

## **Information Regulation: A Measure of Consumer Protection**

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### **ABSTRACT**

Consumers have been identified as one of the drivers of economic development in Malaysia. They come from different educational levels, age, geographical area and economic status. All of those discrepancies pose several problems, and the most significant issue is the possible information vulnerability where it affects consumer decision-making. Consequently, when wrong decisions are made, they can incur substantial financial and emotional losses. It is therefore necessary to analyse the most appropriate mechanism for safeguarding Malaysian consumers from any potential knowledge vulnerabilities that could compromise their interests. Accordingly, this paper will scrutinize the theory of information regulation as a mechanism to mitigate consumer disadvantage and fix Malaysian consumers' knowledge vulnerability by analysing the existing academic literature on the theory of information regulation as a specific tool to protect consumers' interests in Malaysia. This specific approach of regulation which requires all the essential information concerning a particular product to be provided by the sellers, traders, producers and manufacturers at the pre-purchase phase is hoped to be the best protection measure for consumers in Malaysia.

*Keywords:* Consumer detriment, consumer protection, e-consumer, information regulation

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### **INTRODUCTION**

Consumers represent the vast economic group and play an important role in the mixed economy system, a system which combines elements of both socialism and free market. This system allows consumers to have choices in a market with a variety of freedoms and interventions by the government. Almost two-thirds of all spending in the mixed economy system

in this world is contributed by consumers. Consumer movements are not well-organised and their views are often not heard though they are an important player in the economy. This is a result of weak bargaining power of consumers.

Consumers come from various ages; aged, adults, youngsters and children. Some of them live in urban areas while the others come from rural areas. They are of different financial and economic character; rich, middle and poor. Consumers' educational background either well-educated, educated and illiterate also may differ from one to another. Consumers that are well-educated, financially secure, living in metropolitan cities and young people will have better access to product knowledge available on the market relative to uneducated, elderly and old consumers (Ghapa, 2019). According to Cartwright (2001), limited access to acquire information at pre-purchase phase and failure to understand information provided by the traders or sellers may detriment consumers' interests from making an informed decision and place the consumers at risk.

In a special message delivered in the Congress on Protecting the Consumer Interest in 1962, President John F. Kennedy stressed out that;

‘[The] rights [of the consumer] include . . . the right to be informed—to be protected against fraudulent, deceitful, or grossly misleading information, . . . and to be given the facts he needs to make an

informed choice.’ (Legrand Jr., 1986; Kotler, 2009).

He emphasized that there were four basic rights that a consumer was entitled to; the right to be heard, the right to safety, the right to be informed with correct and sufficient information and the right to make an informed choice. However, when they have been supplied with insufficient information about a particular product in the market, it will expose them to many risks including unfair trade and fraudulent transaction. Besides, inadequate information acquired by the consumers will impede them from making an efficient decision. Consequently, they may suffer tremendous financial as well as emotional loss. To put it another way, consumers are unlikely to contract in their best interests.

Traditionally, consumers walk from one retail store to another buying goods for their personal or domestic consumption. However, digital age or also known as ‘internet age’ has changed many things in the business to consumer (B2C) transaction including the nature of the business, the mode of transaction, and the behaviour of consumers (Reinartz et al., 2019; Hagberg et al., 2016). Consumers in present days are facing complex and wide-ranging challenges, particularly due to online shopping trend. According to a press release by the National Consumer Complaints Centre (NCCC), the highest number of complaints received by the National Consumer Complaints Centre (NCCC) in 2014 and 2015 were online shopping or

e-commerce. The same thing happened in year 2019 when e-commerce sector recorded the highest number of complaints with a total of 10,615 complaints (Bernama, 2019). Surprisingly, there were 1,731 complaints lodged by the consumers related to online purchases during the Movement Control Order (MCO) period (TheStar, 2020). Most of the complaints were related to failure to provide adequate information on business terms and conditions (National Consumer Complaints Centre, 2017).

Today, it is possible for consumers to do everything in a few clicks using their smart devices. In the current market, the advent of technology and internet results to the mushrooming of e-commerce platforms such as Happyfresh, Fashionvalet, Shopee, and Lazada. As a result, consumers can easily shop goods for their personal or household consumption without leaving their home. Digital consumers spend a tremendous amount of money on online shopping via their gadgets. Data from Statista's Digital Market Outlook survey shows that Malaysians spent more than US\$6 billion online in 2018, with purchases of consumer goods already outweighing spend on travel (Kemp & Moey, 2019). Furthermore, more than 26 million Malaysians use the internet today, and data from GlobalWebIndex\_(2019) shows that 80 percent of users between the ages of 16 and 64 are already shopping online. Even the way that businesses interact with their consumers keeps expanding rapidly, where the mediums of interaction between market players have changed a

lot. Smartphones, computers, laptops and tablets make significant changes in the way consumers interact with retailers. In a report produced by Kemp and Moey (2019), 37 percent of online users made an online purchase via a laptop or desktop computer, whereas the number of Malaysian online users who made online purchase via phone reached almost 62 percent.

Consumer behaviour is also witnessing a phenomenal change as people strive to align their shopping behaviour with emerging technological opportunities. About 91 percent of Malaysian consumers nowadays do a lot of research and reading before making any decision to buy a particular product (Kemp & Moey, 2019). They read product descriptions and ingredients, search the information from the sellers or traders' website, compare prices, and check reviews given by the other consumers before doing online purchase. However, not all consumers exercise their rights to get essential information about a particular product before making their decision to purchase. There are consumers who can access the information of a product but reluctant to read that information. Besides, there are vulnerable consumers (due to age and education) who have limitations in accessing relevant information in relation to a particular product. There are consumers that do not even know their rights as consumers. And even in certain circumstance, there are consumers who are limited by insufficient information from the sellers. In the worst scenario, there are sellers, traders or suppliers who are trying

to hide information about their products from consumers' knowledge. Considering that today's market is very competitive with millions of goods available for consumer use, appropriate and reliable information needs to be delivered to consumers. It is therefore necessary to ensure that a method can be used to track the information given by traders, to prevent the traders from omitting information and to ensure compliance with the provision of information, after all, protects Malaysian consumers' interests.

## MATERIAL AND METHODS

The main objective of this study was to analyse the appropriateness of information regulation as a specific protective measure for consumers in Malaysia. This study used mainly doctrinal research and qualitative analysis. This study wholly involved an analysis on the laws in the *Sales of Goods Act (SOGA) 1957* and the *Consumer Protection Act (CPA) 1999* as well as the discussions in commentaries, newspapers, textbooks, journals, and official documents. This study also explored the approach adopted by UK laws to protect the interests of their consumers. Accordingly, reference is also made to the *Consumer Protection from Unfair Trading Regulations (CPUTR) 2008*, *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (CCR) 2013*, *Consumer Rights Act (CRA) 2015*.

## RESULT AND DISCUSSION

### Legal Definition of Consumers

The term consumer carries various meaning in a different context (Howells & Wilhelmson, 2017). Generally, all human can be considered as consumers (Kennedy, 2017), because human beings are consumers by default and consumption is a fundamental requirement to human survival and endurance (Khan, 2011). Reifa and Hornle (2009) claimed there was no standard and consistent definition of a consumer. They said further that consumers could differ from individuals, groups of people, organisation or institutions that purchase goods or services for a personal and domestic purpose and could consume them for dual purposes. As a result, we can see that there are many regulations in different countries which have similar interpretation of consumer despite the nature of the consumer being very distinctive.

There is no specific interpretation for the term consumer from the Shariah perspective. According to Khan (2004), this is because, compared with the Shari'ah law adopted more than a thousand years ago, this concept is considered very new (Khan, 2004). Nevertheless, from a thorough analysis of the primary sources of Shariah law (Quran, Hadith, Ijma' and Qiyas) and works of the Muslim jurists, it is found that the general principles and rules for the protection of consumers have been described in detail by the Muslim jurists in various topics of fiqh such as liability (damān), contracts ('Uqūd), fraud (Tadlīs),

uncertainty (Gharar), hoarding (iḥtikār), the law of options (Khiyārat), and ombudsman (Hisbah) explaining consumer's safety from adulteration, deception, concealment of defect etc (Khan, 2011). However, there is no specific attention given by the Muslims jurists to interpret the term consumer.

In the United Kingdom (UK), consumer definitions differ according to the legislation in question (Alhusban, 2014). For example, the *Consumer Protection from Unfair Trading Regulations (CPUTR) 2008* adopts a narrow definition of consumer and defines consumer differently from the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (CCR) 2013* and other consumer protection legal frameworks (e.g. The Package Travel Regulation). By virtue of Article 2 of CPUTR 2008, any individual who in relation to a commercial practise is acting for purposes which are outside his business is considered as a consumer. Whilst, the CCR 2013 defines a consumer as an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. Similar to the *Consumer Rights Act (CRA) 2015*, which interprets a consumer as a natural person and who acts outside trade, business, craft or profession (sec 2, *Consumer Rights Act 2015*). It is clearly illustrating that the term 'consumer' carries different meaning from the eyes of CPUTR 2008 and CRA 2015. The terms 'wholly or mainly' (which do not exist in previous legislation, nor the EU Consumer Rights Directive 2011) expand consumer protection to include contracts

where individuals receive products or services for business and personal use (so long as personal use predominates) (Manko, 2018).

The *Consumer Protection Act (CPA) 1999* is the principal law which regulates consumer protection in Malaysia. It defines a consumer as a person who 'acquires or uses goods or services of a kind ordinarily acquired for personal, domestic or household purposes, use or consumption; and does not acquire or use the goods or services, or hold himself out as acquiring or using the goods or services, primarily for the purpose of resupplying them in trade; consuming them in the course of a manufacturing process; or in the case of goods, repairing or treating, in trade, other goods or fixtures on land (sec 3(1), *Consumer Protection Act 1999*).

### **Consumer Detriment from Misinformed/Uninformed Choice**

The academic scholars claim that until now there has been no universally accepted definition of 'consumer detriment'. The Office of Fair Trading (OFT) has commissioned several researches on consumer detriment and in several events, it tried to define the term of consumer. It was found that the early OFT concepts tended to concentrate on the loss of consumer welfare due to information asymmetric problems. A paper published in London Economics in 1997, for example said that;

'consumer detriment can be identified as the loss to consumers from making misinformed or uninformed choices. ...

however, ... not every case of choice made with less than the maximum information potentially available constitutes a detrimental choice' (Office of Fair Trading, 1997).

The above statement describes that misinformed or uninformed choices is part and parcel of consumer detriment. However, in the Final Report for DG SANCO, the Europe Economics (2007) suggests that consumer detriment should be divided into two main categories; (i) personal detriment and (ii) structural detriment. The Consumer Strategy Group (CSG) Ireland describes the downside to consumer detriment as:

'The loss or damage experienced by customers when purchasing goods or services that do not meet their requirements are faulty, over-priced or sub-optimal in some way' (Thorun, 2016).

The above definition is closely related to the personal detriment. According to Thorun (2016), personal detriment is particularly focuses on ex-post outcomes for those consumers who have a bad experience after consuming a particular product.

In a simple word, consumer detriment can be understood as the loss suffered by a consumer as a direct result of purchasing goods or services not meeting the required requirements. Every year, about millions of consumers suffer from many form of consumer detriment (Office of Fair Trading, 1997) such as when the consumers buy the product or service at overprice or when the consumers buy a particular product which

does not meet the optimum expectation and preferences. The detriment of consumer may happen in a 'dense market' with complex products. Moreover, consumer detriment may also happen when the consumers purchase a product or service at poor quality especially when it involves durables and other experience goods.

The cause of the detriment and its consequences may differ from one case to another (Ghapa, 2019). Sometimes it can be sellers who withhold important information, present evidence to manipulate weaknesses in the way consumers interpret information and analyse it, or deliberately deceive consumers. Consumer detriment may lead to economic loss, work loss and/or leisure time, stress and other psychological distress and even injury or death caused by hazardous product use. The circumstances discussed above demand for a specific measure to protect the consumers' rights for getting essential information from the traders and sellers before making any decision. Essential information relating to a particular product or service received by the consumers before a purchase is vital for them in protecting their interests. In addition, consumers need to know whom they are dealing with particularly when they are purchase goods using online platform or when they have no experience with a new trader. Moreover, they need to know about the contract terms and conditions under which the service is provided. This is vital because consumers need to know about their rights, obligations as well as remedies available in the case where the

sellers or traders breach the terms agreed between them.

In order to safeguard the rights and interests of vulnerable consumers in the current market, it is significant to produce well-informed consumers. Conceptually, well-informed consumers are referred to consumers who have more confidence when making decision to purchase (Office of Fair Trading, 1997) and capable of making sensible decisions. Being an informed consumer is advantageous to the economy, market and consumers (Carrigan & Attalla, 2001; Department for Business Innovation and Skills, 2011). For example, when the consumers acquired a set of adequate and accurate information about a particular product, they will able to make informed decision or choice with full understanding on what the reasonably expected consequences may happen. In other words, an informed decision can be said to have been made based upon a clear understanding of the facts, implications, and future consequences of an action.

### **Information Regulation: A Measure to Minimize Consumer Detriment**

Imperfect information in the market may prevent efficient outcomes. There are several ways that could be used to solve this problem. Self-regulation is one of the approaches that we can employ to protect the consumers from inadequate or lack of information. However, this measure does not promise an efficient outcome because the implementation of that regulation is solely in the hand of industry. Thus, an appropriate

and meaningful mechanism is therefore significance for an efficient outcome.

In current digital society, there are continuing demands for more government action to protect consumers. Regulation is amongst the most common mechanism employed by the government including UK, Australia and Malaysia to protect consumers' interests. Literally, regulation is characterized as a collection of rules developed by the government to regulate the social behaviour accompanied by procedures for monitoring compliance and power for enforcement. Information regulation can be the most appropriate measure to fill any gap of information or correct market imperfection due to information failure (Rahman et al., 2017). Besides, it could protect consumers from economic loss as well as emotional distress. Each and every regulation imposed by the government has its own objective, role and function. Depending on the objectives that have been set up by the government, information regulation can take place in many forms. Traditionally, information could be made available to the consumers through several techniques including scoring system, consumer education efforts and information disclosure (Ramsay, 2012). Depending on the circumstances, each of these solutions may provide consumers with the most effective remedy. This study paid special attention to the regulation through the provision of information as the best approach for protecting consumer interests in Malaysia.

There are several valid explanations why information provision should be implemented as a basic mechanism to protect the rights and welfare of consumers. One is that consumers are not properly aware about the design, quality and ingredient of the goods on the market. Xavier (2008) claimed that regulation by information provision was perceived as a means of increasing the amount of information obtained by the less educated consumers to a greater degree than by those consumers who were already able to access, understand and process the requisite information. When the amount of information provided to the consumers allows them to make an informed decision, undoubtedly it will help them to protect their interests. However, it should be noted that providing information in large amount or also known as information overload may place consumers in confusion. Therefore, it is significance for the sellers and traders to provide the essential information within a reasonable capacity. The question is how to measure the amount of information that should be supplied to the consumers? Is there any specific measure or tool that can be used to measure the information to be made available to consumers? There is no specific measure that has been designed by the professionals or academic scholars on how to measure the information that should be provided by the sellers to the consumers so far. Therefore, sellers and traders should play their part in ensuring that consumers are given a reasonable amount of essential information at all stages of the contract.

Academicians argue that regulation by information provision may mitigate consumer disadvantage and protect consumers against any harm. According to Breyer (1982) and Sustain (1999), information provision is prevalent at present and it can be recognised as another type of regulation that could be employed to protect the consumers. Regulation by information provision needs more than just a collection of facts as it anticipates the facts should be interpreted in a way that the audience to whom they are addressed will understand (Lanam, 2007). It goes further to specify all the essential information that must be provided to the consumers in a document. Regulation by information provision also has been known as an alternative regime (Sustain, 1999; Breyer, 1982) because it does not regulate manufacturing processes, output, price, allocation of products, or otherwise restrict the influence of individual market choices by banning products or establishing product standard as directly as traditional regulatory forms do. What it does regulate the content, communication and dissemination of information through a less rigid approach which leave consumers free to make their own choice (Beales et al., 1981).

According to Howells (2005), regulating the information that traders and sellers should provide could be the most appropriate safeguard for consumers in UK. UK government imposed many specific law requires the sellers, traders and manufacturers to provide the necessary information to the



consumers at all contract phases including pre-purchase, pre-contractual, during contract and post-contractual. If sellers or traders offer valuable information on products and services to buyers, it can help customers protect their interests by selecting the goods or services that are closest to their preferences. Consequently, consumer detriment may be diminished by ensuring goods and services are more likely to be in line with realistic consumer expectations based on reliable information. Howell also claimed that information indeed was essential for consumers and without any doubt, regulation of information provision was one of the key instruments use to strengthen consumer security standards.

The question is when is the most appropriate time to provide information to the consumers? Information provision is vital at all phases of a contract either at pre-purchase, pre-contractual, during contract or post-contractual. However, it is incredibly important to safeguard consumers' interests from any detriment due to misinformed or uninformed choice at the earliest stage, particularly at the pre- pre-purchase decision because consumers may not be able to get out of it once they purchase the product. By regulating the essential information of a particular product to be provided to consumers at the earliest phase particularly at pre-purchase stage, the law serves to fill the existing loophole, allowing the consumers to make well informed decision and to know the remedies available when the products are not in a good condition

as expected. So it is not shocking that the introduction of pre-purchase information duties was a highly common consumer protection device.

### **Essential Information to be Provided to the Consumers**

Pre-purchase information is a deciding factor for consumers when making their decisions and affects both the preferences of consumers and their trust in the goods and services available on the market (EUROPA, 2017). Consumers need at least three types of product or service information before they make a buying decision; price, quality and terms of purchase (Scott & Black, 2000). Information on the price of a particular product will allow consumers to make a comparison between products available in the market. Recently, we can see a lot of online sellers and traders promote their products using online platform without placing clearly the price. It may lead to consumer detriment when the consumers buy the overpricing products available in the market. Besides, the consumers will suffer economic as well emotional loss when consumers received a product purchased by them in a bad quality due to insufficient knowledge possessed by them at the pre-purchase decision making stage. As claimed by Beales et al. (1980), consumers cannot make rational, efficient and informed decisions when they have inadequate knowledge about the price, cost, quality or availability of the products.

### **Obligation to Provide Information vs. Duty to Disclose Information**

When we are engaging with regulation of information provision, two responsibilities must be distinguished; the duty to provide information and the duty to disclose information. It has been noted by Sefton-Green (2005) that here a person had a duty to inform, the emphasis was on accountability with the contracting partners of that entity, while the duty to disclose appeared to imply that the entity under that obligation had anything to conceal that this obligation compelled him to reveal. Whilst the segregating line between the duties may be a fine one, it is an important distinction to be highlighted and one that should not be ignored. However, it is often a blurred distinction and one may see reference to a 'pre-contractual duty to disclose information' when the main focus is simply on transparency rather than enforced disclosure. It should also not be overestimated, as even a simple obligation to provide information can cause a person to reveal something he would have preferred to keep to himself and thereby become a duty to disclose it.

An obligation to provide information seems similar to the duty to enhance transparency by providing certain information to the other party and builds on a different set of purposes. Although this obligation also has a relation to the purpose of protecting real consent, the focus here is more generally on equipping the other party for rational market behaviour. Because information obligations are usually used in

a protective way, they are often structured in detail, and the underlying aim of these rules is often to contribute to the substantive fairness of the information. In addition, they may strive to uphold informational clarity.

### **Consumer Protection Act (CPA) 1999 and Information Provision at the Pre-Contractual Stage**

The *Consumer Protection Act (CPA) 1999* is the primary legislation passed by the Malaysian government to provide better protection for the Malaysian consumers. According to Consumer Association of Penang (2017), the rights provided under CPA 1999 will prevail over the term of any agreement agreed by the consumers. This statute applies to both goods and services. The laws which regulate the goods sector seems more advanced compared to services sector. Section 3 of *Consumer Protection Act 1999* defines goods as goods including fixture, animals (including fish), vehicles and vessels, utilities and trees which are primarily purchased, used or consumed for personal, domestic or household purposes. However, that definition subject to certain limitation where the negotiable instruments, shares, debentures and money are not within it. The CPA 1999 generally covers six major consumer protection areas; the contract of sale goods and services, the supply of goods and services, the quality of goods and services, the safety of goods and services, the price and the remedies.

Part II of CPA 1999 and Section 8(a) of CPA 1999 give consumers some protection against misleading or deceptive conduct,

false misrepresentation and unreasonable claims. Where a retailer, distributor or producer is found guilty of any offense authorized under Part II of CPA 1999, the retailer shall be liable for a fine not exceeding two hundred and fifty thousand ringgit (MYR250,000) and a fine not exceeding five hundred thousand ringgit (MYR500,000) for a second or subsequent offense (sec 25 of the *Consumer Protection Act 1999*). Misleading or deceptive conduct may happen when the sellers or traders try to hide the important information related to their products from the consumers' knowledge. Nevertheless, there is no single clause requiring consumers to be provided with a piece of information by the dealers, distributors, suppliers or manufacturers. The CPA 1999 excludes some matters crucial to consumers including requirement to provide necessary information to the consumers at all stages of contract. This gap will prevent the consumers from being comprehensively protected by the CPA 1999.

As discussed earlier, adequate and accurate information is vital to be provided to the consumers at all stages; advertising stage, pre-purchase decision making, pre-contractual stage, during contract as well as post-contractual stage. However, it is found that there is no single provision in the CPA 1999 which regulate the information that should be supplied by the sellers or traders to the consumers. This is a clear gap in the existing CPA 1999 which prevent consumers from being comprehensively protected. Compared to the approach adopted by the UK, they allow the traders to include

all relevant information, including the existence of the products (either goods or services), the ingredients of the product, the address and identity of the sellers, the price of the products and the payment method, etc. Providing essential information of the products available in the market could be amongst the best initiatives for assisting the consumers in making reliable and relevant purchasing decisions and becoming an informed consumer as targeted by the National Consumer Policy (NCP) 2002 and Consumer Master Plan (CMP) 2003-2013.

There is proof to say in certain circumstances, sellers, traders and manufacturers are in more dominant possession of information about their products and services (Rahman et al., 2016). As a step to prevent the sellers, traders and manufacturers from hiding any necessary information from the consumers' knowledge, the law should regulate the sellers, traders and manufacturers to provide essential information in clear, legible, understandable, and in appropriate form to the consumers. Amongst the necessary information that should be provided by the traders to the consumers at the pre-purchase phase includes characteristics of the goods or services, ingredients and substance of the goods, trading address, price of the products, complaint-handling policy and cancellation right. All of the information disclosed during the pre-purchase decision-making or pre-contractual stage and agreed between both parties will form as part of terms of the contract and binding upon both parties.

### **Sale of Goods Act (SOGA) 1957: Protection on Information Provision**

The Malaysian Sale of Goods Act (SOGA) 1957 is one of the primary legislations that was enacted to provide protection to all buyers in Malaysia. This Act is modelled from the Indian Sale of Goods Act 1930 which has its origin in the English Sale of Goods Act 1893. The SOGA 1957 applies to all contracts for the sale of goods as defined in section 4 of the Act. Under this Act, a contract of sale of goods is defined as a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a price. Four essential elements including seller, buyer, price and goods must exist to constitute a contract as a legally binding contract under SOGA 1957 and Contract Act 1950. Compared to CPA 1999, this Act is applicable to all buyers and does not restricted to consumers only. Therefore, the scope of SOGA 1957 is wider compared to CPA 1999.

The doctrine of *caveat emptor* was being adopted in SOGA 1957 to put the responsibility towards the buyer when making a contract with regard to quality and fitness of the goods (Rahman, 2018). In other words, buyer needs to have full knowledge about a particular product. There is no further provision which require the seller to provide all essential information related to the goods sold by them. This gap will place a buyer at risk due to the reason that not all buyers have adequate knowledge or information about a particular product. The doctrine of *caveat emptor* is

no longer relevant to be practiced in this digital age as the current market is very challenging and competitive. The sellers are at dominant position compared to the buyers which allow them to acquire as much as information about a particular product but may place buyers in information gaps (Yusoff et al., 2011). Alias and Abdul Ghadas (2012) highlighted that lack or absence of information would make the incorrect choice position and would interfere with an individual's utility function, which means that the utility maximization would not be efficient. A serious lack of information not only could lead to irrational choices, but also had an impact on the ability of transactions. Therefore, it is vital for essential information of a product to be provided to all parties of the transaction at the earliest stage of a contract.

### **CONCLUSION**

The earlier discussion revealed that the primary legislation providing protection for consumers in Malaysia, especially the CPA 1999, did not fully protect the interests of consumers. For last 15 years CPA 1999 has been applied; and in spite of having made several amendments, the crux of the legislation did not change much. Consumers need additional protection, particularly when challenges play a key role in this era of globalization in the marketplace. Several loopholes are found in CPA 1999, which excludes a number of issues that are crucial to consumers, including information that should be made available to consumers.

It is unsuccessful and inadequate to match to the current demand of protection by the consumers.

It is noted that the regulation by information provision is undoubtedly one of the main instruments available for enhancing consumer protection. Rationally, the knowledge deficit in Malaysia, i.e. lack of information is the key problem concerning the contract for the selling of goods. This issue averts consumers from making a proficient and informed decision. Some academicians such as Howells contend that the acquisition of information is the most important way of protecting consumers. Government needs to reveal relevant information about products and services on a regular basis at all levels, primarily for the purpose of instilling confidence in consumers to shop around, as well as enabling them to make choices for their maximum benefit.

Thus, this study strongly believes that 'information regulation' could overcome the aforementioned struggle and be the best consumer protection tool, especially for e-commerce consumers. In other words, the information regulation should act as a bridge to fill the holes in current laws, regulations and approaches. Therefore, it is necessary to legalize the information which should be given to consumers by sellers, traders and manufacturers in order to ensure that the interests will be secured at the first level, i.e. before concluding any sales contract with sellers and traders. The provision of clear and available information on a specific product is required to ensure the purchase

process is more intuitive, open, consistent and efficient. To prevent consumers from being the victim of exploitation or fraudulent actions by sellers and traders, buyers must be aware of the quality of the product before making any purchase. Of that purpose, the most resourceful way to protect customers may be the provision of information. Apart from that, practising support self-reliance will certainly be in par of working comprehensively with the relevant State legislative instruments. Hence, the consumers will be benefited from this movement.

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