ENFORCEMENT (DIGITAL MARKETS, COMPETITION AND CONSUMERS ACT 2024) (SUPPLEMENTARY AMENDMENTS) INSTRUMENT 2026

Powers exercised

A. The Financial Conduct Authority ("the FCA") makes this instrument in the exercise of the following powers and related provisions in the Financial Services and Markets Act 2000 ("the Act"):

(1) section 137A (The FCA's general rules);
(2) section 137T (General supplementary powers); and
(3) section 139A (Power of the FCA to give guidance).

B. The rule-making provisions listed above are specified for the purposes of section 138G(2) (Rule-making instruments) of the Act.

Commencement

C. This instrument comes into force on 30 July 2026.

Amendments to the Handbook

D. The modules of the FCA's Handbook of rules and guidance listed in column (1) below are amended in accordance with the Annexes to this instrument listed in column (2).

(1)	(2)
Glossary of definitions	Annex A
Insurance: Conduct of Business sourcebook (ICOBS)	Annex B
Consumer Credit sourcebook (CONC)	Annex C

Amendments to material outside the Handbook

E. The Unfair Contract Terms and Consumer Notices Regulatory Guide (UNFCOG) is amended in accordance with Annex D to this instrument.

Notes

F. In the Annexes to this instrument, the notes (indicated by "**Note**:") are included for the convenience of the reader but do not form part of the legislative text.

Citation

G. This instrument may be cited as the Enforcement (Digital Markets, Competition and Consumers Act 2024) (Supplementary Amendments) Instrument 2026.

By order of the Board
30 July 2026

Annex A

Amendments to the Glossary of definitions

Insert the following new definition in the appropriate alphabetical position. The text is not underlined.

DMCCA	the Digital Markets, Competition and Consumers Act 2024.

Annex B

Amendments to the Insurance: Conduct of Business sourcebook (ICOBS)

In this Annex, underlining indicates new text and striking through indicates deleted text.

2 General matters

…

2.2 Communications to clients and financial promotions

…

Pricing claims: guidance on the clear, fair and not misleading rule

2.2.4 G …

(2) Such a *financial promotion* should:

…

(c) comply with other relevant legislative requirements, including the ~~Consumer Protection from Unfair Trading Regulations 2008~~ <u>*DMCCA*</u> and the Business Protection from Misleading Marketing Regulations 2008.

…

Annex C

Amendments to the Consumer Credit sourcebook (CONC)

In this Annex, underlining indicates new text and striking through indicates deleted text.

2 Conduct of business standards: general

…

2.2 General principles for credit-related regulated activities

…

Effect on other rules and legislation

2.2.5 R Any specific rule or piece of guidance in *CONC* is without prejudice to the application of *PRIN*, any other *rules* in the ~~*Handbooks*~~ *Handbook*, the *CCA* and secondary legislation made and things done under it, the ~~Consumer Protection from Unfair Trading Regulations 2008~~ *DMCCA*, the Consumer Rights Act 2015~~, Part 8 of the Enterprise Act 2002~~ and any other applicable consumer protection legislation.

…

4 Pre-contractual requirements

…

4.2 Pre-contract disclosure and adequate explanations

…

Other disclosure requirements

4.2.3 G …

(3) Other relevant disclosure requirements are found in *CONC* 2.7 (distance marketing) and *CONC* 2.8 (electronic commerce), the Financial Services (Distance Marketing) Regulations 2004 (SI 2004/2095), the Electronic Commerce (EC Directive) Regulations 2002 (SI 2002/2013) ~~and~~, the ~~Consumer Protection from Unfair Trading Regulations 2008 (SI 2008/ 1277)~~ *DMCCA* and the Cancellation of Contracts made in the Consumer's home etc Regulations 2008 (SI 2008/1816).

…

8 Debt advice

…

8.9 Lead generators: including firm responsibility in dealing with lead generators

…

8.9.2 R A *firm* must take reasonable steps before entering into an agreement to accept sales leads from a *lead generator* for *debt counselling* or *debt adjusting* or *providing credit information services* to ensure:

(1) that any of the *lead generator's* advice, any content of its website and advertising and any of its commercial practices comply with applicable legal requirements, including the ~~Consumer Protection from Unfair Trading Regulations 2008~~ *DMCCA*;

…

…

8.9.4 R A *firm* must take reasonable steps, where it has agreed to accept sales leads from a *lead generator* for *debt counselling* or *debt adjusting* or *providing credit information services*, to ensure that the *lead generator*:

…

(4) complies with applicable legal requirements, including the ~~Consumer Protection from Unfair Trading Regulations 2008~~ *DMCCA*, in relation to any of its advice, any content of its website, any of its advertising and any of its commercial practices;

[**Note**: paragraph 3.9a *DMG*]

…

…

Annex D

Amendments to the Unfair Contract Terms and Consumer Notices Regulatory Guide (UNFCOG)

In this Annex, underlining indicates new text and striking through indicates deleted text.

1 The Unfair Contract Terms and Consumer Notices Regulatory Guide

1.1 Application and purpose

…

1.1.2 G We have agreed with the Competition and Markets Authority ("CMA") that the *FCA* will consider the fairness and/or transparency (within the meaning of the *CRA*) of those financial services contracts and consumer notices specified in the Memorandum of Understanding between the CMA and the *FCA* on the use of concurrent powers under consumer protection legislation (http://www.fca.org.uk/fca-cma-consumer-protection-mou).

…

1.2 Introduction

1.2.1 G This Guide explains the *FCA's* formal powers under the *CRA* in relation to unfair and/or insufficiently transparent terms and consumer notices. It does not contain comprehensive *guidance* on the *CRA* itself, and you should refer to the *CRA* for further details.

…

1.3 The CRA

Terms and notices to which the CRA applies

1.3.1 G …

(3) Terms which are transparent and prominent (as defined in section 64 of the *CRA*) cannot be reviewed for fairness within the meaning of the *CRA* to the extent that:

- they specify the main subject matter of the contract; or
- the assessment is of the appropriateness of the price payable under the contract by comparison with the goods, digital content or services supplied under it.

However, we can fully review terms concerning these matters for fairness within the meaning of the *CRA* if they are not sufficiently transparent and prominent.

(4) ~~But, the~~ The exemption regarding the subject matter and contract price ~~exemption in (3) only~~ applies ~~to terms~~ only where the conditions in (3) are satisfied. It does not apply to a term of a contract listed in Part 1 of Schedule 2 to the *CRA*.

When a term or notice is 'unfair' within the meaning of the CRA

1.3.2 G ~~Terms~~ Under section 62(4) of the *CRA*, terms or notices are unfair if, contrary to the requirement of good faith, they cause a significant imbalance in the parties' rights and obligations to the detriment of the *consumer*.

The main powers of the courts, regulators and unfair contract terms enforcers under the CRA

…

1.3.4 G (1) Unless the case is urgent, we will generally first write to a firm to express our concern about the potential unfairness of a term or terms (within the meaning of the *CRA*) and will invite the firm to comment on those concerns. If we still believe that the term is unfair and/or is insufficiently transparent, we will normally ask the firm to stop using or proposing or recommending the use of that term in a consumer contract. If the firm continues to rely on that term or declines to give an undertaking, or gives an undertaking but fails to follow it, the *FCA* will consider the need to apply to the courts for an injunction under paragraph 3 of Schedule 3.

(2) In deciding whether to ask a firm to undertake to stop using or proposing or recommending the use of a term in a consumer contract, we will consider the full circumstances of each case. Several factors may be relevant for this purpose and the following list is not exhaustive, but will give some indication of the sorts of things we consider:

(a) whether we are satisfied that the contract term may properly be regarded as unfair and/or insufficiently transparent within the meaning of the *CRA*;

…

(c) whether the firm has fully cooperated with the *FCA* in resolving our concerns about the fairness and/or transparency of the particular contract term.

1.3.4A G (1) In relation to a consumer notice, where we are concerned about the potential unfairness and/or lack of transparency of the notice, we will generally contact a firm to ask the firm to amend or withdraw the notice.

…

…

1.4 The CRA: the FCA's role and policy

1.4.1 G The *FCA* may consider the fairness and/or transparency of a term or notice within the meaning of the *CRA* following a complaint from a *consumer* or other person or on its own initiative if the term or notice is within its scope.

…

1.4.4 G If, following either a complaint or an own-initiative review, we consider that a term or notice is unfair and/or insufficiently transparent, we may challenge firms about their use of that term or notice.

Interaction with the FCA's powers under the Act

1.4.5 G …

(2) In some cases, it might be appropriate for us to use other powers to deal with issues identified under the *CRA*. The powers available to the *FCA* under the *Act* may vary depending on the *regulated activities* which the firm carries out. For example, the use of an unfair term might involve a breach of a *Principle* or a *rule* in *BCOBS*, *COBS*, *CONC*, *MCOB* or *ICOBS* and the use of an unfair notice might involve a breach of the *financial promotions rules*. If ~~so~~ the same level of consumer protection can be achieved in relation to a contract term we have concerns about, the *FCA* ~~might also~~ may address the issue as a ~~*rule*~~ breach of its *rules*, *Principles* or both, rather than taking action under the *CRA*.

…

…

1.6 Redress

1.6.1 G (1) Under the *CRA*, the *FCA* (as a regulator and an unfair contract terms enforcer) does not have the power to grant redress to *consumers* who have suffered loss because ~~of an unfair~~ a term or notice is unfair and/or insufficiently transparent. *Consumers* may choose to complain to the firm and to seek redress from it. If the firm does not satisfy the *consumer's* complaint, the *consumer* may choose to refer the complaint to the *Financial Ombudsman Service*, if appropriate.

(2) If the use of an unfair and/or insufficiently transparent term also amounts to a *rule* breach, and that breach causes loss to *consumers*, the *FCA* can apply to court for restitution or require restitution. The *FCA* will consider whether to use these powers in accordance with the policy in *ENFG* App 1.8.

(3) …

(4) The *FCA* is a designated public enforcer under Part 3 of the *DMCCA*. This allows us to act, for example through seeking court orders which may include redress, in respect of breaches of consumer protection legislation, including the *CRA*. For further information please see *ENFG* App 2.2.2G.