

## Shopping Online **Safely**

Nowadays, more consumers seem to be making use of online shopping to buy the products they need. Using the internet for your shopping needs is highly convenient, saves your time and offers a much wider range of products and services at affordable and different prices. Consumers might be worried that consumer rights when shopping online are not the same as those when buying on the high street, but in reality, these rights are even stronger.

Whatever you are buying online from European traders, is also covered by the same consumer legislation as if you are buying a product from a particular store. However, not all online traders are reliable and provide a good service as some are unreliable and fraudulent. Therefore, it is wise to take some precautions before you make any purchases.

### **Do your homework!**

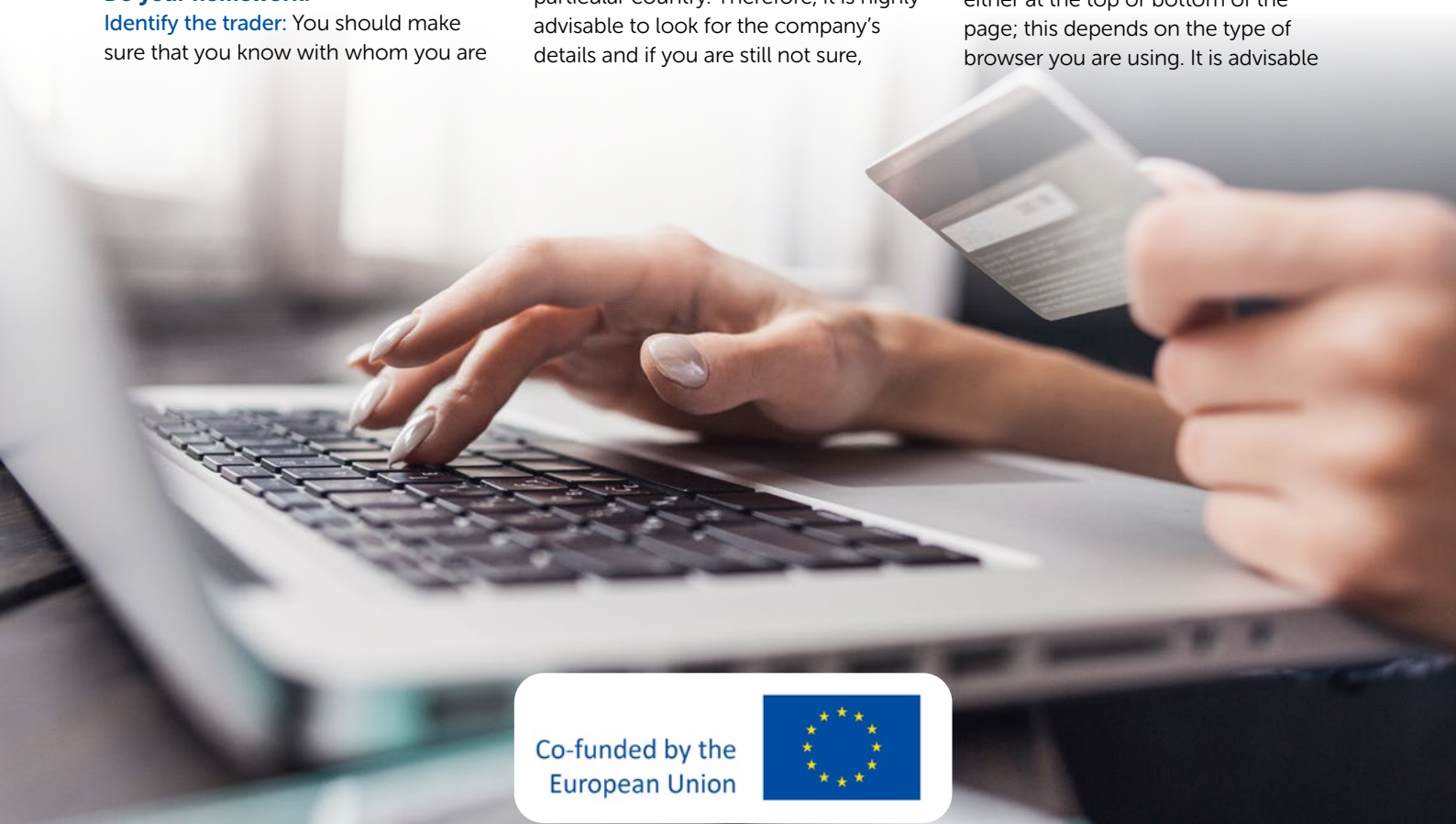
**Identify the trader:** You should make sure that you know with whom you are

dealing. Under European legislation, online stores are legally obliged to disclose data that allows potential consumers to identify them. This shall include details like; the trader's address, contact number and email address. There could be instances where a particular trader includes fake country codes in the address such as .de or .co.uk to give the impression that the company is actually registered in that particular country. Therefore, it is highly advisable to look for the company's details and if you are still not sure,

there are various websites that allow consumers to verify the details of a particular website. Also consumers can search for other customers' reviews in order to benefit from their previous experience with the particular trader.

**Method of Payment:** A reliable trader takes this issue very seriously and will make sure that the company offers the most secure payment options available. There are several methods, but our advice is to choose traders that offer payment options by means of credit or debit cards and by means of an online payment system like Paypal, as these offer some degree of security in case of fraud and non-delivery since the identity of the seller is confirmed.

Ensure that the payment section is secure. Look for a padlock symbol either at the top or bottom of the page; this depends on the type of browser you are using. It is advisable



also to check that the payment page address begins with 'https://'. Click on the padlock to check that the seller is who they say they are and that their certificate is current and registered to the right address.

Never accept to buy from a trader that gets paid through a Postal order and never send cash or use money wiring services. Funds sent this way are untraceable and consumers have no recourse if something goes wrong.

**The Small Print:** Shopping online usually gives you the right to cancel your purchase within a stipulated time. However, in many cases, this right depends on the type of product that is being purchased. In certain instances, such as personalised goods or hotel reservations, the right for cancellation does not apply.

As a consumer, one should be aware of the conditions of the contract. Therefore, make sure that you do read the terms and conditions and that you fully understand the implications of the terms you are agreeing to.

**Right to change your mind:** you have fourteen days to return the object without providing any explanation for your decision. However, there are certain exceptions to this right including products that deteriorate fast; the supply of newspapers, the supply of sealed software which was unsealed; supply of digital content and accommodation amongst others.

### What are my rights in case of non-delivery or faulty products?

If no delivery date is given, the purchase is presumed to be delivered within 30 days. After this period you are entitled to cancel the contract. However, if there was an agreement with the trader for the purchase to be delivered within a specific date, then the consumer would still have the right to cancel the contract. Once the contract is rescinded, the trader is obliged to refund you within 14 days.

If the parcel goes missing, damaged or is stolen, the trader needs to rectify the situation unless you chose the type of postage to be used for the particular purchase.

If the items turn to be faulty or not as advertised, the same legal rights are applied as if the items were bought in person from a store. It is important that the trader is informed within two months from the date of the discovered defect. The trader's first option is that of

repairing or replacing the product within a reasonable time, however, if this is not possible, the trader should offer a refund.

It is very important that purchases are made from a trader and not from a private individual as the consumer legislation only covers transactions between traders and private consumers.

**Bear in mind:** If products are purchased from websites based outside the EU, the European consumer rights will not apply and consumers might be requested to pay unexpected customs and tax bills!



# Black Friday or Cyber Mondays:

## Watch out!

# SALE

It is becoming very popular for people to wait for these two days to grab a bargain. With Christmas approaching, traders will do their utmost to promote their best deals. Commonly Black Friday is associated with retail shopping while Cyber Monday is related to online shopping.

Nowadays, in Malta, there is the trend that instead of leaving all the deals for Black Friday, traders are choosing to spread these deals on all Fridays during the month of November. However, one should not be caught in the hype and assume that everything is really a bargain!

It is advisable that consumers do their homework and **make sure that the bargain advertised is really a genuine bargain.**

Unfortunately, there will still be traders which rely on the consumers' weakness and so do cybercriminals. The intention of this newsletter is to highlight the possible scams that a consumer may encounter while shopping online especially during these days. Even though European legislation protects consumers when purchasing goods and services online, we still receive numerous complaints of consumers who end up victims of online scams.

New scams emerge daily and therefore all consumers should take the necessary precautions to avoid such negative experiences from these cybercriminals. Quite often there are common threads which make it easier to spot fraudulent approaches. The most common forms to look out for include:

- Receiving a random call, letter, e-mail or text;

- Receiving notification of winning a prize, especially when never taking part in any competition;
- Requested to pay a small amount of money before claiming the prize;
- Receive an invitation to confirm the prize immediately by giving bank account, credit card details or other confidential information;
- A bargain that is too good to be true, it usually is!

%

%

# 20%

%

# 40%

# SALE

# 30%

# SALE

%

# 50%

# BEST OFFER BLACK FRIDAY

# Case Studies

## Example 1

Mary received a phone call claiming that she was a lucky winner and that she won a trip to Barcelona. She did not recall having participated in any competition however, she was informed that this was a promotion and her number was the lucky one. Mary accepted the offer and paid for the transfers of two flights. Two weeks before departure, she was informed that the flight was cancelled as it was not full but there will be another tour available. She had problems for the date proposed and asked for the reimbursement of the money paid. The fake trader accepted to reimburse her but she never received any money. Mary ended up losing the money paid.

## Example 2

Joanna saw an advert which promised weight loss or they will refund her the money paid. After using the product for almost three weeks she noticed that she was not losing weight and contacted the trader. The trader accepted to reimburse her for the unopened items, but she had to pay for the return shipment of the unused items as per their terms and conditions. Joanna ended up taking pills with no effect and lost almost €160.

It is important to remember that there is no way to stay totally safe from scams. The more careful you are, and the more tips followed from the ones mentioned above, the more likely you will be able to spot and avoid this fraudulent behaviour from other online traders which offer genuine products and services and include all personal details as required by the European directives.

## Success Story

A Maltese consumer decided to attend a medical conference about epilepsy and neuronal synchronisation. This conference had to be held in the UK. Once there, the consumer realised that the conference was not as it was promised and the organisers failed to follow the given programme. In fact, on the first day, half of the speakers did not show up and on the following day, those who attended were only given lunch as none of the speakers showed up.

The conference was advertised as a two-day conference which constituted of several talks by various speakers. However, this ended up with only 6 talks during the two days.

The consumer sent his complaint directly to the trader. The latter agreed to give him a 40% refund of the money paid and promised the consumer that he would be reimbursed through PayPal. However, the refund was never received.

The consumer contacted ECC-Malta for their help. ECC-Malta liaised with ECC-UK to help the consumer get the agreed reimbursement. This time the trader replied quickly and refunded the consumer immediately through PayPal. The trader has also provided proof that the transaction has in fact been done.



## 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.