



# Misrepresentation Act 1967

## 1967 CHAPTER 7

### 2 Damages for misrepresentation.

- (1) Where a person has entered into a contract after a misrepresentation has been made to him by another party thereto and as a result thereof he has suffered loss, then, if the person making the misrepresentation would be liable to damages in respect thereof had the misrepresentation been made fraudulently, that person shall be so liable notwithstanding that the misrepresentation was not made fraudulently, unless he proves that he had reasonable ground to believe and did believe up to the time the contract was made the facts represented were true.
- (2) Where a person has entered into a contract after a misrepresentation has been made to him otherwise than fraudulently, and he would be entitled, by reason of the misrepresentation, to rescind the contract, then, if it is claimed, in any proceedings arising out of the contract, that the contract ought to be or has been rescinded, the court or arbitrator may declare the contract subsisting and award damages in lieu of rescission, if of opinion that it would be equitable to do so, having regard to the nature of the misrepresentation and the loss that would be caused by it if the contract were upheld, as well as to the loss that rescission would cause to the other party.
- (3) Damages may be awarded against a person under subsection (2) of this section whether or not he is liable to damages under subsection (1) thereof, but where he is so liable any award under the said subsection (2) shall be taken into account in assessing his liability under the said subsection (1).
- [<sup>F1</sup>(4) This section does not entitle a person to be paid damages in respect of a misrepresentation if the person has a right to redress under Part 4A of the Consumer Protection from Unfair Trading Regulations 2008 ( [SI 2008/1277](#) ) in respect of the conduct constituting the misrepresentation.
- (5) Subsection (4) does not prevent a debtor from bringing a claim under section 75(1) of the Consumer Credit Act 1974 against a creditor under a debtor-creditor-supplier agreement in a case where, but for subsection (4), the debtor would have a claim against the supplier in respect of a misrepresentation (and, where section 75 of that Act would otherwise apply, it accordingly applies as if the debtor had a claim against the supplier).]

---

**Changes to legislation:** *There are currently no known outstanding effects for the Misrepresentation Act 1967, Section 2. (See end of Document for details)*

---

---

#### **Textual Amendments**

- F1** S. 2(4)(5) inserted (1.10.2014) by [The Consumer Protection \(Amendment\) Regulations 2014 \(S.I. 2014/870\)](#), regs. 1(3), 5

**Changes to legislation:**

There are currently no known outstanding effects for the Misrepresentation Act 1967, Section 2.