

# L-GHAŻLA

THE CONSUMERS' MAGAZINE

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MESSAGE  
FROM  
DR DEO  
DEBATTISTA

Ensuring consumer well-being does not only safeguard consumers from financial detriment but also enables businesses to flourish in a fair competitive environment. The MCCA's commitment in educating and collaborating with both consumers and traders is key to a growing economy where both stakeholders can prosper.

We have enacted legislative changes in the Malta Competition and Consumer Affairs Act so that the right balance is achieved between the need for a fair process and the achievement of a strong legal system that enables responsible entities to exercise their legal powers. This to ensure that the markets function well for both consumers and economic operators.

As consumers are becoming increasingly aware of the quality of the food they eat and the risks to their health and the environment, earlier this year the MCCA published a consultation document on Malta's National Action Plan for Sustainable Pesticides. Whilst this plan recognises the importance of education and information in this field, it also outlines measures how to reduce the risks and impacts of pesticide use on human health and the environment and also encourages integrated pest management and alternative techniques to reduce pesticides dependency.

Thanks to the cooperation of the Medicines Intelligence and Access Unit within the Malta Medicines Authority, the MCCA and the local and international pharmaceutical distributors, this year, 29 medicines were reduced in price and consumers are now saving up to 67% on certain medicines. Simultaneously, 14 generic medicines are now accessible on the local market with competitive prices.

An important strategic collaboration between the MCCA and the University of Malta was launched with the objective of enhancing capacity building and enable networking between students, professionals and experts. This collaboration also extends to the sharing of cutting-edge research on consumer engagement which focuses on making markets that work better for consumers, businesses and society.

As a government we are committed to ensure that the Authority has the necessary tools to build a healthy business environment where both consumers and traders can flourish.



MESSAGE  
FROM  
ING. HELGA  
PIZZUTO

Consumer protection remains the focus of all our wide-ranging activities, with the Authority committed towards ensuring effective and forward-looking regulation and market oversight. This past year, substantial investment has been made in order to introduce online services and facilitating communication with the Authority without the need to visit our premises.

Whilst online services are an integral part of the way today's society communicates, we appreciate the need to still provide face to face services.

In fact, earlier this year the MCCA inaugurated its new office in Gozo where the Authority's stakeholders can now access a variety of services that before were only available from Malta's office. This office also enables its Gozitan employees to cut down on their daily commute to Malta and facilitates employment opportunities to Gozitans.

We have also been working on how we can be better placed to protect consumers in the light of new challenges connected with advanced technological products. We held a conference as part of the 2019 World Consumer Rights Day activities that reinforced the collaboration amongst relevant stakeholders to ensure stronger consumer protection and empowerment in the digital world.

We have also invested in training enforcement officers to conduct online investigations to rapidly detect and stop consumer and product safety legislation infringements related to the purchasing of goods and services online.

I wish to take this opportunity to thank all those who participated in our yearly Premju Servizz bi Tbissima event. This year saw a large boost in participation which underlines that we as consumers put high value on the quality of the service we receive. The event was also an opportunity for traders from across a wide sector of categories to showcase their commitment to providing a service of excellence.

Whilst hoping that you find this issue of L-Ghażla informative, we invite you to send us your feedback on any of the topics discussed or any further information you may require on our facebook page, MCCA, or through the contact us form which can be found on our website : [www.mccaa.org.mt](http://www.mccaa.org.mt).



# MCCAA ANNOUNCES PREMJU SERVIZZ BI TBISSIMA 2019 WINNERS

The Malta Competition and Consumer Affairs Authority (MCCAA) announced the winners of the fifth edition of Premju Servizz bi Tbissima at an awards night held on the 21st of November 2019.

The main objective of this award is to assist consumers and traders develop and strengthen a good relationship. Through this initiative, the Authority encourages local sellers to adopt trading practices that provide consumers with more benefits than those established at law.

In his address, Parliamentary Secretary for Consumer Rights, Public Cleansing and Support for the Capital City, Hon. Deo Debattista spoke about how giving a service with a smile to customers can help generate a loyal customer base and also make consumers feel comfortable to bring forward any difficulties they may encounter. Dr Debattista said that this initiative rewards sellers and their employees who provide a good service to their customers especially, when it comes to after sales service. When problems arise, it is important that sellers manage to change a negative experience into a positive one. In fact, consumers appreciate and value such after-sales service and this is reflected in the success of the Servizz bi Tbissima competition which this year attracted over 5,200 votes. Dr Debattista also noted the Authority's commitment to strengthen and build trustful relationships between consumers and sellers.

In her welcome address, Ing. Helga Pizzuto, MCCAA's Chairperson, spoke about the Authority's mission in having a market where fair-trading prevails, and consumer welfare is enhanced. A healthy economy needs sellers and consumers to appreciate and trust each other. The MCCAA facilitates the building of such a relationship through various initiatives such as Premju Servizz bi Tbissima and the Trust You Scheme. The former's success transpires in the increasing consumer participation and also in the traders' enthusiasm in promoting this competition among their customers. Ing. Pizzuto expressed the Authority's commitment to continue educating both consumers and sellers about their rights and responsibilities.

The Authority is also bound to provide consumers and local economic operators with a high-quality service. To ensure this, the Authority has extended the international standard certification, ISO 9001 to the Office for Consumer Affairs operational performance.



## THE OFFICE'S SUCCESS IN OBTAINING THIS CERTIFICATION UNDERSCORES ITS COMMITMENT TO PROVIDE A QUALITY SERVICE TO THE BENEFIT OF BOTH CONSUMERS AND ECONOMIC OPERATORS.

The competition includes five categories of sellers and voting by the general public took place between the 12th of June and the 10th of July 2019. The winners of each category were the following:

The category of **'Electronic Products and Household Goods'** was won by *Forestals*, while *SCAN* and *Homemate* placed second and third respectively.

The category **'Online Local Sellers'** was won by *scanmalta.com*, whilst *forestals.com* placed second. The third place was awarded to *mvintage.com* and *pavipama.com.mt* with equal votes.

*Hair Haven* won the **'Fashion and Beauty'** category. In this category *D Beauty Bar* placed second, and the third place was awarded to *Fair Hair and Beauty Salon*.

The winner of the **'Supermarkets and Mini Markets'** category was *John's Food Market* followed by *Pavi-Pama Supermarket* in second place. *Lidl* placed third.

The category of **'Travel'** was won by *ROCS Travel*, while *Air Malta* and *Britannia Tours* placed second and third respectively.

This year over 800 different sellers and companies were nominated in the five categories. The top five in each category were closely vetted by the Servizz bi Tbissima Board to first ensure that the votes received were valid and according to the competition's terms and conditions and also to check that nominated traders abided by the award's code of conduct in their day-to-day operations. The Board also checked that these companies adhered to regulations and in case of disputes, it was confirmed that these were dealt with in a timely manner with minimum inconvenience for consumers.

The companies that placed first in each of the five categories received a trophy, a certificate and the right to use the Servizz bi Tbissima logo on their promotional material.

# WORLD CONSUMER RIGHTS DAY CONFERENCE: TRUSTED SMART PRODUCTS

Smart connected products and how new technologies are changing the way consumers interact with physical products was the theme of the conference organised by the Malta Competition and Consumer Affairs Authority (MCCAA) to mark the 2019 World Consumer Rights Day.

“Smart technology has become an integral part of our everyday lives and we consumers are increasingly becoming dependent on smart devices which have re-defined the way we live our life,” said Dr Deo Debattista, Parliamentary Secretary for Consumer Rights, Public Cleansing and Support for the Capital City in his welcome speech. Hon. Debattista also pointed out possible threats of connected technologies as unsecure smart devices expose consumers to cyber attacks and jeopardise their safety.

MCCAA Chairperson, Ing. Helga Pizzuto, said that the Authority has the important role of ensuring that consumers are well informed about both the benefits and potential risks arising from smart connected products so that they can make the right choices and maximise the benefits of technology.



Prof. Alexiei Dingli, the Head of Department of Artificial Intelligence at the University of Malta, discussed how Artificially Intelligent (AI) products are changing every aspect of our lives, such as at home, work, shopping, food and also the way we communicate with each other.



Dr Mariosa Vella Cardona, a legal consultant who specialises in consumer law, provided an overview of the current legislative framework and the changes that need to be implemented so consumers can have effective protection.



The legislative changes that are currently underway to fill any gaps in EU legislation, namely the Digital Content and Sales of Goods Directive, were explained and discussed by the European Commission representative, Ms. Stephanie Darmanin.



Inspector Timothy Zammit from the Cyber Crime Unit within the Police Department provided an interesting analysis of typical mistakes consumers commit when connecting with the digital world and stressed that in most situations consumers can protect themselves by taking simple precautionary measures.



A list of precautions and tips on how to avoid falling victims of hackers and cybercriminals was also conveyed to the conference attendees by Mr Marcel Mizzi, Vice President, GRTU Malta Chamber of SMEs.



The Information and Data Protection Commissioner, Mr Saviour Cachia stressed the importance that consumers make informed decisions about the processing of their personal data through smart products and when consent is given this is done with caution.

In most situations cyber attacks are triggered by human error. Locking devices through secure passwords, installing anti-virus software, carrying out safety checks prior to submitting personal details, and keeping an eye out for scams and phishing are some of the safety measures consumers are advised to take to not fall victims of cyber fraud and attacks.

The 15<sup>th</sup> of March conference brought together participants from different spheres and highlighted the needs for the different sectors, be they product developers, data protection, IT or AI specialists to work together with consumer bodies in order to have a world in which consumers can have trust that their wellbeing is safeguarded.



# THE BENEFITS OF METROLOGY AND LEGAL METROLOGY FOR CONSUMERS



Metrology is defined as the “science of measurement”. In reality, it is much more meaningful and important to modern life than the definition would suggest.

- we consume electricity, gas and water which are billed based on measurements,
- we buy meat, fish, fruit and vegetables by weight,
- we fill our cars with fuel by volume,
- we have our vehicles checked to monitor the exhaust emission levels, and so on.

Measurements are performed, by means of man-made instruments, primarily by humans. As such, they are not perfect and do hence share all the limitations of any other human activity. The bulk of the application of Metrology is to quantify and reduce the effect of this imperfection and find new methods that can reliably match the development of technology.

Very often, small measurement errors can create considerable financial prejudice – for example, inaccurate

measurements of oil at each of the many transaction points from the oil well to the end consumer can have serious economic consequences, or incorrect radiation doses in cancer treatment can have a critical effect on health.

Legislation on measurements and measuring instruments is required in all these cases, as well as when there is a societal need to protect both the buyer and seller in a commercial exchange of a commodity or a service provided, or where measurements are used to apply a sanction. Virtually all countries provide such protection by including metrology in their legislation – hence the term ‘Legal Metrology’.

Legal Metrology is basic to guarantee correctness and equity in commercial transactions and to protect the health and wellbeing of the members of society, as well as the environment. Everyone benefits from the availability and implementation of a Legal Metrology system: individuals, both as consumers and as entrepreneurs, and Government. Legal Metrology is the link between user and supplier that guards the interests of both.

In Malta, the Government has entrusted the remit of Metrology and Legal Metrology to the Metrology Directorate within the MCCA. The Metrology Act provides the legal framework for development of metrological activities and recognizes Metrology as a field of special importance for Malta.

The Directorate discharges its obligations through a National Service, which includes market surveillance. Inspections are regularly performed on weighing instruments in shops, pharmacies, jewellers, supermarkets and open markets; fuel dispensers; LPG bottling plants and speed cameras. These inspections ensure that businesses and consumers get exactly what they pay for.

There is a mistaken trend to believe a priori that the only purpose of Legal Metrology is to protect defenceless citizens from unscrupulous traders. This is not the case. Legal Metrology seeks to make sure that in each and every case involving measurements and their results, they will be reliable no matter who turns out to be favoured.

## LEGAL METROLOGY SEEKS TO MAKE SURE THAT IN EACH AND EVERY CASE INVOLVING MEASUREMENTS AND THEIR RESULTS, THEY WILL BE RELIABLE NO MATTER WHO TURNS OUT TO BE FAVOURED.

Modern Metrology is based on universal scientific principles and as such is free from partialities. Legal Metrology has to establish and coordinate the legal system that will guarantee that there is no distortion of this impartiality.

Legal Metrology provides a universal protection: the trader loses if he gives larger amounts than those agreed upon and paid for, and the manufacturer loses if he is unable to measure properly his raw materials, his processes and his end products. Because the true function of Legal Metrology lies in protecting the interests of all those who take part in a transaction, a measuring instrument which is detrimental to the trader must be rejected as strongly as when the rights of the consumer are distorted.



# PAYMENT OF DEPOSITS AND CONSUMER RIGHTS

## Do we need to pay a deposit? This is what we should look out for

Once an agreement, verbal or written, is reached on the purchase of a product or service, the seller may request us to pay a deposit. This payment is often required to confirm the sales agreement and as a commitment that we consumers won't change our mind about the purchase. The seller is also bound to provide us with the product or service promised at the agreed price within the stipulated time frame. It is in the best interest of both consumers and sellers to make sure that there is a written confirmation of all the details of the sale agreed upon. This will safeguard both parties from any misunderstanding should there be a problem with the product or service ordered.

## How much deposit should we pay?

The law does not stipulate a specific amount or percentage that must be paid. It is a matter of agreement between the consumer and the supplier. Often it is the trader who suggests the amount of deposit to be paid. If, however, we think that the amount requested is too high compared to the total price of the product or service, then we should bear in mind that we can speak to the seller and try to negotiate a lesser amount than requested.

Since the product or service has not yet been provided or delivered to us we should pay the least amount possible as deposit. Outstanding payments give us consumers power to quickly solve problems that may crop up. The product ordered may be delivered to us defective and we will need the seller to provide us with a quick and hassle-free remedy. Not having paid most of the amount due usually helps to quickly resolve such disputes.

There is also the risk that the seller goes out of business. If this happens, we may face difficulties in getting either the goods or services ordered or our money back. When a business is liquidated, there is a classification on



whom of the debtors gets paid first and the individual customer is last in the order of priority.

## Are deposits refundable?

In situations where consumers change their mind, deposits are not refundable. This is the case unless there is a clause or condition in the contract of sale stating that the purchase agreement can be reversed and that any payments made can be recuperated. It does not matter how valid our reasons are, such as for instance losing our job and hence our financial situation no longer allows us to afford to buy the product or service, the law does not give us the right to cancel the sale and request a refund of the money paid.

When opting to cancel a sales agreement, losing the deposit is not the only risk. The seller may also oblige us to continue with the purchase and pay in full the price agreed.

However, there are also traders who after taking into consideration the circumstances their customers are going through, out of good will decide to refund deposits.

It is our consumer responsibility to make sure we are convinced of the product or service we are about to purchase. We should shop around, compare offers and conditions of sale. In other words, we must make sure that our buying decision is well-informed.

## What if it is the seller who does not honour the sales agreement?

When the seller is unable to provide us with the product or service ordered, or if the agreed delivery date cannot be honoured, we can opt to cancel the sales agreement and request full refund.

WE MAY ALSO OPT FOR A REFUND WHEN THE GOODS ORDERED ARE DELIVERED DAMAGED AND CANNOT BE REPLACED WITHOUT CAUSING US A SIGNIFICANT INCONVENIENCE.

This reiterates the importance of having the details of the sales agreement clearly written down. Such document may be used as proof that the original agreement has not been honoured and hence supports our claim for refund.

## Dispute with trader

In case of disputes with traders about deposits paid, consumers may seek the assistance of the Office for Consumer Affairs to verify what rights they have at law and to be provided with assistance in dealing with traders when their legal rights are breached.

# WARNINGS ABOUT DANGEROUS PRODUCTS

In the past year the Market Surveillance Directorate within the MCCA has been active in the enforcement of product safety legislation. The directorate is responsible to enforce legislation pertaining the safety of several different product categories. Products such as electrical appliances, cosmetics, detergents, machinery, lifts, toys and child care articles amongst others are routinely investigated by the directorate.

The directorate has several tools by which potential unsafe products are identified on the Maltese market. One of these tools is inspections. Inspecting the local market by visiting local or online shops provides information on the products currently available for sale. Information is gathered through administrative checks and testing, where markings and literature accompanying the products are monitored.

During testing, products are sent to laboratories where several physical tests are conducted to determine if they pose a risk to consumers or not. To supplement tests done, the directorate takes part in Joint Actions with other European countries where the European Commission helps financially.

Another tool used by the directorate is consumer complaints. Consumers that might have encountered a potentially unsafe product can alert the directorate by calling on 8007 4400 or by filling in the Flag a Concern Form on the MCCA website <https://mccaa.org.mt/>.

The directorate can also identify unsafe products through customs co-operations. Customs officers are trained by the directorate to identify non-compliantly labelled products. Once these products are identified, information is sent to the directorate by customs where investigation on the safety aspect of these products is conducted.

Due to the higher vulnerability of children, a higher priority is given to toys and child care products. A number of such products were removed from the market by the directorate in 2019. More information about these products can be found in the Safety Gate section on the European Commission's website: [ec.europa.eu](https://ec.europa.eu).



This Baby Go changing unit is not strong enough and could collapse under the child's weight. Moreover, there is a pocket on the outside of the cot. A small child could introduce its head in the pocket and get trapped, leading to suffocation.



This Infantino baby carrier's straps are not strong enough and can break causing the baby to fall out. Furthermore, this product does not comply with the relevant European Standard EN 13209.



This squeezable toy has a choking hazard. Its small LED light can be easily removed from the product, either by using a finger nail or teeth. A small child may put the small part in the mouth and risk choking.



This toy mobile phone's button batteries are easily accessible as the battery compartment is not secured. A small child may remove these batteries and put them in the mouth which could cause choking or damage the child's gastrointestinal tract if swallowed.

# CONSUMER CLAIMS TRIBUNAL

## FAULTY WRIST WATCH

### Facts of the Case

A consumer bought a wrist watch for the price of €1,000 as a gift for her husband. The following day it was noticed that the watch was not functioning well. For this reason, the consumer returned the watch to the trader, who after examining it stated that one of its sides was not sealed well. The consumer took back the repaired watch but a few days later the husband realised that the watch was still not functioning well. The watch was continually adjusted with other watches to monitor its function and it was confirmed that it was faulty.

The watch was once again returned to the seller who kept it for fifteen days. Following this period, the consumers were informed by the company's technician that there was nothing wrong with the watch. However, when the consumer wore the watch again it was not indicating the correct time. For the third time the watch was returned to the trader who admitted that it was defective, and all its mechanism needed to be replaced. The consumer refused the proposed repairs on the grounds that she can rightfully claim a new watch or a full refund.



At this point the consumer was informed that the watch was no longer in production and since it could not be replaced the consumer was offered a credit note. The consumer refused and insisted on a refund. Since the seller refused the consumer's request, a complaint was lodged with the Office for Consumer Affairs where the procedures for conciliation were initiated. Unfortunately, the seller insisted that he was not willing to give a cash refund and that he was acting according to the terms and conditions of the commercial guarantee. Since no amicable agreement was reached, the case was submitted to the Consumer Claims Tribunal.

### The Consumer Claims Tribunal's considerations

- The Tribunal noticed that there were no objections from the trader on the facts of the case. The trader believed that once watch could not be replaced, as per guarantee he was only duty-bound to issue a credit note.
- The guarantee referred to was never exhibited by the trader. However, the fact remained that the

watch had a latent defect and was thus not fit for purpose. For this reason, the consumer can rightfully request to rescind the contract.

- When selling products to consumers, the trader is obliged to sell products in good condition, without defects and to guarantee the product according to law. On the other hand, consumers are obliged to pay the agreed price and to take possession of the product.
- In this case the consumer acted according to the law but the trader did not abide with the law and supplied the consumer with a defective good which was not fit for purpose. The argument brought up by the trader about issuing a credit note is not according to law. The buyer can refuse this offer and request to rescind the contract and ask for refund of the money paid. The other option of replacing the mechanism of the watch is also not in conformity with the law. The consumer paid €1,000 for the watch and replacing the mechanism will diminish considerably its value.

**FOR THE REASONS QUOTED ABOVE, THE TRIBUNAL'S ARBITER DECIDED THAT THE CONSUMER SHOULD BE REFUNDED ALL THE MONEY PAID FOR THE WATCH.**

The Arbiter in his decision made a distinction between the commercial guarantee given voluntarily by the trader to the consumer and the guarantee that protects consumers from latent defects as stipulated in the Consumer Affairs Act. The Arbiter applied the legal guarantee as it proved to be more beneficial to the consumer, hence granting money refund instead of a credit note.



# ENHANCING CUSTOMER SATISFACTION



Citizens, economic operators and customers of the MCCA have every right to expect to be provided with a high-quality service. The Public Administration Act defines behavioural expectations for the Authority, namely that:

- Decisions taken are expected to be made fairly, impartially and in a timely manner;
- Actual or potential users expect the Authority to comply with the letter and the spirit of the law;
- Services delivered are expected to be efficient, fair and transparent;
- Public equipment and property are expected to be used and cared for responsibly;
- Public funds are expected to be used wisely; and
- Employees of the Authority are expected to behave ethically and be competent, loyal, honest, fair, efficient, conscientious and courteous.

The MCCA established, implemented, maintains and continually improves a quality management system to ensure that the expectations are satisfied. International standards are applied and integrated into the operations of the Authority to enhance customer satisfaction and provide services that consistently meet applicable requirements, including the expectations defined in the Public Administration Act.

## THE QUALITY MANAGEMENT SYSTEM OF THE AUTHORITY IS BASED ON THE PRINCIPLES OF CUSTOMER FOCUS, LEADERSHIP, ENGAGEMENT OF PEOPLE, PROCESS APPROACH, IMPROVEMENT, EVIDENCE-BASED DECISION MAKING AND RELATIONSHIP MANAGEMENT.

Independent third-party bodies officially recognise the effectiveness and sustainability of the system adopted by the MCCA. Work undertaken by the Authority for the attainment and maintenance of well-functioning markets is strengthened by the internationally recognised system for the benefit of consumers and economic operators.

# EU QUALITY FOOD PRODUCTS

The European Union (EU) initiated the current schemes for quality agriculture and food products with the required legislation in 1992, with the first products registered in 1996. The voluntary quality schemes protect the name of the product and give added value and prestige to such products and in addition provide consumers with further choice at point of purchase.

geographical area from which the product originates. The schemes also provide traditional knowledge in the process of manufacture.

At the moment there is an application for the product name 'Ġbejna' to be recognised as a PDO that is being coordinated by the Technical Regulations Division of the Malta Competition and Consumer Affairs Authority (MCCA). The stakeholders (producers and manufacturers) are currently finalising the application in order for it to be sent to the European Commission's DG Agriculture and Rural Development to start the process of protecting the first ever EU recognised quality food product originating from Malta, though there have already been two successful PDO wines and one PGI wine in 2009.

The 'Ġbejna' PDO application gives the specifications of the product as being made from, amongst other ingredients, raw (unpasteurised) milk, that is processed and dried in the specific and traditional Maltese method. If the application is accepted by the EU, including the European Commission and the other Member States, then only the traditional product as described and defined in the application would be able to be retailed and sold as 'Ġbejna' and this will increase not only the perceived but intrinsic value of the product as with all the EU recognised quality food products. This gives more choice to consumers to choose from a wider range of quality products.

## THE EU REGISTERED QUALITY FOOD PRODUCTS ARE NOT ONLY SAFE AND FOLLOW ALL THE HYGIENE RULES AND FOOD REGULATIONS AS REQUIRED BY THE EU, BUT GO BEYOND THOSE REQUISITES IN TERMS OF QUALITY.

The three EU quality schemes are the 'Protected Designation of Origin' (PDO), the 'Protected Geographical Indication' (PGI) and the 'Traditional Speciality Guaranteed' (TSG). All three schemes give the traditional origin of such products and relate it to the



Quality mark for PDO food products



Quality mark for PGI food products



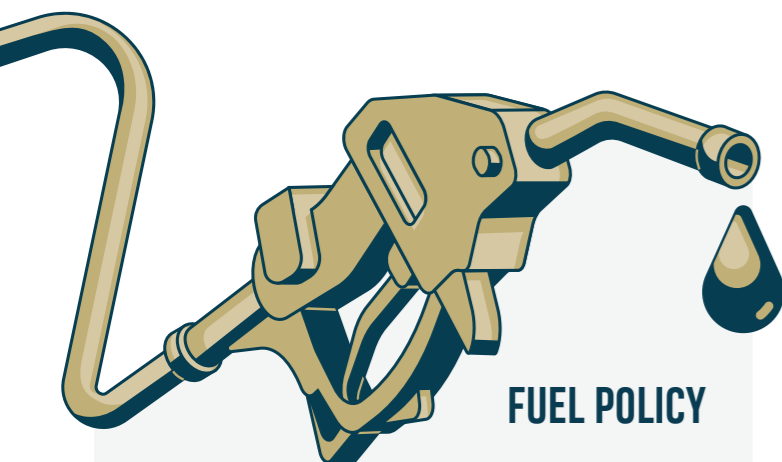
Quality mark for TSG food products



# CAR RENTAL TIPS FOR CONSUMERS

The option of renting a car when abroad is becoming more popular. Prior to purchase such service, consumers should shop around and look for the best deals that suit their needs. When looking up these services online, consumers must keep in mind that online prices usually display just the basic car rental price, which does not include any extras. Thus, it would be wise to check the terms and conditions of the booking before confirming it. Consumers are also advised to check the customers' reviews of the car rental company.

Normally, car hire companies provide the terms and conditions on their website. If the terms and conditions are not available online, then this should raise an alert.

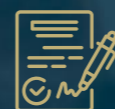
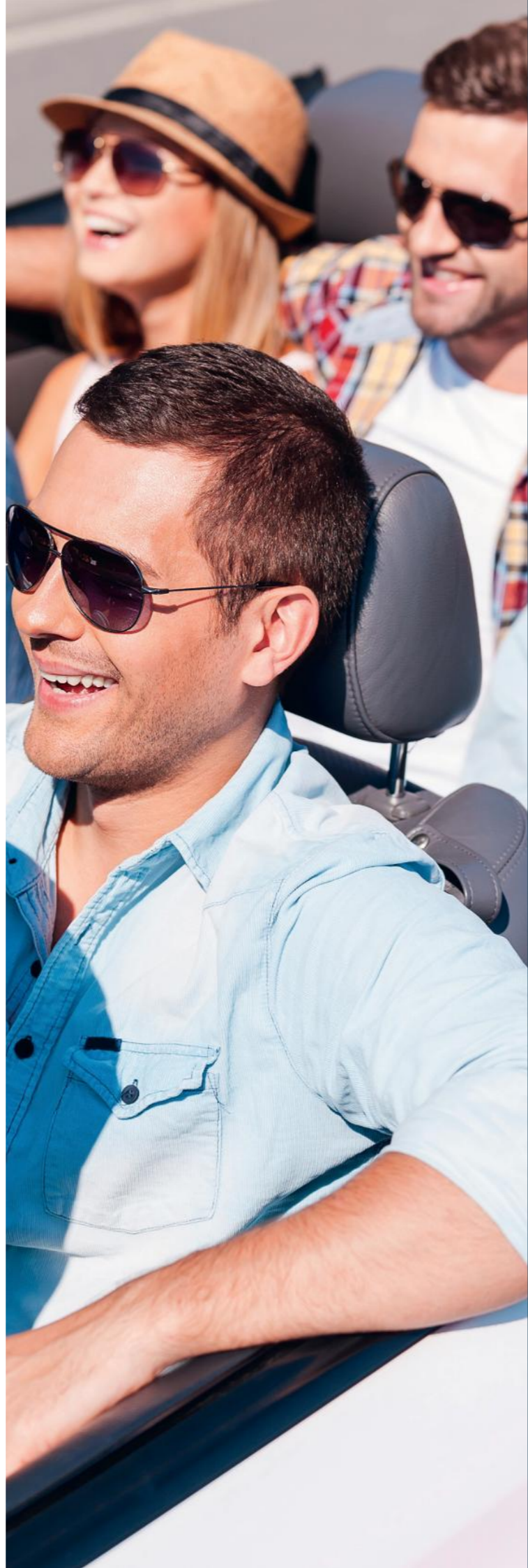


## FUEL POLICY

Usually, there are two types of fuel policies:

- 1 Collect full, return empty policy: which means that if there is any remaining fuel in the car's fuel tank, the consumer would not be reimbursed for it.
- 2 Collect full, return full policy: this means that the car rental company will fill the car with a full tank of fuel which must then be returned with the same amount of fuel. If the customer fails to comply with such policy, a fee will be charged by the car rental company.

**It would be best if a photo of the fuel gauge is taken before leaving with the car and again before returning it back, as means of proof.**



## Car Rental Contract

The proposed car-rental contract should be carefully read before confirming the booking and again before collecting the car. In case of disputes, the contract is the document that provides proof of original agreement. Hence, if there are any issues with the terms and conditions these should be cleared before agreeing to the contract. If the original contract is amended, it is important that changes are done in writing.



## Insurance

Certain car rental companies also ask consumers to sign a damage list through which consumers give their consent about the prices to be charged in case of damage. In any case, traders should not charge more than the insurance excess fee, thus it is highly recommended that consumers purchase a fully comprehensive insurance, in order to be covered from any mishaps.

Consumers may choose to purchase the insurance directly from the trader or from a third party. Should they choose the latter option, they must make sure they do not inadvertently buy an additional insurance policy upon confirming the car rental booking. It is also important that they present a copy of the insurance documents upon collecting the car in case the car hire representative tries to pressure them to buy an additional cover.



## Car Collection

Before collecting the car, an inspection check with the car-rental representative is crucial. Photos should also be taken as proof of the initial condition of the car. Should the car have any defects, these should be marked correctly on a special diagram. Consumers are advised to not leave the premises until all defects are noted and the document is signed by both parties.



## During the rental period

Should a problem be encountered during the rental period, the car rental company should be notified immediately. Consumers must not try fixing the rented car without prior consent from the rental company.



## Returning the car

When delivering the car back to the car rental company, the car should be inspected once again with a representative. Its condition should be certified, and photos taken as proof. After the car check, if no damages are found, it is important that consumers ascertain that the car rental company cancels the pre-authorization to debit the credit card. Should the representative fraudulently insist that damage has been made and asks consumers to pay, such payment should be made under protest and in writing.

If for any reason there is no representative, consumers must park the car in the designated area and take photos as evidence that the vehicle was returned in the same condition found during pick up.

The European Consumer Centre Malta (ECC Malta) forms part of the European Consumer Centres' Network (ECC-Net) with offices throughout all European Union Member States. The aim of the ECC-Net is to help with questions consumers may have concerning their activities in the European market. This Network objectives are to make consumers feel more confident whilst shopping throughout the EU as they do in their country of residence.

# PUBLIC WARNING STATEMENTS ISSUED BY MCCA

In the past year, the MCCA published the following public warning statements to inform the general public that these companies did not honour the Consumer Claims Tribunal decisions.

## Mr. Evan Zammit

(29<sup>th</sup> October 2018) who was ordered to pay the consumer the sum of €360 in view of bad membrane work carried out that needed to be re-done.

## NG Racing

(6<sup>th</sup> December 2018) who was ordered to pay the consumer the sum of €350 for a mini-motorcycle that resulted faulty from the beginning.

## Draz's Dinghy Boats, Jetskis and Scooters

(6<sup>th</sup> December 2018) who was ordered to pay €850 to the consumer for a boat engine which resulted faulty and even though repaired still did not function well.

## Justin Buttigieg - Reboot (Gozo)

(9<sup>th</sup> April 2019) who was ordered to pay the consumer the sum of €784 representing the cost the consumer had to pay to fix the faults caused by the computer parts bought from the seller to build a computer for gaming purposes.

## Philip Fenech

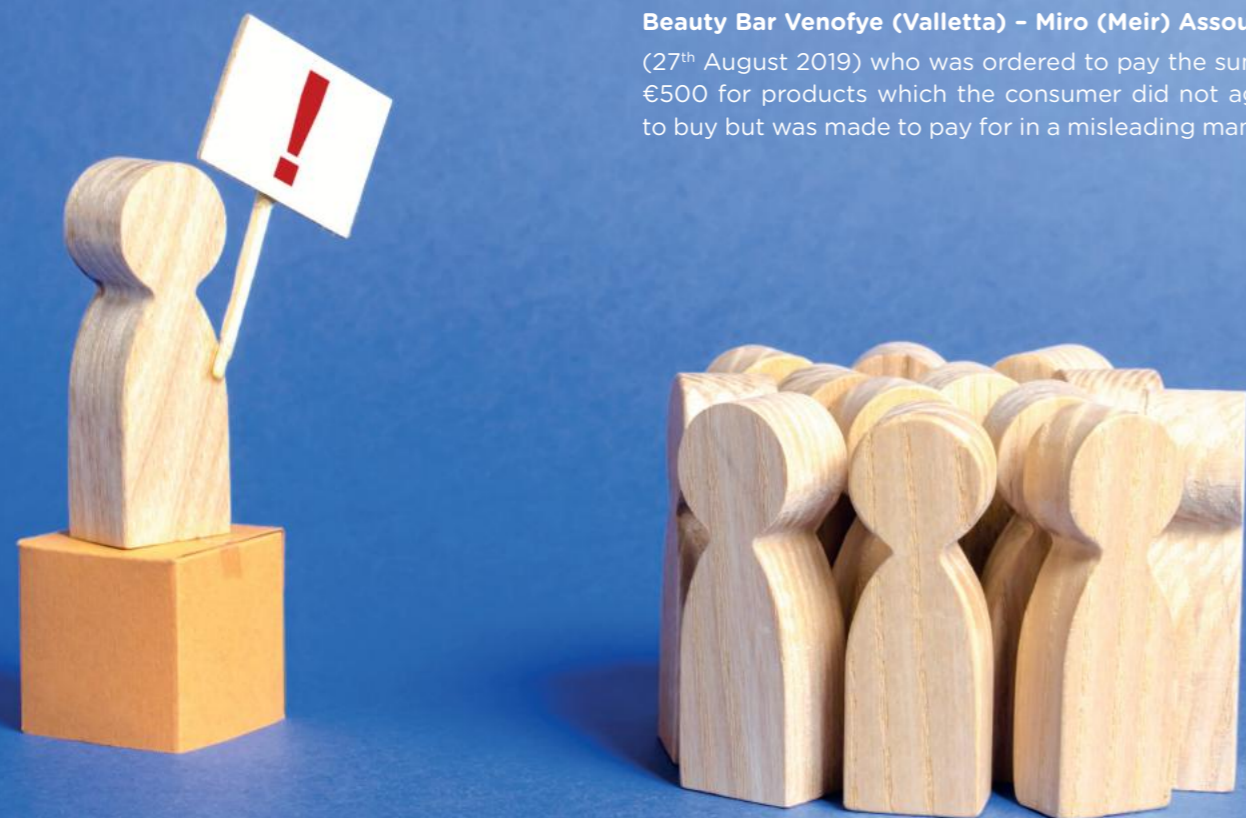
(14<sup>th</sup> May 2019) who was ordered to pay the consumer the sum of €200 for the unfinished work of a balcony and a door.

## Dario Azzopardi - 3 Group

(6<sup>th</sup> August 2019) who was ordered to pay €2,000 to the consumer who bought a machine that produces Bitcoins. The consumer noticed that the machine was making a lot of noise and was consuming a lot of electricity.

## Beauty Bar Venofye (Valletta) - Miro (Meir) Assouline

(27<sup>th</sup> August 2019) who was ordered to pay the sum of €500 for products which the consumer did not agree to buy but was made to pay for in a misleading manner.



# EMPOWERMENT OF EU COMPETITION AUTHORITIES TO ENSURE THE PROPER FUNCTIONING OF THE INTERNAL MARKET

Article 101 of the Treaty on the Functioning of the European Union (TFEU) prohibits cartels and other agreements or practices that could restrict competition, while Article 102 prohibits abusive conduct by dominant companies. These must be applied throughout the European Union to safeguard competition. The Maltese articles equivalent to 101 and 102 are Articles 5 and 9 of the Competition Act.

The European Commission and National Competition Authorities (NCAs) collaborate within the European Competition Network (ECN) on enforcing the Union's competition rules. The ECN has been established for cooperation between European NCAs in cases involving cartels and abuse of dominant position, to ensure consistent application thereof, through a legal structure enforcing EU competition law against companies engaging in cross-border business practices restricting competition.

Directive (EU) 2019/1, which empowers competition authorities to achieve more effective enforcement, must be transposed in Maltese law by 4th February 2021. This Directive sets out rules ensuring that all NCAs have the necessary resources and powers in order to enforce Articles 101 and 102.

This legislation will ensure that businesses are not put at a disadvantage by national competition laws due to inefficient enforcement. This would enable companies to compete more fairly on their merits and grow throughout the single market. Companies would be incentivised to innovate and offer a better range of higher quality products and services that meet consumers' expectations. At the same time, consumers get the same level of protection across Malta and Europe from business practices that keep the prices of goods and services artificially high and enhances their choice of goods and services at affordable prices.



# TRUST YOU SCHEME

The MCCA set up the Trust You scheme to help build good relationships between consumers and traders based on trust. This scheme also encourages and promotes business practices which are beneficial for consumers.

The Trust You scheme is voluntary and open to large and small businesses, to services providers, and also to non-government organisations, that sell products or provide a service to consumers.

Businesses may join this scheme, by filling in an application found in the following link:  
<https://forms.mcca.org.mt/trusty>

Businesses who opt to join the Trust You scheme commit themselves to comply with the Scheme's Code of Conduct. This code represents the whole service/product acquisition cycle.

Once the application is accepted the seller or company will be given a certificate and stickers with the logo of the Trust You scheme. These should be exhibited in a prominent place in the establishment where consumers can see them. Every year the confirmed members of the scheme are given new stickers with the current year.



## ATTARD

Art at Home  
Conimex

## BIRKIRKARA

Artech  
Bata  
Big Ben  
Europharma Medical Centre  
Eurosport  
Gardenia Home Centre  
Landau  
Orsay  
Piazza Italia  
Smart Supermarket  
Vision Opticians

## BIRŻEBBUĠA

Rainbow Stationery  
The Right Spot

## BORMLA

Micallef Stationery

## FGURA

Vision Opticians

## FLORIANA

MSV Life

## HAMRUN

Bedding and Upholstery  
Gauda  
Marchese  
Matthew's Toy Shop  
The Sevens  
Vision Opticians  
Wanna Party

## IKLIN

Scan

## IMĠARR

Snow White Poultry Ltd.

## LUQA

Dimples Pet Shop  
Mario Cauchi Hardware Store  
Matrix

## MARSA

Intercomp

## MARSASCALA

Atlantic Shop  
The Ironmonger

## MELLIEHA

Classic Designs

## MOSTA

C Moda  
Centro Moda  
La Poupee Ladies Fashion  
Mosta Electronic Centre  
PC Wise  
Sands  
VCT  
Crosscraft

## MRIEHEL

Forestals  
Homemate  
Malta International Training Centre  
The Atrium

## PAOLA

Debenhams  
Eurosport  
Lux It Co Ltd.  
M Vintage  
Matrix  
Top Spot  
Crosscraft

## PIETA'

Tescoma

## QORMI

Electro Fix Energy Ltd.  
Elektra  
Pavi  
Vision Opticians  
Crosscraft

## ST. JULIANS

Adidas  
Arkadia Food Store  
Calliope  
Matrix  
Sketchers  
Terranova  
Trioligy

## ST. PAUL'S BAY

Flock Images Co. Ltd.

## SAN ĠWANN

Avantech  
Vee Gee Bee  
Erboristeria Mediterranea  
Telecom  
Menrad Eye Wear  
Refill Planet  
Phonebox

## SANTA VENERA

Chateau d'Ax  
Francis Busuttill & Sons Ltd

## SIGĠIEWI

Die Ecke

## SLIEMA

Adidas  
Bata  
Debenhams  
Gant Lacoste  
M Vintage  
Matrix  
Next  
Next Home  
Oasis  
Sketchers  
Terranova  
Trioligy

## TA' OALI

Nectar Group

## VALLETTA

Alsons  
Anthony Preca Jewellers  
Bata  
Bayleys  
City Jewellers  
Forestals  
Gio Battia Delia  
J. Azzopardi Jewellers  
King Shoe Shop  
Matrix  
Next  
Orsay  
Parfois  
Peacocks  
Vigos  
Zsa Zsa

## VICTORIA - GOZO

Arkadia Food Store  
Bargate Bookshop  
Bata  
Boulevard  
Dominic  
Department Store  
Fashion Dept  
Gauda  
Gozo Art Furnishings  
ICS Ltd  
King Shoe Shop  
Orienta  
Parfois  
Pearl  
Piazza Italia  
Sketchers  
Temprina  
Tutto Casa  
Urban Jungle  
Vassallo Jewellers  
Bondi's  
Springfield  
Spiteri Catering Ltd

## ŻEBBUĠ

Vision Tech

## ŻEJTUN

Debbie's Baby Centre  
Ventura  
Vision Opticians  
Welcome Bargain Shop

## ŻURRIEO

Fairhair Salon



# USEFUL TELEPHONE NUMBERS FOR CONSUMERS



<b>2395 2000</b>	Malta Competition and Consumer Affairs Authority
<b>8007 4400</b>	MCCAA Freephone
<b>2124 2420</b>	Metrology Directorate - MCCA
<b>2149 6016</b>	Laboratory Services Directorate - MCCA
<b>2122 1901</b>	European Consumer Centre Malta
<b>2123 9091</b>	Consumer's Association
<b>2148 8391</b>	Consumer Rights' Association
<b>2122 7070</b>	Consumer Claims Tribunal
<b>2395 2000</b>	Information about Medicine Prices
<b>2395 2000</b>	Information about Product Safety
<b>2343 9000</b>	Medicines Authority
<b>2124 7677</b>	Occupational Health and Safety Authority (OHSA)
<b>8007 4924</b>	Malta Financial Services Authority
<b>2122 2203</b>	Malta Transport Authority
<b>2290 0000</b>	Malta Planning Authority
<b>2292 3500</b>	Malta Environment and Resources Authority
<b>2133 6840</b>	Malta Communications Authority
<b>2122 0720</b>	Malta Resources Authority
<b>2546 9000</b>	Malta Lotteries and Gaming Authority
<b>2291 5000</b>	Malta Tourism Authority
<b>2122 1281</b>	Broadcasting Authority
<b>8007 2232</b>	Housing Authority
<b>8007 2222</b>	ARMS Ltd
<b>2122 2000</b>	Malta Public Transport
<b>2133 7333</b>	Directorate for Environmental Health
<b>2296 2296</b>	Inland Revenue Department

<b>2124 2270</b>	Commerce Division
<b>2156 1622</b>	Gozo Channel Co Ltd
<b>2132 0202</b>	Traffic Accident (Local Wardens)
<b>2295 5000</b>	Regulator for Energy and Water Services
<b>8007 2224</b>	Enemalta Plc
<b>2229 2558</b>	Energy and Water Agency
<b>153</b>	Government Information Service
<b>8007 2200</b>	Wasteserv Malta
<b>2249 4202</b>	Armed Forces of Malta
<b>2545 0000</b>	Mater Dei Hospital
<b>2156 1600</b>	Gozo General Hospital

## WHERE CAN YOU LODGE YOUR COMPLAINT

### Malta Competition and Consumer Affairs Authority

#### MALTA BRANCH

Mizzi House  
National Road, Blata I-Bajda - HMR 9010

8007 4400 / 2395 2000

[www.mccaa.org.mt/home/complaint](http://www.mccaa.org.mt/home/complaint)

#### GOZO BRANCH

St. Elizabeth Street  
Xewkija

### General Public Opening Hours:


#### Summer (16<sup>th</sup> June - 30<sup>th</sup> September):

*Monday to Friday* 08:00 - 12:30

#### Winter (1<sup>st</sup> October - 15<sup>th</sup> June):

*Monday, Tuesday, Thursday and Friday* 08:30 - 12:30

*Wednesday* 08:30 - 16:00



# 112

## EMERGENCY

(Ambulance, Police, Fire Department)