

## Roam like at Home

This summer European travellers started benefitting from new mobile roaming rules. In this edition we will be seeing what are the *Roam like at Home* rules. This edition also highlights a report launched by the ECC Net concerning pricing issues when booking holidays online. We will also be discussing a case involving damaged luggage whilst giving some important tips on what to do in case your luggage does not reach its destination or gets damaged along the way



# End of Roaming Fees

June marks the end of roaming fees within the EU. As from the 15<sup>th</sup> June, EU travellers started paying domestic fees for phone calls, messages and mobile internet.

How does this work? *Roam like at home* rules are aimed for travellers around the EU, who travel from their home, which means their country of residence or another country to which the person has stable links. Telecom operators operating within the EU must now include *roam like at home* clauses in contracts offered to consumers living in the given EU country. Customers should then be able to text, call and use mobile data from their mobile devices when in another EU country at the same price they pay at home. Consumers should however be aware that this benefit is not intended for permanent roaming. The operator may be entitled to question the residence or stable link of consumers over any 4 month period who have spent more time abroad than at home.

### Fair usage policy and the use of data

The rules are fairly straightforward when it comes to sending messages and making phone calls. In this case consumers texting or making calls in the visiting country to another EU country while roaming are charged in the same way as when messaging and making phone calls at home.

However, when it comes to data, operators are still allowed some safeguards. Mobile data consumed abroad within the EU will be charged at domestic prices up to a certain limit which depends on the type of contract you have. Some operators may offer unlimited data or cheap mobile data at a given country but not in another. In these cases, operators are allowed to impose a fair usage policy to limit the data usage when roaming. However, depending on the consumer's contract, the operator is still obliged to provide an amount of 'roam like at home' data.

### How will the charges for fair usage be determined?

It has been established that the eligible amount for data would be determined

by the wholesale roaming data price that the consumer's mobile operator has to pay to the foreign operator, that is, the operator that provides the service when roaming. The price cap for this charge has been established at €7.70 per GB.

Therefore, for contracts offering unlimited data or data at a low domestic price, the operator must provide at least twice the volume of the data that can be bought by the value of the consumer's monthly contract at the wholesale roaming data price cap, that is, €7.70. The operator may apply a small surcharge. On the other hand for prepaid contracts, a consumer can roam like at home up to the amount of credit remaining for that month and if a consumer pays less per unit than the wholesale data price cap, the consumer can use a roaming data volume equivalent to the value of the remaining monthly credit at the wholesale roaming data price cap.

[Click here for more information on roaming](#)





## ONLINE HOLIDAY BOOKING

# Is the initial price the final price?

**This is the title of a report launched by the European Consumer Centres Network, as a result of a Joint Project undertaken by the Network which discussed the issue of price increase when booking holidays online.**

The aim behind this project was to raise awareness amongst consumers that a seemingly good deal is not necessarily a real bargain! The report found that price differences between the booking and the final payment exist, and are the most frequent in air travel.

To help consumers, ECC-Net publishes 10 tips to avoid unpleasant surprises when booking holiday on the Internet.

Download the full version of the report from the ECC Malta website, through the following link, together with other information documents with useful information about this topic:

<http://eccnetmalta.gov.mt/publications/reports/other-reports>



### 10 ECC-NET TIPS FOR CONSUMERS ON HOW TO AVOID SURPRISES WHEN BOOKING HOLIDAY ONLINE

- ✓ Prices need to be indicated inclusive of all fees
- ✓ Verify whether extra services are included
- ✓ Take your time when booking online
- ✓ Make sure the «flexible-dates-function» is not pre-set
- ✓ Insurance? Know what you get!
- ✓ Pre-ticked boxes are not allowed in the EU
- ✓ Credit card fees might be added
- ✓ Take print screens of what you are booking
- ✓ Double check
- ✓ Check your e-mail

## Case Study

A Maltese consumer was on a flight to Rome and upon arriving at destination, he found that his luggage was damaged. Whilst at the airport the consumer filed a property irregularity report (PIR) in order to lodge a claim with the airline for compensation for the damaged luggage. Upon filling the

report, the consumer was informed by the airline representative that a new luggage will be sent to the consumer. However, the consumer was later informed that the company entrusted with sending the luggage to the consumer could not ship to Malta.

In the circumstances, the consumer contacted ECC Malta with his complaint. A case was shared with ECC Ireland as the Centre where the trader is based, and following their contact with the trader a solution was reached. The airline apologised to the consumer for the inconvenience suffered and offered to reimburse the price for a new luggage upon presentation of receipts. The consumer thus sent the requested documentation to the airline and the airline reimbursed to the consumer the amount of €114. In such cases, reimbursement would be determined by reference to the value of the damaged luggage less the depreciation for the wear and tear.



## What to do in case of lost, damaged or delayed luggage?

It is important to compile a PIR report at the airport at the baggage claims desk. In case of damaged luggage a complaint in writing must be made within 7 days from the date of receipt of the luggage and the discovery of the damage.

In the case your luggage is delayed, you are entitled to buy any essential items such as toiletries and clothes while waiting for your luggage to be retrieved, it is very important that you retain all receipts of your purchases in order to claim the expenses you have incurred. It is very important

that a complaint is made in writing to the airline from the date the luggage is made to your disposal.

On the other hand, if your checked luggage has not arrived within 21 days after your notice, or the carrier itself has admitted that your luggage was lost, you are entitled to compensation of the value of the luggage. You must put forward your complaint within 7 days after the baggage has been declared lost.

It is always important to keep your boarding passes and the luggage



receipts that you were given at check in and make sure that you have contact details of the luggage department where you can contact until you wait for your luggage.



European Consumer Centre Malta

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