



# The Consumer Protection (Northern Ireland) Order 1987

Part II of The Consumer Protection (Northern Ireland) Order 1987 relates to **product liability**.

Liability means legal responsibility. Under this legislation, the manufacturer or importer of a defective product will be held responsible for any loss or damage caused to the consumer.

## What is a defective product?

A defective product is one that does not reach the standard of safety that you are generally entitled to expect.

When deciding whether a product is defective, a court will take into account all the relevant circumstances including:

- The manner in which the product is marketed;
- Any instructions or warnings that are given with it;
- What might reasonably be expected to be done with it; and
- The time the producer supplied the product (e.g. a product might have been manufactured before stricter safety regulations were introduced).

## Claiming compensation

You can claim compensation if the defective product causes death or personal injury.

You can also claim for loss or damage to personal property costing £275.00 or more. However, you cannot claim for any damage done to the defective product itself.

### Example:

Karen buys a kettle from King Kitchen Supplies. She boils the kettle for a cup of tea and leaves the room to answer a telephone call. When she returns 30 minutes later she discovers that the kettle has not automatically switched itself off and has overheated. This has fused the electrics in the house and the kettle has melted onto the kitchen work top.

She is entitled to claim for compensation to cover the call-out charge for an electrician and for the work done to restore her electricity and can also claim for the cost of a new kitchen work-top and its installation.

However, she cannot claim for the cost of replacing the kettle.

If Karen had suffered say a burn or smoke inhalation, she would be entitled to claim compensation for this. At worst, if she had died, then her next of kin would be able to take action.

### **Proving liability**

In the past, those injured had to prove a manufacturer or importer negligent before they could successfully sue for damages. Now, under the Consumer Protection (Northern Ireland) Order 1987, the consumer, or anyone else injured by the defective goods can sue the supplier, without proof of negligence.

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Part III of the Consumer Protection (Northern Ireland) Order 1987 relates to **Misleading Price Indications.**

In practice, Trading Standards Service, who enforce the legislation on misleading prices now use provisions made under the Consumer Protection from Unfair Trading Regulations, introduced in 2008.

However, students will not receive examination questions on the new regulations until summer 2011 so a brief explanation of the Misleading Price Indications as set out in Part III follows:

When making price comparisons, traders must:

- Compare like with like;
- Make the meaning of the comparison clear;
- Previous higher price and new lower price should be shown;
- Most recent price must be available for 28 consecutive days; and
- Must show intervening prices.

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The legislation also lays down strict conditions on:

- Introductory offers – these must state when the offer ends
- Quoting a future price
- Pre-printed prices e.g. Recommended retail price
- Comparisons with other traders' prices e.g. Tesco comparing against Sainsbury's
- Free offers – the consumer must be aware of any costs involved in claiming or acquiring the 'free' item e.g. the need to tokens
- Actual price – non-optional additional costs such as VAT, other taxes, delivery charges etc.