

Help and advice
for consumers
in Europe



ECC MALTA NEWS

MAY 2016 **ISSUE 01**

Information and advice about cross border consumer rights

This year brought with it important developments in the consumer field. In this edition of our newsletter we will highlight the newly launched Online Dispute Resolution Platform by the European Commission. We will also mention a recent interesting study published by the European Commission about consumer vulnerability and will draw attention to a report which has been launched last month by the European Consumer Centres Network on cross border car purchase.



Co-funded by
the European Union



The Online Dispute Resolution Platform available to consumer and traders

On the 15th of February the new EU wide Online Dispute Resolution Platform (ODR) developed by the European Commission was made available to consumers and traders. This platform serves as a single point of entry for consumers and traders seeking to settle disputes emerging from online transactions irrespective of where the contract was concluded. The Platform links all National Alternative Dispute Resolution (ADR) entities.

Directive 2013/11/EU and Regulation 524/2013 form the legal framework for the establishment of the ODR Platform and pursuant to the mentioned Regulation ECC Malta has been designated as the ODR contact point in Malta for the purposes of Article 7 of the

Regulation. The role of the contact point is to provide support to the users of the Platform and to assist in the submission of the complaints through the Platform. Additionally the ODR contain points will also assist by providing any general information on consumer rights or other means of redress and by providing explanations on the specific procedures applied by the proposed ADR entities.

Any queries about the ODR platform can be directed on odrmalta@mccaa.org.mt. Information about how disputes can be resolved through the platform can be found on the European Commission official website <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.





ECC Net publishes report on cross border car purchases

In March the European Consumer Centres Network published a report on cross-border car purchase together with country specific fact sheets with information about what European consumers are to look out for when buying a car from another EU Member State.

EU consumers are increasingly looking to other Member State to buy a new car for various reasons, maybe searching for a particular model, for better value for money, or simply for more choice. However, whilst buying a car from another Member State may seem like a simple transaction, consumers discover that there are a lot of questions to be answered before effectively making a purchase. Consumers may have to ask themselves some of the following questions: what documents are needed? In which country does VAT have to be paid? Is the car covered by a guarantee? Are insurance or transit

plates needed for the journey home? Is a vehicle inspection conducted in one country valid in another? To whom should a complaint against the seller or an issue with the registration process be addressed?

In an effort to provide a comprehensive set of answers, in 2015, 29 ECCs, coordinated by ECC France carried out an extensive study into the hurdles faced by consumers when buying a car across borders. The ECCs produced a series of guidance documents in order to give practical advice on every step of the process to consumers buying a car in another EU Member State or Norway, from the initial transaction to the completion of the registration procedure.

The full report and the country specific fact sheets can be downloaded from [here](#).



Consumer Asks

When I was on holiday in the UK, I bought a tablet of a well known brand. It stopped functioning properly only after a few months. Additionally, upon purchasing the product the seller stated that the product is covered by an International warranty. What are my rights?

When buying goods and services, it is expected that the goods purchased are in conformity with the contract of sale. In other words, the consumer must receive what he paid for.

The seller is liable for any lack of conformity within two years from the date of delivery. When the lack of conformity emerges within the first six months of the delivery, it shall be presumed that it has existed at the time of delivery unless proof to the contrary is furnished or unless this presumption is incompatible with the nature of the goods purchased. Where there is

lack of conformity the consumer is entitled to have the product brought back into conformity free of charge either by repair or replacement within a reasonable time and with the least inconvenience to the consumer.

These rights apply irrespective from which country within the EU the product was bought. In the case where the seller and consumer are situated in different countries, the seller is still liable for any lack of conformity. These rights apply both if the products were purchased from a shop or from the internet. It is important that

where there is lack of conformity, the consumer contacts immediately the seller. The seller even if situated in another country is obliged to rectify the problem without delay.

Additionally, the seller may decide to offer the consumer additional protection by means of a guarantee. This is known as the 'commercial guarantee'. The commercial warranty protects the consumer under the conditions which are laid down in the guarantee document.

A type of commercial warranty is what we call the international warranty. This guarantee as any other commercial warranty offers protection to the consumer under the terms listed in the guarantee document. Usually the international warranty is issued by the manufacturer and by virtue of this guarantee the manufacturer undertakes that around the world products of a certain brand will be serviced or repaired at an authorised agent where the consumer lives. However one must keep in mind that not necessarily in every country there is an authorised agent. In the circumstances the manufacturer may direct you to the nearest agent which may not necessarily be in your country of residence.

The consumer must keep in mind that any other warranty whether a manufacturer's warranty or a commercial warranty is in addition and not instead of the basic consumer rights granted by law. Furthermore any commercial warranty offered by seller or manufacturer must clearly state that your legal rights are not affected by the guarantee.





How vulnerable a consumer may be

Consumer law is linked with the concept of the 'average consumer' and how the 'average consumer' would behave, what he or she will understand and how well-informed he or she is. Nevertheless, compared to the average consumer, consumers in vulnerable situations may be less able to secure their own interests and may be more likely to experience negative outcomes in the market.

A recent large research project was carried out by the European Commission, in order to examine the scope and the drivers of consumer vulnerability in the European Union. This study covered all 28 European Union Member States as well as Norway and Iceland. This study provided an evidence-based new definition of the concept of 'vulnerable consumer'

A consumer, who, as a result of socio-demographic characteristics, behavioural characteristics, personal situation, or market environment is at higher risk of experiencing negative outcomes in the market; has limited ability to maximise his/her well-being; has difficulty in obtaining or assimilating information; is less able to buy, choose or access suitable products; or is more susceptible to certain marketing practices.

The study is relevant in the field of consumer policy, such as the Unfair Commercial Practices Directive, as it brings new evidence to refine the understanding of the key concepts of 'average consumer' and 'vulnerable consumer'.

Further information about this topic and a fact sheet with information can be accessed from [here](#).



Find us on
facebook®

European Consumer Centre Malta

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

This newsletter is part of the action 670694 – 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.