising law compendium), reviewed by dr. Tihamér Tóth. *CompLex Kiadó Jogi és Üzleti Tartalomszolgáltató Kft.*, Budapest

MISKOLCZI BODNÁR, P. (2008): A termék, szolgáltatás ellenértékével kapcsolatos megtévesztés ((Deception Related to Product, Service Price) (Part II, Title 9), pp 376–430 In: A reklámjog nagy kézikönyve (Advertising Law Compendium), reviewed by dr. Tihamér Tóth. *CompLex Kiadó Jogi és Üzleti Tartalomszolgáltató Kft.*, Budapest

MISKOLCZI BODNÁR, P. (2008): Hitelintézetek reklámjai (Credit Institution Advertisements) (Part IV, Title 7, Chapter 1), pp 713–717 In: A reklámjog nagy kézikönyve (Advertising Law Compendium), reviewed by dr. Tihamér Tóth. *CompLex Kiadó Jogi és Üzleti Tartalomszolgáltató Kft.*, Budapest

MISKOLCZI BODNÁR, P. (2008): Hitelintézetek reklámjai a GVH gyakorlatában (Credit Institution Advertisements in the Hungarian Competition Authority's Practice) (Part IV, Title 7, Chapter 2), pp 718–744 In: A reklámjog nagy kézikönyve (Adver-

tising Law Compendium), reviewed by dr. Tihámér Tóth. *CompLex Kiadó Jogi és Üzleti Tartalomszolgáltató Kft.*, Budapest

MISKOLCZI BODNÁR, P. (2009): Tisztességes verseny és fogyasztóvédelem a bankszektorban, (Fair Competition and Consumer Protection in the Banking Sector) pp 159–175 In: Magyar Jogász Egylet Huszonhetedik Jogász Vándorgyűlés (27th Itinerary Congress of the Hungarian Society of Lawyers, Pécs, 9–11 October), Hungarian Society of Lawyers, Budapest

MISKOLCZI BODNÁR, P. (2010): Megtévesztő banki reklámok a Gazdasági Versenyhivatal gyakorlatában (Deceptive Banking Advertisements in the Hungarian Competition Authority's Practice), pp 61–81 In: Kodifikációs tanulmányok az új Ptk. születése kapcsán (Codification Studies Related to the Birth of the New Civil Code), ed. dr. J. Barta, Novotni Foundation, Miskolc

MISKOLCZI BODNÁR, P. (2010): A tisztességtelen kereskedelmi gyakorlatok tilalma (Prohibition of Unfair Commercial Practices), pp 289–328 In: Magyar fogyasztóvédelmi magánjog – európai kitekintéssel (Hungarian Consumer Protection Civil Law with a European Outlook). Ed.: V. Szikora, Hungarian Consumer Protection Association, Debrecen

MISKOLCZI BODNÁR, P. (2011): A fogyasztókkal szembeni tisztességtelen kereskedelmi gyakorlatok ti-

lalma (Prohibition of Unfair Commercial Practices Against Consumers) *Patrocinium*. Budapest, p. 72

MISKOLCZI BODNÁR, P. (2013): A fogyasztókkal szembeni tisztességtelen kereskedelmi gyakorlatok (Prohibition of Unfair Commercial Practices Against Consumers). In: Miskolczi Bodnár, P. – Sándor, I.: A fogyasztóvédelmi jog európai gyökerű magyar szabályozása (Hungarian Regulation of Consumer Protection Law with European Roots), I. and II., *Patrocinium*, Budapest

TÓTH, T. (2007): A fogyasztók megtévesztése (The Deception of Consumers). *Céggazdaság (Company Management)*. February, pp 55–59

VÖRÖS, I. (ed.) (2007): Tisztességtelen verseny – fogyasztóvédelem (Unfair Competition – Consumer Protection). Hungarian Academy of Sciences Institute for Legal Studies, Budapest

DR. VARGA, N. (2010): Fogyasztói hiteljog (Consumer Credit Law), pp 191–216 In: Magyar fogyasztóvédelmi magánjog – európai kitekintéssel (Hungarian Consumer Protection Civil Law with a European Outlook). Ed.: V. Szikora, Hungarian Consumer Protection Association, Debrecen

ZAVODNYIK, J. (2013): Nagykommentár a tisztességtelen kereskedelmi gyakorlatról szóló törvényhez (Extensive Commentary on the Act on Unfair Commercial Practices). *Wolters Kluwer Kft.* Budapest