

## CONSUMER PROTECTION: ON THE EXAMPLE OF UZBEKISTAN AND THE EUROPEAN UNION

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**Abstract:** *Consumer protection is a very wide-ranging issue and needs to be given appropriate attention. It plays an important role in ensuring the proper functioning of free-market economies. A properly informed consumer, who takes rational decisions about the goods and services offered to him and equipped with appropriate procedures to enable him to assert his rights, protected by state institutions, is one of the pillars of a free and competitive market.*

*The aim of this article is to present the key regulations falling within the scope of consumer protection in Uzbekistan and the European Union. The paper identifies the legal regulations aimed at protecting fundamental consumer rights, the way in which those rights are regulated, objectives and purpose of such arrangements.*

*Part one presents consumer protection in the legal system in Uzbekistan, taking into account legal changes and reforms aimed at broadening the scope of this protection. The second part presents how consumer protection is achieved in the European Union and the areas that have been identified as fundamental to achieving full and effective protection. The article ends with conclusions summarising the analyses carried out.*

**Key words:** *Consumer protection, human rights, public policy, legislation, legal system, guarantees, distance contracts.*

### **Abbreviation**

**ADR**- Alternative Dispute Resolution;

**EUR**- ISO 4217 code of the official currency of the European Union EURO;

**LLC**- Limited liability company.

### Method.

Primary Research methodology is comparative method of analysis. The specific procedures and techniques used to identify, select, process, and analyze data about this consumers protection rights topic. Additionally, in research paper several practical evidences were provided, in order to allow the reader to critically evaluate a study's overall validity and reliability.

### Introduction.

Since then it has provided a basis for policy development by various supranational organisations including the European Union, the OECD and the United Nations (Harland 1987). Within frameworks for ethical and moral theories the idea of rights is clearly linked to other notions, in particular justice and duty (Rawls 1971), however, these concepts have not been considered in the context of consumer rights. Indeed, apart from a limited number of studies that have considered justice in the context of complaint behaviour and service recovery (e.g. Blodgett et al. 1997) and macromarketing (e.g. Laczniak and Murphy 2008), little real attention has been paid by business academics to concepts of justice in the marketplace. What research has been conducted, often comes from legal studies and political science. This is in stark contrast to organisational studies where there is an extensive body of literature that uses ideas on justice to examine exchanges and relationships within the firm (e.g. Colquitt et al. 2005; Greenberg 1987). Currently, the scope of law which should be considered is getting involved with immense amount of protective legal norms and documents. One of the vital aspect from these protective legislations is consumer rights protection. In accordance with United Nations international legal declarations the human rights must stand at the first stage over the other rights of human. In this article, the preliminary ruling in Uzbekistan and European Union is analysed in the context of how the content and enforcement of new consumer citizenship rights are evolving in liberalised network sectors. Consumer protection is not relatively young field of public policy. It has developed with the “ascendancy” of the activist state, and has undergone substantial changes on its decline. Consumer protection today, however, belongs to a set of well-established policies and has even reached the constitutional level.

### Consumer Protection in Uzbekistan

Protection of consumer rights, protection of personal rights and freedoms of the individual, restoration of violated rights and, in this way, development of a sense of trust in the legislation and inviolability of citizens is an important legal process in developing countries. In 1985 the General Assembly of the United Nations unanimously adopted a set of eight consumer rights which underpinned their guidelines for consumer protection. The eight principles as defined by Consumers International (2009) are:

1. *Right to Safety;*
2. *Right to be Informed;*
3. *Right to Choose;*
4. *Right to be Heard;*
5. *Right to Satisfaction of Basic Needs;*
6. *Right to Redress;*
7. *Right to Consumer Education;*
8. *Right to Healthy & Sustainable Environment.*

As of today, a number of reforms are being carried out in the field of consumer rights protection in the Republic of Uzbekistan. In particular, the areas of application of consumer rights protection legislation are being further strengthened, competent state bodies are being established, punitive

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measures are being taken against those who committed violations, and, most importantly, consumer cultures are being upgraded. The main goal of these reforms is to ensure the mood of satisfaction, satisfaction from the way of life, and the power of the state in every citizen.

So, how are the rights of the workers of the Republic of Uzbekistan secured today?

According to the law of the Republic of Uzbekistan "On Consumer rights Protection" (adopted on 26 April 1996), consumers of the Republic have the following rights:

- get accurate and complete information about the goods (work, service), as well as about the manufacturer( performer, seller) ;
- free choice of a brand (work, Service) and its appropriate level of quality;
- be safe of goods (work, service);
- material damage caused by the wrongful act (inaction) of the producer (executor, seller), as well as the goods (work, service), which are dangerous defects for Life, Health, and property, the full compensation of moral damage;
- appeal to the court, other competent state bodies, asking for the protection of violated rights or interests protected by law;
- establishment of Public Associations of consumers[1].

For some groups of consumers included in the category of those in need of social protection, with the legislation, preferences and preferences can be established for trade, household services, and other types of services. The fact that these rights are defined within the framework of the law does not mean that they are fully secured. Consumer rights are protected on the basis of a certain legal mechanism. A number of reforms are being implemented in this direction, including the Federation of Consumer Protection Societies of Uzbekistan regularly conducts practical events. In addition, the Consumer Protection Agency under the Antimonopoly Committee was established[2]. The Agency develops and implements a unified state policy in the field of consumer protection and regulation of the advertising market. The Agency is granted such rights as protecting the rights and interests of consumers, applying to the court to take measures against persons who violated it. The agency can also carry out control purchases of goods and services at retail outlets and service points, organize their expertise.

In the direction of working with consumer problems, the agency has carried out the following effective work: over the past period, consumers have contacted the agency with 37,036 complaints about violations of their rights. 52 percent of appeals are for housing and communal services, transport services, 21 percent-for trade and catering, 14 percent -for communications, finance and social services, 13 percent -for advertising relations and other issues. 77% of the considered appeals were satisfied, 20% were provided with appropriate legal assistance, and 3% were sent to the competent authorities. During the consideration of appeals and conducted research, 9.6 million cases were considered, more than 184.9 billion US dollars have been restored and reimbursed. decisions have been made to compensate for damage in the amount of soums (in 2020, 21.4 thousand appeals were received, 4 million consumer rights were restored and investments in the amount of 54.7 billion US dollars were attracted). For 6 months of 2021, 15.6 thousand appeals were received, 5.7 million consumer rights were restored and 130.3 billion soums of losses were revealed).

*As an example, we can cite the aspect on the basis of which consumer rights are protected. The consumer Protection Agency under the Antimonopoly Committee of the Republic of Uzbekistan was contacted by a consumer who was the victim of an unsuccessful operation in September 2021. In the summer of this year, the consumer decided to fix the nose with rhinoplasty, that is, plastic surgery. She turned to the doctor of the clinic of LLC "Beauty" about this. After surgery, a slope formed in the patient's nose. This led to an aesthetic deformity of the face. The patient repeatedly turns to the*

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doctor who performed the plastic surgery with a request to return the money spent on this operation. When appeals do not bring results, she turns to the consumer protection agency. The letter to Beauty LLC was sent by the agency. According to the article 12 of the Law “**On Consumer rights Protection**” defined that: “the consumer’s right to demand that the product (work, service) be safe”. In it, the consumer has the right to indicate that the goods (work, service) purchased by him/her were produced or performed in compliance with sanitary and hygienic, including radiological, anti-epidemic requirements and other applicable norms and rules, and that his/her life, health, he/she has the right to demand that he/she be safe for the environment, and also guarantee that he will not damage his/her property[3]. Damage caused to the life, health or property of the consumer as a result of failure to ensure the safety of goods (work, services) is subject to compensation in accordance with Article 20 of this Law. As a result of the support of the Consumer Protection Agency, this issue was resolved in favor of the consumer, that is, more than 26 million soums were returned to the consumer. Separately, it should be noted that, in accordance with the legislation, damage caused to the life, health or property of the consumer is subject to compensation if it occurred during the service life (useful use) of the goods provided for by regulatory documents, and in the case when such a period is not established- within ten years from the date of manufacture of the goods (performance of works, acceptance of services). The seller (manufacturer, contractor) is released from liability if he proves that the damage was caused by force majeure or violation by the consumer of the established rules of use, storage or transportation.

Also, in another case, a consumer living in the city of Chirchik, Tashkent region, purchased a bedroom set for his newly renovated house for 13,000,000 soums in a store on the market. When delivering furniture to the house, it was found that the furniture has a number of defects, that is, the mechanism did not work, and also lost its aesthetic appearance due to the fact that one side deviated and had cracks. When the consumer contacted the seller about this, “they accused the furniture assembler of carelessly and incorrectly assembling the bedroom set, and denied other defects”. The appeal was reviewed by employees of the territorial division of the Agency for Consumer Protection of the Tashkent region on the spot. Representatives of the store owned by LLC “Verona Lux”, contacted and explained that in this situation the guarantees guaranteed by Article 13 of the Law are violated “On consumer rights protection” Consumer rights. The consumer’s rights were restored within 5 days, and a sum of money in the amount of 13 million soums was returned by this store.

Summing up, we can say that in every situation where the consumer’s rights are violated, it is necessary to protect his rights accordingly and compensate for the damage caused. In addition, if the consumer agrees and the product quality marks can be replaced with others, they should be replaced with others.

### **Consumer protection in the European Union**

It is essential for the proper functioning of the single market in the European Union to establish adequate protection for market participants, with particular emphasis on the consumer, who is the most numerous market operator but is not organised. An effective consumer protection policy guarantees the proper and efficient functioning of the market and is part of a program to prevent economic crises [Law. S., *The Transformation of Consumer Law...*, p. 283]. It aims to protect consumers' rights vis-à-vis traders and to provide enhanced protection to vulnerable consumers. Adequate consumer protection rules can make markets fairer and the quality of competition may improve. It is part of a broader policy of protecting the consumer as the weaker economic party.

The primary objective of the regulation is not to favor the consumer, but to restore a balance in the information held by all market participants or to compensate for the lack of knowledge,

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experience, and information held by the consumer [Rösler H., *Protection of the Weaker Party...*, p. 729]. The EU contributes to the achievement of the consumer protection objectives by measures taken to approximate the provisions of the laws, regulations, and administrative provisions of the Member States of the European Union to complete the creation of the internal market. The purpose of implemented regulations is, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market by approximating certain aspects of the laws, regulations and administrative provisions of the Member States concerning contracts concluded between consumers and traders [Directive 2011/83/EU, Article 1].

Consumer protection focuses on several key areas. When analyzing legal regulations, the following areas of protection can be distinguished:

- provision of information allowing for proper assessment of the contract, mutual obligations of the parties and the manner of its performance, often referred to as protection by information.
- time to think about and rescind the contract without giving reasons and without suffering the consequences, especially if the contract is concluded in a place which is not the usual place for concluding contracts,
- the facilitation of redress by the consumer, the creation of a system of alternative, out-of-court dispute resolution bodies, shifting the burden of proof to the trader.

The provision of appropriate and comprehensible information to consumers is one of the most important safeguards for the protection of consumer rights [Ciacchi A. C., *Freedom of contract...*, p. 7]. The information should be sufficient to enable the average consumer to make an informed decision and to exercise that decision properly [Rutledge S. L., *Consumer Protection and Financial Literacy...*, p. 17]. Lack of information or misinformation is the cause of the so-called asymmetry of information. This leads to adverse selection and moral hazard, which means taking unfair advantage of one's information advantage to the detriment of the consumer.

Information addressed to consumers (including potential consumers) shall not be misleading. This is the case not only if the information is false, but also if it in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, and in either case causes or is likely to cause him to take a transactional decision that he would not have taken otherwise [Directive 2005/29/EC, Article 6].

The information obligation is combined with the prohibition of unsolicited communications (commonly known as spam). Information relating to contracts on the market should therefore only be given with the consent of the consumer, who must have expressed interest in receiving it [Directive 2002/65, Article 10]. The consumer has the right to refuse such consent at any time.

The information provided to the consumer should indicate with whom he is entering into the contract, what the contract is about and what financial consequences it entails for him. Depending on the contract to be concluded, it should also refer to other elements, such as risks related to specific features of the contract, possible other costs (taxes or fees). An entrepreneur should also inform about the right of withdrawal (or the impossibility of withdrawal for some contracts) and the withdrawal procedure. The consumer should also be informed of the possibilities to assert his rights before judicial and extra-judicial authorities. The information provided to the consumer should, on the one hand, set out all the essential factors relevant to the conclusion and performance of the contract and, on the other hand, should not be excessive and should not create additional confusion for the consumer who would not be able to recognise its correct meaning due to its excessive length. It is especially important in the financial market, where agreements are often more complicated than in other markets and consumers are more susceptible to behavioral biases.

The content of the information to be provided by the trader is determined by the various directives. However, the information should in any event be given clearly and legibly, in a language that the consumer understands. In the case of distance contracts, the information may be provided by means of voice telephony communications, but the consumer retains the right to receive the full information in writing [Directive 2002/65/EC, Article 3, Directive 93/13/EEC, Article 1].

The right of withdrawal is particularly important in the case of distance contracts. The way in which these contracts are concluded means that the consumer may enter into the contract impulsively, not based on rational considerations but based on a temporary emotion aroused in him by the seller [Lefevre A., Chapman M., *Behavioural economics and financial consumer protection...*, p. 27]. The legal regulations provide for a right to reflection, i.e. the possibility to withdraw from a contract without incurring costs and giving reasons, in the period immediately following the conclusion of the contract. This period is 14 calendar days but is extended to 30 calendar days for distance contracts concerning life insurance and private pensions. The exercise of the right of withdrawal must not have negative financial consequences for the consumer and the need to pay for the service must relate only to the service already provided. When the right of withdrawal does not apply because the consumer has expressly requested the performance of the contract, the supplier should inform the consumer of this fact. Similarly, the right of withdrawal from a consumer credit agreement is regulated, within 14 calendar days from the conclusion of the agreement or from the day on which the consumer was informed of his right [Directive 2008/48/EC, Article 14].

Legal regulations limit consumer liability in certain cases. In the case of card payments, the consumer may request the cancellation of the payment in case of unauthorised use of the payment card in connection with a distance contract and, in case of such unauthorised use of the card, for the amount paid to be rebooked or refunded. In addition, Directive 2015/2366 limits the liability of the payer (which is also the consumer) to EUR 50 if the damage resulted from the use of a lost or stolen payment instrument or the misappropriation of a payment instrument, and if the loss of the instrument is reported, its liability is waived [Directive 2015/2366 Article 74].

The legal regulations adopted by the European Union restrict the possibility of concluding a contract in the absence of an express will on the part of the consumer. Those regulations prohibit the supply of financial services to a consumer without a prior request on his part, where such supply includes a request for immediate or deferred payment. The consumer is not obliged to provide any service in case of unsolicited supply. They also accept that the consumer's failure to respond may not be treated as implied consent to the conclusion of the contract, except for the so-called tacit renewal of the contract where this is allowed under national law [Directive 2002/65, Article 9].

An important element in completing the internal market and ensuring an adequate level of consumer protection is the establishment of an accessible, quick, inexpensive, and efficient dispute resolution mechanism for disputes, especially those of a minor nature. Common jurisprudence, which in many Member States can be costly, lengthy and formal, is not capable of ensuring either effective legal protection or proper access to justice for individuals as required by the European Union. It does not always allow for the implementation of one of the principles of the European Union, introduced by the European Court of Justice's case law- the right to a valid remedy. The right to a court has a broad scope. It includes all kinds of measures, actions and procedures aimed at achieving substantive rights. This should encourage consumers to seek redress, even for minor issues. That is why many of the directives on consumer services pay close attention to the possibility of out-of-court settlement of consumer disputes (ADR- Alternative Dispute Resolution). This is particularly important for services, the complexity of which often requires in-depth knowledge of the legal provisions- like financial,

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medical services. In addition, some services are provided across borders, which may discourage consumers from asserting their rights because of the different language, legal systems and procedures.

The purpose of establishing ADR is to contribute to the smooth functioning of the internal market by ensuring that consumers can voluntarily submit complaints against the actions of traders to entities that offer independent, impartial, transparent, effective, rapid, and fair alternative dispute resolution. The institution of ADR is comprehensively regulated in Directive 2013/11/EU. The dispute resolution mechanism should be accessible and understandable to the consumer, especially in the case of cross-border services. The individuals responsible for the resolution should have the appropriate knowledge and background, as well as to conduct the proceedings impartially and objectively. Proceedings before ADR, despite their pro-consumer nature, are voluntary and the consumer may opt-out of them and ask for resolution by a common court. The out-of-court procedure to resolve consumer disputes should be characterised by independence, transparency, adversarial, efficiency, legality, freedom and representation.

### Conclusions

Consumer protection is an important factor in ensuring the proper functioning of the market both in Uzbekistan and in the Member States of the European Union. Consumers, as the weaker market players, should be protected using a range of legal instruments. One of the most important obligations of traders is to provide consumers with adequate information to enable them to take a free and rational decision. The right of withdrawal should be provided for where goods or services have defects, as well as where the freedom of decision may have been affected in any way. It is also important to ensure an effective and efficient redress system.

We can see the growing importance of consumer protection both in the legal system of Uzbekistan and in the European Union. This should be welcomed, as it increases the competitiveness of the market and builds mutual trust among its participants. The legislator should constantly monitor the situation of consumers and adjust regulations to current economic conditions, especially with the development of new market sectors based on e-commerce and e-payments.

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