



ECC MALTA NEWS

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Information and advice about cross border consumer rights

In this third edition of our Newsletter we will be giving useful advice to consumers when it comes to shopping during the holiday season.

We will have a look at the new developments in the new package travel rules and we will also highlight the new legislative developments on Alternative and Online Dispute Resolution. In this issue we will also highlight a consumer's complaint that ECC Malta has worked upon and was closed with a positive solution for the consumer.



Shopping during the festive season

December is perhaps one of the busiest months when it comes to shopping both online and in store. Consumers may have a number of concerns when making their Christmas shopping online, especially when buying gifts. As a word of advice, it is always recommended that during this period consumers start their online shopping early in order to allow time for delivery of the products on time and avoid disappointments. It must be appreciated that this time of the year is the busiest for postal services. Having said that, traders are still obliged by the same obligations vis-a-vis the consumer of delivering within the established timeframes.

When buying personalised goods over the internet, it is important to keep

in mind that unless the product is damaged or defective, the trader is not obliged to take the products back if you change your mind. Therefore, in these circumstances it is important that the correct instructions are given to the trader when personalising gifts or other goods.

When buying gifts in store we must keep in mind that the trader is not bound to accept returns or exchange the goods if we change our mind, unless the goods are defective. Some shops offer the possibility of issuing a gift receipt with a purchase. This allows for the possibility to exchange the goods purchased, however it is advisable to check the validity period of such gift receipt so that goods are exchanged within the prescribed

period on the receipt. It is also important that any items to be returned will be maintained in their original packaging and that any tags are not removed.

Gift vouchers are nowadays being commonly used as presents. However, one must keep in mind that generally these vouchers come with an expiry date, therefore, they must be used within a specific period. Traders are not obliged to offer any refunds for unused gift vouchers or unused amounts from the gift voucher. It is the responsibility of the consumer to make good use of the voucher. It is also recommended to check with the trader or shop, if on the voucher there is no validity period stipulated and to read any terms and conditions present on the voucher.



Some tips and advice for renting a car around Europe

Some may have planned a nice winter vacation for the holiday period and chose to rent a car as a means of transport during their holiday. However, it is important to take all the necessary precautions in order to avoid any unpleasant surprise that can ruin your vacation. Below one can find some useful tips to keep in mind when renting a car. For this purpose ECC Malta has published a brochure 'Renting a Car in Europe?' containing useful advice about what to look for before entering into a car rental agreement.

Useful Tips:

The use of the internet is one of the easiest way a consumer has when searching for the best deal. However consumers should bear in mind that most websites quote only the basic price for the car rental, thus always check the price for any additional extras you would like to have in your rental agreement.

Consumers must be aware that some booking companies offer their insurance during the booking process. Consumers should note that this insurance is offered by the booking company and not by the actual car rental company and therefore it may happen that when you pick up the car

the rental company insists on taking up its insurance policy which will result in a price increase.

It is advisable to read the rental agreement very carefully. Take your time to read carefully the terms and conditions before collecting the car and signing any document.

When collecting the car a thorough inspection of the rented vehicle should be done and all car defects must be noted on the inspection check list provided by the car rental company.

If an accident happens during the rental period always inform the car rental company and follow its instructions before taking any action.

Where possible, always inform the car rental company of the time you will be returning the car and it is advisable that consumers return the car during office hours in order to have the car inspected by the authorised personnel in your presence.

Case Study

Battery running low

ECC Malta was contacted by a Maltese consumer concerning a problem that the consumer was experiencing with his newly purchased tablet from a seller based in Luxembourg. The consumer complained that the battery of his device was running out of power after a relatively short period of time, thus the tablet was not giving the expected performance. Consequently the consumer contacted the trader immediately describing the problem, however the trader refused to assume any responsibility.

In the circumstances the consumer contacted our Centre and the case was sent to our colleagues at ECC Luxembourg, as the Centre where the trader is based. ECC Luxembourg intervened by contacting the trader and after various correspondence it was

established that the tablet should be taken to the trader's establishment for an inspection.

The consumer took the tablet to the trader's premises so that the inspection could be carried out and a replacement tablet was given to the consumer until the tablet was being held at the trader's premises. However, after the inspection the trader informed the consumer that the product could not be repaired since there were no spare parts available for that specific model and it could neither be replaced with a new one since that model was no longer in production.

Consequently the trader suggested to issue a credit note for the consumer to purchase any other product, however the consumer informed the trader that he prefers to be refunded in cash. Following the ECC's intervention, the trader decided to refund the consumer the full purchase price of the tablet which amounted to €999.



MEPs adapt package travel rules to the digital age

Consumers are increasingly booking their holidays online rather than through travel agencies, thus a revision of the package travel rules was needed. Through the revision of the old rules, package holidays, consisting of a flight, hotel or car-hire and purchased online for an all-in price or through linked webpages, will get the same protection as packages bought in travel agencies under rules voted by MEPs. Therefore the new package travel rules include new booking models within their scope.

Basically two types of contracts will be covered with the new rules:

- **Pre-arranged package deals** booked through a tour operator or customised by the traveller;
- **Linked travel arrangements**, where consumers once they have for instance booked a flight are directed to book additional travel services such as accommodation and car rental through a targeted online link. This kind of booking will be considered a package under the new rules.

The new rules also emphasize on the trader the obligation to give clear information to the consumer before entering into any contractual commitments. The trader must make it clear to the consumer that they are buying a package and inform them of their rights and who is responsible if something goes wrong. It must be noted that these rules are yet to be incorporated into the national laws of the Member States before they are made applicable.



New Legislation on Alternative and Online Dispute Resolution



The term Alternative Dispute Resolution (ADR) refers to a variety of processes which are aimed at resolving disputes out-of-court. The ADR process which can be mediation, arbitration and conciliation involves an independent third party which helps the parties reach to an agreement. Whilst the practice of ADR is not yet very diffused it carries a lot of benefits as it is generally, cheaper, less expensive than going to court whilst having less complicated and flexible procedures.

The new legislation on ADR aims to ensure that consumers throughout the EU have access to ADR bodies offering independent, fast and effective alternative means of redress to consumers. Qualified ADR entities must resolve disputes within 90 days and ADR procedures should be free of charge or subject to a nominal fee for consumers. In Malta the new

ADR legislation has been transposed through the Consumers Affairs Act and will allow consumers and traders to resolve their disputes without going to Court in an easy, fast and inexpensive way.

In order to facilitate the ADR process, the EU Commission has worked on the development of an ODR platform. This is a web based platform that is specifically designed to help consumers settle their disputes for their online purchases who have bought goods or services online from a trader based in an EU country. This platform is free to use and the site will be available in 23 EU languages. Consumers will be able to send their complaint directly to the trader via the ODR platform and reach an agreement on the ADR entity that will handle the dispute. This platform is regulated by means of the ODR Regulation which will come into force in January 2016.

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