



In this edition, we will have a look at various problems consumers may face when going on a cruise or when booking hotel accommodation.

Ship passenger RIGHTS

Consumers have rights when there are delays and cancellations that prevent them from boarding a cruise which would be:

- a. leaving a port in the EU with any carrier
- b. arriving in a port in the EU with any carrier

However, these same rules do not apply if:

- a. the ship carries fewer than 13 passengers;
- b. the ship has no more than 3 members of the crew;
- c. the ship covers less than 500 metres, one way;
- d. the ship is a historical one; and
- e. the ship is for excursions and sightseeing – if they do not have accommodation facilities, or if the overnight stay does not exceed 2 nights on board.

Cancellation or delay

Should the service be cancelled or delayed, one always has the right to adequate and timely information about what is happening while he is waiting.

If the service is cancelled or departure is delayed for more than 90 minutes, one should be given the choice to:

- a. either get a refund of the ticket and where necessary a free return journey back to the initial point of departure; or
- b. be transported, under similar conditions, to the final destination at the earliest opportunity and at no extra cost.

Then, if the trip is delayed by more than 90 minutes, in most cases one is also entitled to:

- a. meals and refreshments which are proportionate to the waiting time;
- b. accommodation, if one must stay overnight.

If the delay is more than 1 hour, one is entitled to financial compensation, depending on the length of the delay. The compensation is either 25% or 50% of the ticket price. One must keep in mind, that no financial compensation would be given if the delay was caused by severe weather conditions or natural disasters.

Complaints

One needs to complain to the carrier within 2 months of the date on which the event happened. The carrier must react within 1 month and give a final reply 2 months after receiving the complaint.

If the luggage is lost or damaged, one must also inform the carrier in writing. Ideally, this should be done either by the time one leaves the ship or by the time the luggage is eventually delivered. At the very latest, the carrier should be informed within 15 days of disembarkation or delivery, otherwise, the right for compensation would be lost.



Hotel Accommodation

When we book a hotel, one has the right to expect that its facilities and characteristics are exactly as described by the trader. For example, if the hotel states that the rooms are air-conditioned, but upon arrival, one finds out that there is no air-conditioning, then legally he has the right to complain and claim for compensation. Even when the booking is purchased as part of a package holiday, all that is promised in the brochure describing the hotel must be delivered during the holiday.

Should there be any issues with the hotel's facilities, such as if the room is not cleaned or the shower is not working well. It is important that when encountering such problems, the consumer should report immediately while still on holiday to give the management the chance to resolve the issues.

If an accommodation booking has been booked directly with the hotel, the communication should be with the hotel's management and request an adequate and immediate solution. In case of a package holiday, if accompanied by a tour leader, the complaint should be addressed to them. In the absence of a tour leader, the travel agency directly

should then be contacted to report the encountered problems. If this possibility is not given, it might affect the claim for compensation when the complaint is eventually lodged.

Should the hotel or travel agency offer us alternative arrangements or compensation while still on holiday, before accepting, one should keep in mind that upon agreeing on, no further claims could then be forwarded.

In situations where problems are still unresolved while still on holiday, it is advisable to put a complaint in writing and collect all the relevant documents and other evidence that can sustain the claim, such as photos or videos.

The amount of compensation claimed should reflect the seriousness of the shortcomings suffered. The larger the discrepancy between what was promised upon booking the accommodation and the reality encountered, the bigger should be the compensation claimed. We must always make reasonable claims and never demand something that is not entitled to.

Once our complaint is rejected, or the trader offers less than what was requested, the next step would be to file a complaint with the European Consumer Centre Malta if the hotel is in an EU Member State.

Europe Day 2019

On the 9th of May 2019, the ECC Malta, together with other EU information providers, participated in the EU Citizens' Fair Celebrating Europe Day. This activity serves for the entities to showcase their services and to bring the EU closer to the EU citizens. The people are also made more aware of the benefits that the EU can offer to European Citizens.



Case Study

David, from Denmark, decided to book his next holiday on a cruise through an online travel agency situated in France. The package he selected, included all the excursions of the places they were going to visit. As the price stated was very reasonable and attractive, David decided to book the holiday. He finalized the booking, accepted all the terms and conditions and paid for his holiday via the same travel agency.

Once on holiday, David noticed that not all the promised excursions were carried out. He complained about this to the crew members, however, they were not able to help him.

After complaining about the excursions to the crew members, since nothing was done, David now needs to send an email to the online travel agency with which he booked his holiday.

Then, if the online travel agency does not offer him any compensation, he would need to file a complaint with ECC-Denmark to help him get a refund of the excursions that did not take place.





Success Story

In this issue of the ECC Malta newsletter, we will highlight the success story of an Austrian consumer whose child placed various betting on an online gambling site registered in Malta. A young Austrian consumer placed various bets on the *FIFA soccer World Cup games*.

These bets amounted to a considerable amount of money which were paid through his parents' credit card without their knowledge. He managed to win some of the bets played, however, when cashing out the sum won, after the necessary inspections, the trader confirmed that the consumer was not old enough

to place such bets and therefore the trader denied these winnings.

When the consumer's parents noticed that there were several unauthorised transactions made on their credit card to an online betting company, they checked with their bank and it transpired that these transactions were processed by their son. It is to be noted that according to the Austrian law on online gambling, only adults can place bettings and therefore in our case the bettings were not legitimate.

The consumer's parents contacted the trader via a registered letter and

requested the full refund of the amount paid for such bets. Following a negative reply from the Maltese trader, the consumers contacted ECC Austria and the case was forwarded to our Centre for our intervention.

Our Centre contacted the Maltese trader and following our intervention, the trader agreed to cancel the betting made by the consumers' son and issued a full refund of the money paid. In this particular case, the amount won from these bets was forfeited since the player was not legally entitled to place these online bets.

European Consumer Centre Malta

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