



The second edition of the ECC Malta Newsletter for 2018 will be dedicated to consumer's right when travelling by air, particularly since this summer thousands of football fans have planned their travels to Russia for the World Cup. By now, one would already have everything booked including the ticket for the match. However, if something goes wrong with the flight or accommodation, how many of you know what the consumer and air passenger rights are? We will also highlight a success story that we have solved positively for the consumer and mention the participation of ECC Malta in the celebrations for Europe Day 2018.

What are your **Air Passenger Rights**?

Regulation 261/2004 states the common rules regarding compensation and assistance which should be given to passengers if the flight is delayed, cancelled or denied boarding. Every consumer should be informed of these rights before, during and after the flight. In fact, the air carrier should make sure that at the check-in desk there is a notice with clear information about the air passenger rights.

When do these rules apply?

Applicable	Not applicable
The flight is within the EU and is operated by either an EU or a non-EU airline	The flight arrives in the EU from another EU country and is operated by a non-EU airline
The flight arrives in a Member State from outside the EU and is operated by an EU airline	One has already received compensation, rerouting and or assistance for the flight related problems s/he experienced
The flight departs from the EU to a non-EU country and is operated by an EU or a non-EU airline	

What are the consumer's rights in case of a delayed or cancelled flight or if a consumer is denied boarding:

If the delay is more than 3 hours when arriving at the final destination, the passenger is denied boarding or the flight has been cancelled, s/he is entitled for compensation.

In such cases, the passengers will be entitled for:

- €250 for all flights of 1500km or less
- €400 for all intra-Community flights for more than 1500km and for all other flights between 1500km and 3500km
- €600 for all flights not falling within the above mentioned flights

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Compensation will then be reduced by half when the passengers are rerouted to their final destination and the arrival time does not exceed the scheduled arrival time by 2, 3 or 4 hours depending on the length of the flight.

If the time of departure is postponed until the next day, passengers must also be offered hotel accommodation and transport between the airport and the place of accommodation.

It is a common practice for airlines to have overbooked flights. They do this in order to reduce the risk of a no show by other passengers. However, the airline must first

ask for volunteers, who will then be entitled to a sum of money or other benefits. When there is an insufficient number of volunteers, the airline may refuse to board passengers. It is obliged, nevertheless, to offer refused passengers an alternative flight or refund of the un-used portion of their ticket.

The said compensation, however, would not be given if:

- **the flight is delayed due to extraordinary circumstances, such as weather conditions and**
- **in case of a flight cancellation, if the passenger is informed about this 14 days or more before the flight. S/he would be able to claim refund for the money paid for the ticket.**

In addition, in all cases, the airline is also bound to offer its passengers:

1. **2 phone calls or emails**
2. **Meals and refreshments proportional to how long the passenger has to wait for departure. If this is not given, consumers should keep the receipts.**
3. **Hotel accommodation and transport to the hotel as may be required.**

Apart from problems with the flight, consumers may also experience problems with their luggage. It is not the first time that some of us had their luggage either lost, delayed or damaged.

Consumers rights in case of lost or delayed luggage

What are the consumer's rights should this happen?

The time limit for complaints in writing to air carriers are:

- **7 days for damaged luggage**
- **21 days after the arrival of a delayed luggage**

The checked luggage is considered as lost if it does not arrive at the end of the 21 days from the date it was supposed to arrive.

Under the Montreal Convention, one can claim compensation of up to 1,131 Special Drawing Rights (SDR) if the luggage fails to arrive on time or is damaged. Air carriers do differ on what they offer as compensation, however, the passenger might be required to prove the extent of the loss. For example: by showing receipts.

When a luggage is lost, the consumer needs to go to the baggage claims desk and ask to fill in a Property Irregularity Report (PIR). It is important for the consumer to keep a copy of the filled form, the boarding pass, the baggage tags and receipts of all necessary expenses as a result of the lost or delayed luggage.

Due to the luggage delay, one may need to buy certain "necessary goods". It would be best if the consumer first asks the air carrier what it considers as "necessary goods". It would be a good idea to also check whether the air carrier pays a standard daily rate and how many days are covered.

Booking of a hotel



Hotel booking is also another issue that may give rise to complaints by consumers. Here you will find some basic information and advice to follow in order to avoid disappointments upon arrival at your destination or during your stay. The following would apply

only if the booking has been done through an EU platform.

Before proceeding to pay for the booking, one should always check what the cancellation rules are and if refund will be given if one cancels within a certain period. If

such information is not available on the website, one should contact the trader and check the policies that they adopt. Any written communication should be kept as proof should one encounter any problems later on.

The booking should be done in writing and should include the following information:

1. **Length of the stay**
2. **Arrival and departure together with dates and time**
3. **Room including full-board or half-board or meal plan**
4. **Number of persons staying there**
5. **If the parking is included with the booking**

After reading the terms and conditions, It is also advisable that one checks any reviews made by other consumers who have already used the same hotel.

Online Shopping for football merchandise



As supporters of a particular team, the supporters would probably decide to buy their football outfit online. However, always beware of fakes. Attractive prices are one of the signs indicating that a product is fake. Buying counterfeits is illegal and so one would be risking confiscation of the purchase. A spelling error or a slight difference in the logo makes it easier to spot a counterfeit product.

It is also advisable to check if the online seller has a geographical address within the EU beforehand. Make sure that the goods are not bought from an individual, but from a trader. Buying from an individual reduces your rights considerably as such transactions are not covered by consumer legislation.

Europe Day

On the occasion of Europe Day, ECC Malta participated in an event organised by MEUSAC in Valletta, where the EU Information Points and Networks, distributed information to citizens about their work and services they offer. This activity served for the entities to showcase their services, in order to bring the EU closer to the citizens and to increase awareness about the benefits that the EU can offer to European Citizens.



Success Story



A consumer residing in Sweden, entered into a dating site and decided to pay for a whole year. A month after he started using this dating site, the consumer changed his mind and decided to cancel the membership. He contacted the trader to inform him of his decision and get a refund of the money paid. However, he did not manage to find an amicable solution. It is then that the consumer referred his case to the ECC. ECC-Malta contacted the trader about this case. The trader argued that since the service is provided in digital form and the consumer started to use the product, then the 14 days cooling-off period does not apply. ECC-Malta

contested this argument with trader and explained that trader is bound to inform consumers of any cooling off rights available and when these are applicable. Trader did not have any information on his site about this. ECC Malta reminded the trader about his obligations under the Consumer Rights Directive, particularly that in the absence of correct information about withdrawal rights, the cooling off period is extended.

After the mediation by the ECC, the trader, refunded the consumer the full amount originally paid for the subscription of the service which amounted to €264.

European Consumer Centre Malta

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