



The second edition of the ECC-Malta Newsletter for 2019 will be focused on the consumers' rights when renting a car whilst abroad. One can find tips about what consumers should be aware of when booking, prior collection, during the rental period and when returning the car back to the rental company. There's also an overview of the new Regulation dealing with Geo-blocking which was implemented recently, whereby ECC-Malta was appointed as the contact point. Furthermore, one can read a success story involving a consumer who purchased flight tickets online.

Tips for CAR RENTALS in an EU Member State

Initial Stage

Whilst looking for the best deal when renting a car, one must keep in mind that online prices display just the basic car rental price, which does not include any extras. Thus, it would be wise to check the terms and conditions of the booking. It would also be ideal to check the customers' reviews of the car rental company, before confirming a booking.

Normally, car hire companies provide the terms and conditions on their website. If the terms and conditions are not available online, then this should raise an alert.



Fuel Policy:

Usually, there are two types of fuel policies:

1. Collect full, return empty policy: which means that if there is any remaining fuel in the car's fuel tank, the consumer would not be reimbursed for it.
2. Collect full, return full policy: this means that the car rental company

will fill the car with a full tank of fuel which must then be returned with the same amount of fuel. If the customer fails to comply with such policy, a fee will be charged by the car rental company.

It would be best if a photo of the fuel gauge is taken before leaving with the car and again before returning it back, as means of proof.





Car Collection

The proposed contract should be carefully read. If the car rental company is able to provide a copy in advance, it would be best to read it before the date of collection. The contract is the document that will back up any problems encountered, therefore any misunderstandings are to be cleared before agreeing. Should the customer agree upon any changes, these are to be done in writing as proof.

Moreover, certain car rental companies also ask consumers to sign a damage list whereby the consumers are giving their consent about the prices to be charged in case of damage. In any case, the traders should not charge more than the excess, thus it is

highly recommended that consumers purchase fully comprehensive insurance, in order to be covered from any mishaps. Consumers may choose to purchase the insurance directly from the trader or from a third party. If the consumer opts for the latter option, damages up to the excess amount are still to be paid to the car rental company. The amount can then be redeemed from private insurances. On the other hand, if the insurances are purchased directly from the trader, no amounts will be liable to be paid. Most companies provide the insurance option through the booking process, therefore there will not be any additional expenses upon the car collection.

An inspection check with a representative of the car rental

company is crucial. Photos should also be taken to be kept as proof of the initial condition of the car, upon return. Should the car have any defects, make sure that the defect is marked correctly on a special diagram. Do not leave the premises until all defects are noted and the document is signed by both parties.

During the rental period

Should a problem be encountered during the rental period, the car rental company should be immediately contacted. A consumer should never try fixing the rented car in the case of a mechanical or body damage, without prior consent from the rental company. If a tyre repair is required, most companies allow having the tyre repaired at a tyre repair centre.

Returning the car

When returning the car back to the car rental company, make sure you inspect the car once again with a representative of the rental company. Its condition should be certified by a representative and photos should once again be taken as proof.

After the car check, it is important that you ascertain that the car rental company cancels the pre-authorization to debit the credit card in case there are no damages. If the representative falsely insists that damage has been made and asks you to pay certain amount of money,



inform him that you will be paying under protest, and make this in writing.

If for any reason there is no representative, make sure to park the

car in the designated area. Take photos as evidence that the vehicle was returned in the same condition found during pick up.

GEO-BLOCKING

Geo-Blocking occurs when the traders operating online, block or restrict consumers' access to an online interface such as websites or apps, for reasons related to consumers' nationality, place of residence or place of establishment. Furthermore, the trader cannot redirect the consumer to another version without the consumer's consent.

Traders cannot discriminate between the consumers:

1. For goods that are either delivered to a Member State address, to which the trader offers delivery or are collected to a location agreed with the consumer;
2. For electronically supplied services such as cloud, data warehousing and website hosting;
3. For services such as hotel accommodation which the consumer receives in the trader's country;
4. For type of payment used, traders are free to decide which means of payment they wish to accept. Once the trader chooses the type of payment than it should be available to all consumers.

What is beyond Geo-blocking?

- Services linked to copyright-protected content or works in an intangible form such as music streaming services and e-books;
- Services such as financial, audio-visual, transport, healthcare and social services;
- Price differentiation will not be prohibited; the traders are free to offer different general conditions, including prices and to target certain groups of customers in specific territories.
- There is no obligation on the trader to offer delivery to all Member States or to set pick up points for their goods in other countries.

In Malta, the competent Authority to ensure that there is adequate and effective enforcement is the Malta Communication Authority (MCA). ECC Malta was designated as the contact point for providing assistance to the consumers, in case of assistance or a dispute with the trader arising from the application of this Regulation.



Success Story

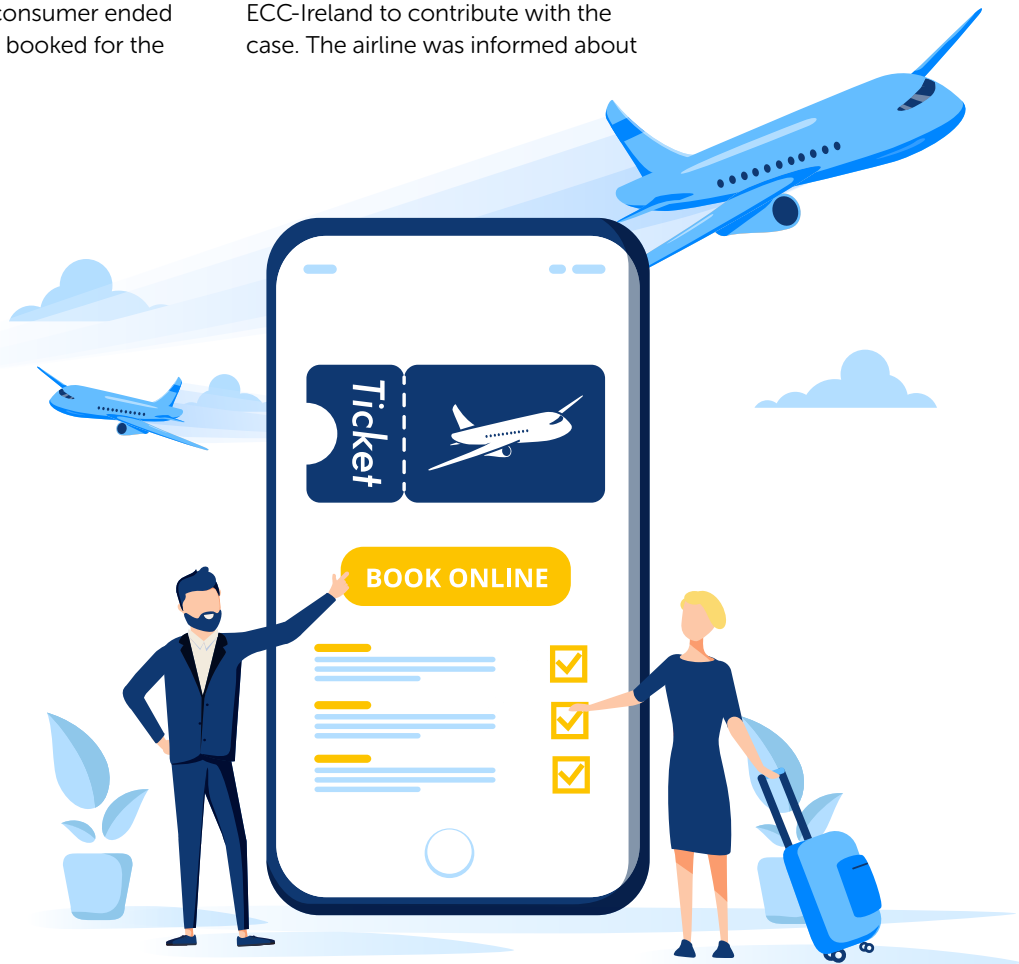
In November, a Maltese consumer tried to book a flight using the airline's website; however, the website stopped working during the booking process. The consumer did not receive an email confirming his booking, as the website kept crashing; the consumer gave up and completed the booking on another day.

The consumer booked the flight, using the same VISA card the following day without any further issues. During his second attempt to book the flights, the consumer changed the dates of the booking. After a few days, the consumer realised that the first flight booking attempt was also completed. This meant that the consumer ended up having two flights booked for the

same destination, on different dates. The consumer asked for assistance to request a cancellation and reimbursement of the amount of the first booking.

Once this complaint was received by ECC-Malta, the Office contacted ECC-Ireland to contribute with the case. The airline was informed about

the consumer's issue and agreed to fully refund the consumer for the first booking. The airline accepted to do so since it verified that at the time, their website was encountering technical problems and the consumer did not receive an email confirming the booking made on his first attempt.



European Consumer Centre Malta

This newsletter is brought to you by the European Consumer Centre Malta

This newsletter is part of the action 785600 – ECC-Net MT FPA which has received funding under a grant for an ECC action from the European Union's Consumer Programme (2014-2020). The content of this publication represents the views of the author only and it is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture and Food Executive Agency or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains. **Disclaimer:** Whilst every effort is made to ensure accuracy, the European Consumer Centre Malta cannot be held responsible for matters arising from any errors or omissions contained in this publication. The information provided is intended as a guide only and not as a legal interpretation.