



CONSUMER AFFAIRS

B E R M U D A

Promoting Confident Consumers and Responsible Traders

Consumer Goods & Services

Retail Goods & Services Handbook

TABLE OF CONTENTS

Section		Title	Page
1		Refunds	4
2		Poor Quality of Service	5
	2.1	Realistic Expectations of Customer Service	6
3		What is the Difference Between a Quote and an Estimate	7
	3.1	What is a Quote?	8
	3.2	What is an Estimate?	9
4		Returning and Repairing Damaged Goods	10
	4.1	Seller Is Unreachable	12
	4.2	Declaration of Business Bankruptcy	12
	4.3	How to Register as a Creditor of a Bankrupt Business	13
	4.4	Limited Liability Companies and Priority Creditors	14
5		Warranties and Guarantees	14
	5.1	Making a Claim on Your Warranty	16
	5.2	Relying on Legal Rights vs Relying on a Warranty	17
6		Fraudulent Advertising and Misrepresentation	17
	6.1	Physical Shopping	18
	6.2	Online Shopping	19
7		Purchase of Fake or Counterfeit Goods	20
	7.1	Getting a Refund	21
	7.2	Refusal to Refund	22
8		Delivery Delays	23
	8.1	Seller Responsible for Delivery Delay	23
	8.2	Bermuda Courier Responsible for Delivery Delay	25
	8.3	Failure to Pay Import Duty and Trader CAPs ID	26
9		Accidental Purchase of Stolen Goods	27
	9.1	Return Items to Bermuda Police Service	27
	9.2	Ask for Refund	27
10		Undue Influence and Misleading Statements	28
	10.1	Undue Influence	28
	10.2	Misleading Statements	31
11		Damages Caused by Consumer Services Provided	34
	11.1	Assess the Harm Caused	34
	11.2	Claiming Compensation	35
12		Damage Caused by Consumer Goods Purchased	37
	12.1	Assess the Harm Caused	38
	12.2	Claiming Compensation	39
13		Buyer's Remorse	41
	13.1	Consumer Good Physically Purchased	42
	13.2	Returning a Consumer Good Physically Purchased	43
	13.3	Consumer Good Purchased Online	44
	13.4	Returning a Consumer Good Purchased Online	47

14		Cancelling a Consumer Service	48
	14.1	Cancelling Before the Consumer Services Have Started	48
	14.2	Cancelling While the Consumer Services Are Being Provided	49
15		Buying Second-Hand Consumer Goods	50
	15.1	General Guidance for Purchasing Consumer Goods	51
	15.2	Baby and Children's Goods	52
	15.3	Buying Used House Hold Appliances	53
16		Reading Food Labels	55
17		Making a Complaint	55
	17.1	Contact a Customer Service Representative	56
	17.2	Submitting a Formal Complaint to Retailer	56
	17.3	Submitting a Complaint to Consumer Affairs	58

1. Refunds

Under the Sale of Goods Act 1978 retailers of consumer goods are not legally obligated to provide their customers a refund or replacement item unless it can be shown that the consumer good was **faulty or defective** at the time the consumer good was purchased.

Most providers of consumer goods voluntarily adopt a formal return policy which likely affords their customers additional rights not reflected in the Sale of Goods Act 1978. However, in the **absence of a formal return policy** your ability to return consumer goods and services will be **restricted** to circumstances where you have purchased a faulty or defective good.

Given the limitations of the Sale of Goods Act 1978, a provider of a consumer good that does not have a formal return policy poses a risk for its customers. The absence of a return policy can be very disadvantageous and harmful for consumers that simply wish to return a purchased item because they would like to switch the item for a similar one (i.e. exchange a blue shirt for a red shirt) or have experienced buyer's remorse and would like a full refund (i.e. regret the purchase is its entirety).

Prior to completing the purchase of a consumer good Consumer Affairs advises consumers to consider the following steps:

- Request the commercial enterprise for a copy of their return policy;
- Request the commercial enterprise confirm time limits on returns; and
- Request the commercial enterprise to confirm what needs to be provided as part of the return of a faulty or defective consumer good (i.e. a copy of the invoice, original packaged undamaged).

If you find yourself negotiating the purchase of a consumer good with a retailer who **does not have a formal return and refund policy**, Consumer Affairs advises that you **do not complete the purchase** unless you are absolutely sure you are satisfied with the consumer good.

If you have purchased a faulty consumer good from a retailer that **does not have a formal return and refund policy**, Consumer Affairs advises that you:

- **Immediately** inform the retailer of the faulty or defective consumer good,;
- Provide the retailer with evidence indicating that the consumer good was faulty and/or defective at the time it was purchased; and
- Provide the retailer with evidence that you did not directly contribute towards the fault or defect.

It is this stage Consumer Affairs notes the importance of communicating the fault or defect as soon as possible. If you fail to inform the retailer of the faulty or defective consumer good immediately upon discovery, the passage of time may compromise your ability to request a refund or replacement. If too time passes between discovery of the fault and communication of the fault to the retailer, the retailer may be able to argue that since the purchase of the consumer good you have mishandled or misused the consumer good in such a way that has resulted in the consumer good no longer being operational (i.e. your contributory actions resulted in the fault).

By providing adequate evidence of the consumer good's fault or defectiveness within a reasonable period of time the Sale of Goods Act 1978 entitles you to a full refund, store credit or replacement. It is up to you to decide if you want a repair, a replacement or if you prefer to have your money returned to you or a store credit.

2. Poor Quality of Service

If you have paid for a consumer service (e.g. a haircut, make a wedding cake or provide transportation), the commercial entity providing the consumer service has a legal obligation to exercise reasonable care and skill. If during the course of providing the consumer service, or upon completion of the consumer service, you discover that the commercial entity has failed to exercise reasonable care and skill, Bermuda's consumer protection legislation entitles you to ask the commercial entity to either:

- Provide additional services to amend any observed issues at no additional cost; or
- Ask for a discount to account for the commercial entity failing to exercise reasonable care and skill in delivering the consumer services specifically requested.

Bermuda's consumer protection legislative framework states that, upon discovery of a commercial enterprise failing to exercise reasonable care and skill in providing a consumer service, the default position is to allow the commercial entity provide the consumer service again at no additional cost to the consumer.

Alternatively, depending on the severity of the damage caused due to the poor quality of service it may be worthwhile to negotiate a discount on the original sales price. However, depending on the harm caused by the commercial entity, and the nature of the consumer service provided, it may not be possible to provide the consumer service again due to the fact that:

- It is not possible to provide the service again (i.e. a bad haircut);
- It would take too long to get the service done again (i.e. production and delivery of a new wedding cake on the day of the wedding); or
- It would be very inconvenient for you to get the service done again.

In circumstances where the commercial entity is unable to re-do the consumer services, the default position is for the commercial entity to provide the affected consumer with a full or partial refund of the consumer service.

It is at this stage that Consumer Affairs communicates the necessity to **inspect all consumer services provided** at the time of completion and **exercise caution** when communicating your satisfaction of work performed.

If you inform the provider of a consumer service that you are satisfied with the quality of their consumer services at the time of the completion, you will lose your ability to pursue a claim against the commercial entity in the future if you later discover they failed to exercise reasonable care and skill. Prior to communicating your satisfaction of work performed it may be worthwhile to obtain the opinion of a qualified third party.

2.1 Realistic Expectations of Customer Service

Customer service is comprised of a series of activities before, during and after the purchase of a consumer good or service. This series of activities are intended ensure consumer expectations are met and enhance the quality of the customer's consumer experience.

It is advantageous for a business to provide good customer service because it boosts customer loyalty and attracts new customers. The components of good customer service includes:

Maintaining Prices: Good customer service means that retailers will do what they can to maintain prices. However, because many of Bermuda's commercial businesses import their products there are a number of market conditions that are outside of their control and impact their pricing (i.e. supply shortages, shipping and handling fees, inflation, economic climate and fluctuating exchange rates). Consumer Affairs advises consumers to ask retailers to ask why the prices of their consumer good and/or service have risen and shop around to ensure that they get the best price.

Billing Methods: Retailers set the terms of payment for consumer goods and services available for purchase. While providing invoices with detailed payment terms and other payment reminder notices is considered good customer service, it is the consumer's responsibility to pay for the product within the time period specified by the retailer. Failure to pay for the consumer good or service within the time period specified by the retailer will likely result in late fees and/or debt collection fees if your debt is taken to court for repayment.

Review Terms and Conditions of Contract: While some retailers make a point of going over the key terms and conditions of their service contract with their customers, it is the responsibility of the consumer to read and understand the retailer's service contract before signing/agreeing to the purchase.

Posting Store Policies: Retailers often post their store policies in order to explain their business practices (i.e. return policy, gift certificate expiry dates, etc.). It is the consumer's responsibility to ask a retailer about their operational policies prior to their purchase of a consumer good or service.

Replacement Parts: A business may be required to maintain in stock a certain percentage of replacements by a wholesale manufacturer that have given them a license to be an exclusive distributor. Before purchasing a consumer good, Consumer Affairs advises consumers to ask the retailer about the availability of replacement parts and certified technicians equipped with the expertise to provide after purchase customer service.

Warranties: A retailer may extend a manufacturer's warranty to their customers, or provide a warranty of their own. However, retailers are not obligated to do and in many cases offer limited warranties. Fortunately for consumers, if a consumer good is defective or faulty at the time of purchase, the Sale of Goods Act 2002 obligates retailers to repair, refund or exchange the consumer good. For further guidance on warranties, please see below.

Complaints Handling Process: Consumers benefit from a business having a complaints handling process in place in order to ensure that consumer complaints are handled effectively. If a retailer does not have a complaints handling process, Consumer Affairs advises consumers to provide their complaints in writing. For further guidance on how to file a complaint, please review the Consumer Goods and Services – How to File a Complaint Page.

Labeling Products: Under contract law the price advertised for a consumer good or service is considered an "invitation to treat". If a retailer realizes it has mispriced a consumer good a consumer cannot insist on buying the consumer good at the advertised price. In such an instance the retailer reserves the right to refuse the sale of the consumer good or service. Furthermore, if a retailer sells a consumer good or service at the wrong price (i.e. below market value), the retailer cannot pursue the consumer at a later date and attempt to force them to pay the difference later.

3. What is the Difference between a Quote and an Estimate?

When seeking to purchase a high cost consumer good and/or service (i.e. home renovations, motor vehicle repairs and maintenance), it is common practice for a commercial enterprise to provide, **at the request of a consumer**, a quote or estimate for the costs associated with the providing the requested consumer good and/or service.

The purpose of the quote or estimate is to provide the consumer with a reasonable expectation for the cost of goods and/or services that may be provided. It is important to note that commercial enterprises will likely **charge a fixed fee** to provide either a quote or estimate.

Although obtaining a quote or estimate from a number of prospective commercial entities will result in a consumer having to incur additional costs, Consumer Affairs cannot understate the value a quote/estimate provides as it affords consumers the opportunity to make an informed consumer decision.

By obtaining a quote/estimate from a number of prospective commercial enterprises a consumer is afforded the ability to:

- Assess and compare the historical performance and qualifications of each prospective commercial entity; and
- Determine whether it is necessary to obtain financial support to facilitate the purchase.

The purpose of this section is to communicate the **difference between a quote and estimate** and how they may impact the price that may be charged by a commercial enterprise. As a consumer it is important to note the difference between the two as they have the ability to negatively impact you as a consumer.

3.1 What is a Quote?

A **quote** is a promise from the commercial enterprise to provide a specified consumer good and/or service at a **fixed price**. To ensure that you procure the services of a qualified commercial enterprise at the best available price, Consumer Affairs advises that you seek to obtain written quotes from **at least 3 different commercial enterprises** providing similar consumer goods and/or services.

Although the procurement of a quote may require an upfront fee, in addition to being able to afford consumers the ability make an informed consumer decision, a quote is a **binding agreement** between the consumer and the commercial enterprise.

Whether acceptance of the quote is communicated in writing or orally, once work has commenced by the commercial enterprise it may be implied that consumer acceptance of the commercial enterprise's quote has been communicated.

By obtaining and accepting a quote, consumers are afforded the opportunity to better manage their personal finances and ensure they are not overcharged or subjected to bill shock. By providing a quote to a consumer a commercial enterprise **cannot charge more than the price on their quote unless:**

- The consumer amends their initial instructions and asks for extra work to be performed that is not included in the quote;
- The commercial enterprise informs the consumer that they have to do extra work to complete the quoted work (i.e. due to unforeseen circumstances) and the consumer agrees to pay for the extra work;
- The commercial enterprise made a genuine mistake when writing down or calculating the price (i.e. the quote provided is clearly far below industry standard).

When reviewing a quote provided by a commercial enterprise, Consumer Affairs advises consumers to carefully consider the following key terms which may be specified in the quote:

- A fixed total price;
- A breakdown of all the work to be done and the materials needed;
- Separate costs for each material and part of the work;
- How long the quoted price is valid for; and
- When the quoted price may be subject to revisions (i.e. only if you agree to extra work to be performed)

A quote will specify a fixed price to provide the requested consumer good and/or service. If a commercial enterprise quotes a daily rate, instead of a fixed total price, Consumer Affairs advises that you **do not accept** the quote. By specifying a daily rate the commercial enterprise is not bound to provide the consumer good and/or service within a specified price. A quote with a daily rate creates the consumer risk of the commercial enterprises unnecessarily prolonging the work in order to charge the consumer a higher price.

If a prospective commercial enterprise refuses to provide a fixed price to provide a specified consumer good and/or service, Consumer Affairs advises that you request the prospective commercial enterprise to specify, in writing, the following details:

- How many days the work will take;
- How many hours of work counts as a day;
- What is the billable hour rate for each of the employees expected to complete the work performed;
- What work will each employee on the project be expected to perform;
- When and how the commercial enterprise will communicate the need to complete extra work and how consumer consent must be provided in order to authorize the additional work.

3.2 What is an Estimate?

Unlike a quote, which is a promise from the commercial enterprise to provide a consumer good and/or service at a fixed price, **estimates** are a rough approximation of the cost to complete work at an **unfixed price**. Consequently, estimates are **not legally binding** and afford the commercial enterprise the flexibility to **charge consumers more than the estimated price**.

Consequently, Consumer Affairs has observed that many consumers that obtain estimates, as opposed to quotes, are often faced with **bill shock** (i.e. the price charge far exceeds the price specified in the estimate) and find themselves disadvantaged in trying to obtain additional financing on short notice.

Given the consumer issues commonly experienced with estimates, Consumer Affairs advises consumers to **obtain a quote and not an estimate** and ensure that the language in the quote clearly specifies that the document provided by the commercial enterprise is a quote.

If a commercial enterprise is not willing to provide a quote, and insists on providing estimates, Consumer Affairs recommends that you **do not accept the estimate** and **choose a different commercial enterprise**.

4. Returning and Repairing Damaged Goods

Consumer Affairs appreciates that it is not uncommon for a consumer to purchase a new consumer good to later discover that the item purchased is faulty and/or broken. In such circumstances it is not unreasonable for a consumer to return the consumer good in order to have it replaced, repaired or to obtain a refund on the basis that the consumer good was:

- Not of satisfactory quality (i.e. broken or damaged);
- Not fit for purpose (i.e. faulty or unusable);
- Misleading advertising (i.e. not what was advertised or doesn't match the seller's description)

If you find yourself having purchased a damaged or faulty good, Consumer Affairs advises that you review the return policy that was provided **at the time** you purchased the consumer good and/or service. Consumer Affairs cannot understate the importance of being familiar with the terms and conditions of the return policy of the commercial enterprise you purchased the consumer good and/or service from.

It is not uncommon for return policies to stipulate limitations (i.e. item must be returned within 30 days of purchase) that dictate when you may be able to obtain compensation and the kind of compensation you may be entitled to (i.e. store credit or replacement).

It is important to note that if a commercial enterprise **does not** have a return policy the Sale of Goods Act 1978 creates an obligation on the seller of commercial goods to ensure that their consumer goods are of satisfactory quality. For clarity, the criteria that are considered when determining whether a consumer good is of the satisfactory quality includes:

- The state and condition of the consumer good (i.e. appearance and finish);
- Whether the consumer good is fit for purpose;
- Whether the consumer good is free from minor defects;
- Whether the consumer good is safe for use; or
- Whether the consumer good is durable with respect to industry standards.

A commercial enterprise's failure to ensure that a consumer good is of satisfactory quality amounts to what is considered a **breach of warranty**. A consumer that has been subjected to a breach of warranty may be entitled to a refund or reimbursement for the purchase price of the consumer good or a replacement.

However, there may be circumstances where a **consumer's ability to rely** on the Sale of Goods Act 1978 may be **restricted**. A consumer will be unable to rely on the Sale of Goods Act 1978 if:

- At the time the consumer good was purchased, the commercial enterprise brought it to the attention of the consumer that the consumer good being purchased was damaged and/or faulty;
- At the time the consumer good was purchased, the consumer conducted an examination of the consumer good and did not identify any faults or damages that would be revealed following an examination of the consumer good;
- The consumer good was damaged by wear and tear, an accident or misuse following the purchase of the consumer good; or
- The passage of time renders it impossible to evidence that the consumer good or purchase was faulty or broken at the time of purchase (i.e. 31+ days after the purchase of the consumer good).

Additionally, Consumer Affairs appreciates that there are also circumstances where a consumer may want to return a consumer good as they may have changed their mind immediately following purchase (i.e. buyer's remorse).

If there is nothing wrong with the consumer good and you have changed your mind, you might be able to return it if you act within a reasonable period of time. Much like returning a damaged or faulty consumer good, it is advised that you familiarize yourself with the terms and conditions of the return policy of the commercial enterprise you purchased the consumer good from.

It is not uncommon for return policies to stipulate limitations (i.e. item must be returned within 30 days of purchase) that dictate when you may be able to obtain compensation and the kind of compensation you may be entitled to (i.e. store credit or replacement). If the commercial enterprise **does not have a formal return policy**, you may rely on the Sale of Goods Act 1978 to return a faulty and/or damaged consumer good so long as you do so within a reasonable period of time following purchase of the consumer good. Failure to act within a reasonable period of time will compromise your ability to return your consumer good.

Having covered the legal rights you may be able to rely upon when seeking to return a consumer good, the purpose of the remainder of this section is to: (i) discuss how to return a consumer good to a business that has become unreachable; (ii) how to confirm if a business is declared bankrupt; (iii) how to register a claim against a bankrupt business; and (iv) the impact of limited liability companies and priority creditors.

4.1 Seller Is Unreachable

Consumer Affairs recognizes that when trying to return a consumer good consumers may find the commercial enterprise that sold them the consumer good is no longer reachable (i.e. not answering phones calls and/or not responding to e-mails).

The reason for being uncontactable may be due to the commercial enterprise no longer operating (i.e. cease operations) or operating in accordance with social distancing mandates which impact their operational capacity (i.e. work from home initiatives impact the ability for customer service representatives to answer phone calls and/or respond to e-mails).

In either circumstance it is important to know that there are several ways to try to contact the commercial enterprise in order to return a consumer good and obtain adequate compensation (i.e. a refund, replacement consumer good, store credit). Consumer Affairs advises that you if you do not receive a response to a phone call or e-mail that you **visit the physical location** of the company (i.e. visit their office or shop) and ask to speak to a customer service representative to discuss your matter and what has happened so far.

Following your conversation with a customer service representative, Consumer Affairs advises that you send the commercial enterprise a **follow-up letter** outlining what was discussed with the customer service representative. Depending on the circumstances the commercial enterprise will likely contact you to discuss next steps (i.e. return of consumer good and compensation).

If upon visiting the physical location of the commercial enterprise you discover that it **appears that the business is no longer operating** (i.e. closed sign on the window each time you visit the store location), Consumer Affairs recommends that you confirm whether the business has ceased operations by declaring bankruptcy.

4.2 Declaration of Business Bankruptcy

In order to confirm whether an uncontactable business has declared themselves bankrupt Consumer Affairs advises that you consider conducting a company search to determine whether their company's registration status reflects bankruptcy.

In order to conduct an effective company search, you will need to consider the legal nature of the company (i.e. limited liability company, sole proprietor/trader, partnership):

- **Limited liability company:** conduct a name search of the business on the Registrar of Companies website as their bankruptcy status should be disclosed; or
- **Sole proprietor/trader or partnership:** conduct a name search of the name of the business and owners of the business on the Insolvency Register.

When conducting your company search it is important to remember that the disclosure of a bankruptcy application can take a few weeks before being disclosed on these government registers.

4.3 How to Register as a Creditor of a Bankrupt Business

If it is discovered that the seller has gone out of business (i.e. has declared bankruptcy), it is advised that you **contact the Supreme Court of Bermuda** and request the **contact details of the administrator or receiver** (i.e. the person who is dealing with settling the trader's debts) as you will need this information if you intend to make a claim against the business.

By registering a claim against the bankrupt business you may be able to get back the money spent on the consumer good you wish to return. When contacting the administrator or receiver, Consumer Affairs advises that you provide the administrator with:

- A fully comprehensive explanation of your matter (i.e. the consumer good and/or service purchased, what you are seeking for compensation and when you are expecting compensation);
- Your contact details; and
- Evidence in support of your claim (i.e. copy of the invoice of purchase, pictures reflecting fault or damage);
- Contact details for your lawyer if you have obtained independent legal counsel.

If you are seeking to return a faulty or damaged consumer good, **prior to registering a claim** against the bankrupt business for the repair or replacement of the faulty good, Consumer Affairs advises that you consider contacting the manufacturer of the consumer good.

When contacting the manufacturer of the consumer good it is recommended that you request the manufacturer to honor the warranty provided by the bankrupt business at the time of the purchase of the faulty/damaged consumer good.

If the manufacturer of the consumer good decides to honor the warranty it is likely that you will have to **incur shipping costs** in order to return the faulty/damaged consumer good to the manufacturer and for the delivery of the replacement consumer good. In this instance you may want to submit a registered claim against the bankrupt business to recover the shipping costs.

4.4 Limited Liability Companies and Priority Creditors

If a commercial enterprise has ceased operations there is **no guarantee you will receive adequate compensation**; even if you register a claim against the bankrupt business.

If the commercial enterprise is a **limited liability company** (i.e. ltd. is at the end of their business name), and they have declared bankruptcy you will be unable to make a claim against the owners of the limited liability business. Under company law a limited liability is considered a separate legal person from the owners of the company; therefor rendering the **owners of the limited liability company free from liability** of the company's debts.

If the commercial enterprise is a **sole proprietor or partnership** and has been declared bankrupt, you will be able to make a claim against the owners of the business. Under company law a sole proprietorship or partnership is not considered a separate legal person from the owners of the company; therefor rendering **the owners of the sole proprietorship or partnership personally liable for the debts of the company**.

Additionally, your ability to obtain compensation will be influenced by whether the bankrupt business has any **registered priority creditors**. A priority creditor is a business entity or person who has "first bite of the apple" in the event that their debtor is declared bankrupt or defaults on a loan.

If the bankrupt business has a priority creditor (i.e. a bank which has a mortgage over the home of the owner of the business, a business loan secured through business assets, or a personal guarantee of the business owner), each priority creditor will be granted access to the business and the owner's assets in order to recover monies owed.

Once the priority creditors have been afforded the opportunity to enforce the form of security held by them, non-priority creditors (i.e. consumers) will then be afforded the ability to force the sale of any remaining assets. Unfortunately, if the priority creditors **sell all assets** owned by the business and/or owner, this will result in the non-priority creditors being left with no legal recourse as there will be nothing left to sell (i.e. cannot squeeze blood out of a stone).

5. Warranties and Guarantees

Consumer Affairs recognizes the value in "Buy Bermuda" as many commercial enterprises offering consumer goods and services are afforded the ability to extend a warranty to their customers. Commercial enterprises offering warranties in Bermuda typically do so on the basis that they have:

- Entered into an exclusive distributorship license with the manufacturer to provide the consumer good and/or service in Bermuda; and/or
- Their employees have the necessary qualifications and experience necessary to provide after care services that would otherwise be made available through a manufacturer's warranty.

The existence of a valid consumer warranty cannot be understated as **a warranty acts as a guarantee of quality** for consumer goods and services purchased. In addition to ensuring that you are protected from purchasing a faulty or damaged consumer good, warranties and guarantees supplement your legal rights currently outlined in Bermuda's consumer protection legislative framework.

Consumer Affairs has observed that the consumer rights typically outlined in a warranty affords consumers a higher level of protection not currently outlined in Bermuda's consumer protection legislative framework; **so long as the consumer does not act in contravention of the warranty.**

It is at this stage Consumer Affairs advises that when you are considering the purchase of a high-cost item (i.e. appliances, electronic equipment, computers, tools, and motor vehicles) you consider:

- The value in purchasing of a warranty, if not included in the sales price; and
- Carefully review the terms and conditions of the warranty.

Although the terms and conditions outlined in each warranty differ, Consumer Affairs advises that you consider the following guidelines to ensure that you do not act in such a way that voids your warranty:

- **Buying abroad:** Consider that if a product leaves the country of sale (i.e. purchased a laptop or mobile phone overseas) the warranty may be declared null and void or you may have to be in the country of purchase to make a claim on your warranty;
- **Read the Fine Print:** Check what the warranty covers and for how long as your warranty may only cover periodic maintenance work, replacement of faulty parts for up to 5 years after purchase;
- **Warranty Registration:** For warranty registration cards make sure that the seller has filled in details of the purchase, otherwise the card might not be valid. If you sell the consumer good during the warranty period, you may have to up-date the warranty registration details in order to reflect the purchaser of the consumer good.
- **Supporting Documentation:** Make sure you keep all supporting sales documentation supplied with the purchased of the consumer goods as the supporting sales document will like provide information on how to effectively maintain the consumer good and how to make a claim under the warranty.

Under contract law, if your warranty is unclear and uses confusing language it may be argued that the warranty was drafted in such a way to make it very difficult to submit a claim. In such a circumstance the warranty and purchase of the consumer good will likely be considered void as it may be argued that you purchased the consumer good in reliance of the warranty.

In addition to failing to satisfy the basic principles of contract law (i.e. the terms of the contract must be clear and use plain language), the use of complicated and/or confusing language is considered an “unfair trade practice”. If you find yourself considering the purchase of a consumer good, and are **uncomfortable with the language of the warranty** provided, Consumer Affairs advises that you **do not** complete the sale and instead consider an alternative provider.

The following sections are intended to provide guidance on the common consumer issues faced when making a claim against a warranty.

5.1 Making a Claim on Your Warranty

When making a claim on your consumer warranty Consumer Affairs that you first read the terms and conditions of the warranty (i.e. read the fine print) as the warranty will likely include language that will dictate whether you can make a claim or not. For example, only the person who bought the consumer good and is named on the warranty can make a claim; unless your warranty or guarantee uses the phrase ‘**third party rights**’.

Consumer Affairs cannot understate the importance in reviewing the terms and conditions of the warranty, especially if you bought the consumer good second hand (i.e. purchased a used motor vehicle within the warrant period), or were given the consumer good as a gift (i.e. your parent purchased a new motor vehicle for your birthday).

In addition to reviewing the terms and conditions, and more specifically the **time limit** of the warranty (i.e. when the warranty or guarantee expires), Consumer Affairs advises that you confirm whether you will have to pay **postage, packing and transportation** costs if you have to send a consumer good to an overseas commercial entity.

After you have reviewed the terms and conditions of your consumer warranty, when you make a claim you will usually need to provide the commercial entity that sold you the consumer good the following information:

- Proof of purchase (i.e. a receipt showing where and when you bought the consumer good);
- Details of what the problem is; and
- A photocopy of the warranty or guarantee

5.2 Relying on Legal Rights vs Relying on a Warranty

Depending on the timing of when you decide to return a consumer good, or seek to have a consumer good repaired or replaced, you **may or may not be able to rely on your consumer warranty**. Additionally, the type of fault or damage to the consumer good will also likely influence whether you can rely on your warranty.

As a consumer is important that you to check the terms and conditions of your consumer warranty or guarantee in order to be aware of how to make a claim and the time period within which you may make a claim. The warranty or guarantee could be on your receipt, in an email or given to you as a separate leaflet. The paperwork may, but is not limited to, the following:

- How long the warranty or guarantee lasts for;
- What you're entitled to, e.g. a refund, repair or replacement

If you can't find the guarantee or warranty, contact the commercial enterprise that sold you the consumer good and ask if they have a copy or the manufacturer's contact details. In circumstances where you **cannot rely** on a warranty (i.e. faulty repair work was performed on your motor vehicle outside of the warranty), you will instead have to rely on your consumer rights outlined under:

- The Consumer Protection Act 1999;
- The Sale of Goods Act 1978; and
- The Supply of Services (Implied Terms) Act 2003.

For further guidance on your consumer rights outlined in Bermuda's consumer protection legislative framework please refer to the Legislation - Consumer Goods and Services page on the Consumer Affairs website.

6. Fraudulent Advertising and Misrepresentation

Consumer Affairs recognizes that there may be circumstances where a consumer may be subjected to fraudulent or misleading sales practices in order to manipulate them into purchasing a consumer good or service.

Under the Consumer Protection Act 1999, misleading and fraudulent advertising is considered an "unfair trade practices" and those commercial entities found participating in "unfair trade practices" may be subjected to financial penalties and/or imprisonment.

The purpose of this section is to identify circumstances where fraudulent or misleading advertising may arise and provide consumers with guidance on how to circumvent the consumer risks associated with such commercial activities.

6.1 Physical Shopping

If when physically visiting a store you are subjected to misleading or fraudulent advertising, your legal rights as a consumer will depend on whether you **have or have not paid** for the consumer good or service.

If **at the time you are purchasing** a consumer good or service you discover that the consumer good or service has been mislabeled with an **incorrect price tag** that is lower than market value, or a **descriptive label incorrectly describing the features** of the consumer good (i.e. a label describes a pair of headphones as being water proof when they are not), you will **not likely** be able to:

- Rely on the incorrect price, if it is lower than market value; or
- Obtain a discount on the basis that the features of the consumer good were misrepresented

Although it may be argued that the consumer good or service was deliberately mislabeled in order to persuade a consumer to purchase a consumer good they would not have otherwise considered, it may also be argued that the mislabeling was accidental. The burden of proof to prove that a mislabeled consumer good amounts to an “unfair trade practice” is very high and ultimately hard to prove absent supporting information.

In the case of a consumer good or service being mislabeled with a price that is lower than market value, although you will not be able to oblige the commercial enterprise to honor the lower price you could still try asking the seller to honor the advertised price.

If **after you purchase** a consumer good or service you discover that the consumer good or service was mislabeled with an **incorrect price tag** that is **lower than market value**, or the seller discovers that they sold the consumer good or service below market value, you are **not obligated to** return the consumer good and receive a refund.

If you entered into negotiations with the seller where it was agreed that the seller would provide the consumer good or service **significantly below market value** (i.e. the sales price of the consumer good was \$100 and the seller agreed to charge \$10) the seller may have grounds to pursue legal proceedings against you for the difference in value.

In such a circumstance Consumer Affairs advises that you **obtain evidence indicating the seller’s willingness to sell below market value**. Such evidence may include, but is not limited to:

- An adjusted sales invoice indicating the original sales prices and the mutually agreed sales price;

- Written communication between both parties (i.e. e-mail, text messages, etc.); or
- Marketing advertisements indicating a sale on marked items.

Consumer Affairs advises that when you purchase a consumer good or service below market value you keep all marketing materials and/or written communications indicating the seller's acceptance of a discounted sales price. By doing so you will be able to rely on such evidence in the event that the seller decides to pursue legal proceedings in order to claim the difference in value.

If **after you purchase** a consumer good or service you discover that the consumer good or service was mislabeled with an **incorrect price tag** that is **higher than market value** (i.e. the consumer good or service was advertised with a lower sales price), Consumer Affairs recommends that you request a refund for the difference between what you paid and what was advertised. In support of your request, Consumer Affairs recommends that you provide the seller of the consumer good or service with:

- A copy of your invoice indicating the price paid for the consumer good or service; and
- All marketing material and/or sales publications that reflect that seller's advertised sales price for the consumer good or service.

6.2 Online Shopping

Much like when you are physically visiting a store, if you are subjected to misleading or fraudulent advertising when doing online shopping your legal rights as a consumer will depend on whether you **have, or have not entered into a sales 'contract'** with the seller.

Appreciating that when conducting online shopping consumers will not be able to immediately physically acquire the consumer good or service, the **terms and conditions** of the commercial enterprise's **sales agreement** will determine your legal rights. Depending on the commercial enterprises' contractual terms and conditions, as an online consumer your legal rights will likely depend on whether:

- You have paid for the item; and/or
- The seller has shipped the consumer good

Prior to entering into a sales contract with an online retailer (i.e. complete the purchase of the consumer good), Consumer Affairs advises that you carefully review the terms and conditions of the commercial enterprise's sales contract. The **sales contract will be provided prior to being prompted to provide your payment details** (i.e. shipping address, billing address, payment details, etc.).

If upon reviewing the terms and conditions of an online retailer's contractual terms and conditions you find yourself confused or uncomfortable with what is outlined, it is advised that you contact Consumer Affairs for guidance prior to completing the purchase.

If **after entering into a sales contract** with an online retailer you discover that the consumer good or service was mislabeled with an **incorrect price tag** that is **lower than market value**, or the seller discovers that they sold the consumer good or service below market value, you are **not obligated to** return the consumer good and receive a refund.

Additionally, with respect to online sales the online retailer will usually **not be able to declare the sales contract void** if the consumer good has already been shipped. If the online retailer **has not yet shipped** the consumer good in order to void the sales contract the online retailer will need to prove that:

- The incorrect sales price was a genuine and honest mistake; and
- That the incorrect sales price was a mistake that would be clearly evident to any reasonable consumer (i.e. purchased a typically high value item for \$1)

If **after entering a sales contract** you discover that the consumer good or service was mislabeled with an **incorrect price tag** that is **higher than market value**, Consumer Affairs recommends that you request a refund for the difference between what you paid and what was advertised. In support of your request, Consumer Affairs recommends that you provide the online retailer of the consumer good or service with:

- A copy of your invoice indicating the price paid for the consumer good or service; and
- All marketing material and/or sales publications that reflect that seller's advertised sales price for the consumer good or service.

If **you have not entered into a sales contract** (i.e. have not completed the purchase) and the online retailer realizes that their advertised sales price is incorrect, the online retailer has the right to withhold the availability of the consumer good or service until the advertised price is amended to reflect fair market value.

7. Purchase of Fake or Counterfeit Goods

Consumer Affairs recognizes that there may be circumstances where a consumer may be subjected to fraudulent or misleading sales practices which are intended to falsify the authenticity of a consumer good (i.e. knock-off designer clothing).

Under the Consumer Protection Act 1999, misleading and fraudulent advertising is considered an "unfair trade practices" and those commercial entities found participating in "unfair trade practices" may be subjected to financial penalties and/or imprisonment.

The purpose of this section is to identify circumstances where commercial enterprises deliberately misleading consumers into purchasing fake or counterfeit goods and provide consumers with guidance on how to circumvent the consumer risks associated with such commercial activities.

7.1 Getting a Refund

If you find yourself the victim of misleading or fraudulent advertising which lead you to **believe you were purchasing an authentic, high-valued consumer good**, the Consumer Protection Act 1999 obligates the seller of the fake or counterfeit consumer good to provide you with a full refund. However, if you **knowingly** purchased a fake or counterfeit consumer good (i.e. knew you were purchasing a 'knock-off' designer hand bag) you will **not** be entitled to a refund.

If you discover that you have been misled into purchasing a fake or counterfeit consumer good, and wish to obtain a refund, Consumer Affairs advises that you **review the terms and conditions of the seller's return policy** as it is likely you will be obligated to return the consumer good within a reasonable period of time (i.e. return the fake or counterfeit consumer good within 30 days of the date of purchase).

In the **absence of a formal return policy**, the Sale of Goods Act 1978 stipulates that in the event a consumer has been deliberately misinformed of the features of a consumer good, so long as the consumer **requests a refund within a reasonable period of time** (i.e. return the fake or counterfeit consumer good within 30 days of the date of purchase) the **seller is obligated to provide** a refund or replacement consumer good.

In either circumstance (i.e. seller does or does not have a formal return policy), if you **wait too long to return** the fake or counterfeit good (i.e. beyond the return policy's outlined return period, or beyond 30 days), your **ability to request a refund will be compromised** as it may be argued that your failure to act immediately following the discovery of inauthenticity amounts to an acceptance of the quality and condition of the consumer good purchased.

In the instances where a consumer has waited too long to return a fake or counterfeit consumer good, in order to receive a refund from the seller the consumer will likely have to consider the commencement of legal proceedings against the seller. Under the statute of limitations you have up to 6 years from the date of the purchase of the consumer good to commence legal proceedings.

If you elect to pursue legal proceedings against the seller it is important to remain mindful of the fact you have a "burden of proof" to provide evidence that you did not knowingly purchase a counterfeit good. Supporting evidence may include, but is not limited to, the following information:

- That upon inspection of the consumer good, at the time of purchase, it was not evident that the purchased consumer good was fake or counterfeit;
- Proof as to when it was discovered that the consumer good is fake or counterfeit; and
- Proof of inauthenticity (i.e. a formal written statement from the brand manufacturer)

Upon satisfying the burden of proof, the courts may obligate the seller of the fake or counterfeit good to either provide:

- A real version of the consumer good purchase; or
- A full or partial refund if the seller is unable to provide an authentic replacement.

Consumer Affairs cannot understate that **the burden of proof is very high and difficult to satisfy**. Consumer Affairs advises consumers to, **prior purchasing a high-end consumer good**, consider the following steps:

- Conduct a thorough inspection of the high-end consumer good;
- Request a certificate of authenticity from the seller; and
- Request a certificate from the seller which indicates they have entered in an agreement with the brand manufacturer to act as an “official distributor” of the brand.

7.2 Refusal to Refund

In response to a consumer requesting the refund of a fake or counterfeit consumer good, Consumer Affairs has observed that many retailers have attempted to rely on a defense that it should have been plainly obvious to the consumer that the consumer good was inauthentic given the low retail price and industry standard pricing.

It is at this stage that Consumer Affairs directs the attention of the consumer to the advertising and marketing that was used in order to entice them to purchase the fake or counterfeit consumer good.

For example, if the retailer portrayed themselves to consumers as having the exclusive distributor rights to sell authentic, high-end consumer goods, it may be argued that the seller knowingly participated in “unfair trade practices” and would therefore be obligated to provide affected consumers with a refund of the sale price.

Alternatively, if the seller of the fake or counterfeit consumer good does not give any indication that their consumer goods for sale are authentic (i.e. pop-up kiosk at Harbour Nights with very low-priced consumer goods), then the seller would not be obligated to provide a refund.

Although you are not legally obliged to report someone who is found selling fake goods as authentic, Consumer Affairs advises consumers to file a complaint with Consumer Affairs to ensure that other consumers are not misled into accidentally buying fakes from the seller in the future. For further guidance on how to file a complaint, please refer to the Make a Complaint section found below.

8. Delivery Delays

Consumer Affairs understands that there will be instances where a consumer purchases a large consumer good from a commercial entity and requests to have their consumer good delivered to their residential address. In these circumstances it is not uncommon for consumers to experience delays in receipt of delivery of the consumer good.

It is worth noting at this stage that responsibility for the late, or non-delivery, of the consumer good will depend on various factors. Responsibility for delivery will vary depending on whether:

- The seller (i.e. local or international) was assigned the responsibility of delivering the consumer good; or
- The consumer purchased the consumer goods from an international seller and agreed to personally arrange delivery with a Bermuda based courier through an international mailing address.

The purpose of this section is to identify circumstances where consumers may experience delays in the delivery of consumer goods and provide guidance on how to mitigate the associated risks.

8.1 Seller Responsible for Delivery Delay

If you purchased a consumer good and arranged for the seller to deliver the consumer good to your home, and have experienced a delay in delivery, Consumer Affairs advises that you consider the following steps:

- Check the delivery address you gave the seller;
- Check the terms and conditions of the sales contract provided by the seller; and
- Check your account details as it might include instructions for delivery, (e.g. leave items on your porch).

Upon completing the above-mentioned steps, Consumer Affairs advises that you contact the seller and ask to speak to a customer service representative to confirm the status of your delivery order.

Many sellers of consumer goods have their own delivery team to facilitate the transportation of purchased consumer goods to their customers. The seller is **responsible for rectifying any undue delays** in delivery; at no cost to the consumer. Furthermore, if upon the delivery of the consumer good it is discovered that the consumer good was damaged while in transit, or the wrong consumer good was delivered, the **seller is responsible for correcting the harm caused** to the consumer and deliver the correct consumer good purchased at no additional cost.

There are also circumstances where the seller will utilize a third party to act as a courier on their behalf. If the **seller used a courier to deliver** your consumer goods (i.e. international courier such as FedEx, or local courier such as the Bermuda Post Office), **the seller is responsible for delivery** and is obligated to follow-up with the courier to find out what has happened to the delivery of their customer's purchased consumer good.

If the seller claims they have delivered the purchased consumer good to the specified delivery address, or claim they are unaware of the location of the consumer good, Consumer Affairs advises that you contact the seller and request that the seller redeliver the purchased consumer good; **orally and in a follow-up letter**.

As part of the delivery process it is common practice for the delivery agent of the seller, or the appointed courier, to obtain a signature from the recipient of the consumer good at the time of delivery. Prior to requesting redelivery, Consumer Affairs advises that you:

- Talk to any other habitants of the delivery address to confirm whether they have received and signed for the delivery of the consumer good; and
- Review your specified delivery instructions (i.e. drop-off on front porch).

It is important to consider the above factors as they may impact your ability to request redelivery, as the seller may argue that:

- They have proof of delivery (i.e. a signed delivery note); or
- They acted in accordance with the delivery instructions (i.e. the consumer good was stolen off of your front porch).

If upon completing the above steps it is confirmed that the seller has not delivered the purchased good, you will need to **choose a deadline for redelivery**. Consumer Affairs understands that depending on the circumstances redelivery may not be appropriate. As a consumer you **might be able to get a refund** if:

- It was communicated that the delivery date was essential and was not met;
- A delivery date was agreed but wasn't essential, and a second date also was not met; or
- The purchased consumer good was lost or expired while in transit.

If the delivery of a purchased consumer good **must be delivered by a specified date** (i.e. construction materials to complete construction work) Consumer Affairs advises that you **expressly communicate** to the seller that the delivery date is essential and non-negotiable.

Absent express communication of a delivery date being essential, there also circumstances where it may be implied that the delivery date is essential if it is obvious based on the circumstances of the purchase (e.g. a wedding cake that was ordered for the day of a wedding).

8.2 Bermuda Courier Responsible for Delivery Delay

If you purchased a consumer good from an **international seller**, used a Bermuda based courier to deliver goods to Bermuda from an international mailing address, and have experienced a delay in delivery, Consumer Affairs advises that you consider the following steps:

- Check the delivery address you gave the Bermuda based courier;
- Check the terms and conditions of the sales contract provided by the Bermuda based courier; and
- Check your account details with the Bermuda based courier as it might include instructions for delivery, (e.g. leave items on your porch).

By arranging to have a Bermuda based courier facilitate the delivery of the purchased consumer good, the international seller **does not hold any responsibility** for the delay of delivery, or any damages caused to the consumer good while in transit. As a consumer you will be responsible for chasing after the Bermuda courier.

It is at this stage that Consumer Affairs advises that you **carefully review the terms and conditions** when considering the use of a Bermuda based courier; particularly with regards to liability for delays and damages caused while the consumer good in transit.

In many circumstances **Bermuda based couriers will attempt to remove liability** for delivery and insist that their customers **obtain adequate insurance** to cover the risks associated with delivery (i.e. consumer good being damaged while in transit).

If the Bermuda based courier claims they have delivered the purchased consumer good to the specified delivery address, or claim they are unaware of the location of the consumer good, Consumer Affairs advises that you contact the Bermuda based courier and request that the Bermuda based courier redeliver the purchased consumer good; **orally and in a follow-up letter**.

As part of the delivery process it is common practice for the delivery agent of the Bermuda based courier to obtain a signature from the recipient of the consumer good at the time of delivery. Prior to requesting redelivery, Consumer Affairs advises that you:

- Talk to any other habitants of the delivery address to confirm whether they have received and signed for the delivery of the consumer good;
- Review your specified delivery instructions (i.e. drop-off on front porch).

It is important to consider the above factors as they may impact your ability to request redelivery, as the Bermuda based courier may argue that:

- They have proof of delivery (i.e. a signed delivery note); or
- They acted in accordance with the delivery instructions (i.e. the consumer good was stolen off of your front porch).

If upon completing the above steps it is confirmed that the seller has not delivered the purchased good, you will need to **choose a deadline for redelivery**. Consumer Affairs understands that depending on the circumstances redelivery may not be appropriate. As a consumer you **might be able to get a refund** if:

- It was communicated that the delivery date was essential and was not met;
- A delivery date was agreed but wasn't essential, and a second date also was not met; or
- The purchased consumer good was lost in transit.

If the delivery of a purchased consumer good **must be delivered by a specified date** (i.e. construction materials to complete construction work) Consumer Affairs advises that you **expressly communicate** to the Bermuda based courier that the delivery date is essential and non-negotiable.

8.3 Failure to Pay Import Duty and Trader CAPs ID

If you purchased a consumer good from an international seller Consumer Affairs has observed that many delivery delays are directly attributable to consumers failing to pay H.M Customs Duty. In such circumstances consumers will likely discover that, following contacting their seller, that the consumer good has been delivered and is being held by H.M Customs until the associated import duty tax has been paid in full.

In such a circumstance Consumer Affairs advises consumers to contact H.M Customs and request to speak to a customer service representative in order to pay the outstanding import tax. It is likely that H.M Customs will request that you provide their customer service representative with a copy of the purchase invoice in order for the associated import tax to be accurately calculated.

Additionally, Consumer Affairs has observed that consumers have experienced delivery issues when attempting to import consumer goods **absent a Trader Caps ID** issued by H.M Customs. Consumer Affairs advises consumers to, prior to purchasing a consumer good from an overseas seller, obtain a Trader Caps ID from H.M Customs and disclose their Trader Caps ID in the delivery address prior to completing an online transaction.

9. Accidental Purchase of Stolen Goods

Consumer Affairs understands that there will be instances where a consumer **unknowingly** purchases a stolen consumer good. The purpose of this section is to provide guidance on how to mitigate the associated risks associated with purchasing a stolen consumer good and the actionable steps you should take upon discovery.

9.1 Return Items to Bermuda Police Service

As soon as you discover or suspect that you have purchased a stolen consumer good, Consumer Affairs advises that you call the Bermuda Police Service and file a formal report. Upon filing a formal report Consumer Affairs advises that you visit the Bermuda Police Service and physically visit the Bermuda Police Service in order to surrender the stolen consumer good so that it may be relied upon to form a case against the seller.

While in attendance at the Bermuda Police Service you will be provided with a crime reference number and property log number when you hand the item in. The Bermuda Police Service will then try to return the goods to the original owner.

Appreciating that consumers often have to expend personal finances in order to purchase a consumer good, Consumer Affairs advises that you **do not keep the stolen items or return to the stolen item** to the seller.

Consumer Affairs advises that you discuss the possibility of having the harm you have incurred (i.e. the money paid for the stolen good) reflected in the Bermuda Police Service's case so that you may be afforded some measure of legal recourse. This is a worthwhile consideration to discuss with the Bermuda Police Service as depending on the severity of the circumstances, the Bermuda Police Service may request that you withhold filing a civil claim against the seller as doing so may alert the seller of the fact that they may be under an active police investigation.

If you keep the stolen item, or return the stolen item to the seller, and it is brought to the attention of the Bermuda Police Service that you were involved with and willingly handled stolen goods you may be considered an accomplice of the seller and face criminal penalties.

9.2 Ask for a Refund

Consumer Affairs appreciates that there may circumstances be where the seller of a consumer good unknowingly sells a stolen consumer good to a customer. Such a circumstance may occur where a Bermuda based commercial enterprise imports consumer goods for re-sale but is unaware of the fact that the consumer goods were stolen prior to acquisition.

If you find yourself in such a circumstance where you have purchased a stolen consumer good from a reputable commercial enterprise, Consumer Affairs recommends that, in addition to filing a report with the Bermuda Police Service, you discuss with the Bermuda Police Service about the appropriateness of asking the seller for a refund.

Depending on the circumstances, and severity of the circumstances, the Bermuda Police Service may be agreeable to such a proposition as they may be of the view that such a request will not prejudice their investigation.

When requesting the seller for a refund Consumer Affairs advises that you provide the seller with a copy of the crime reference number and property log number to serve as proof that you have handed the stolen item to the police.

If the seller will not provide a full refund for the purchase of the stolen item it is recommended that you contact Consumer Affairs and file a formal complaint. If following the submission of a formal complaint to Consumer Affairs the seller remains unwilling to provide a refund, it is recommended that you commence legal proceedings for the money you have lost.

It is at this stage that Consumer Affairs advises that if you pursue legal proceedings you will likely incur legal fees if you obtain a lawyer and will have to pay court filing fees. Consequently, Consumer Affairs recommends that when you file your claim against the seller that you include any legal fees and court filing fees that you incur as a result of commencing legal proceedings.

10. Undue Influence and Misleading Statements

Consumer Affairs understands that there will be instances where a consumer is pressured by a seller to purchase a consumer good, or a seller partakes in misleading statements, in order to coerce a customer into purchasing a consumer good or service they would not otherwise purchase. The purpose of this section is to provide guidance on how to mitigate the risks associated with undue pressure and misleading statements.

10.1 Undue Influence

As a consumer it is important to be able to identify if and when you have been subjected to undue pressure by a seller of consumer goods and services. Being pressured or bullied into purchasing a consumer good or service is known as “undue influence” and is considered an “unfair trade practice” under the Consumer Protection Act 1999; even if the seller participated in such commercial activities by mistake.

For further clarity, undue influence includes, but is not limited to, the following commercial business practices:

- Entering a potential customer's home and refusing to leave until they buy something;
- Using scare tactics to convince consumers that they need something (e.g. saying that your health would be at risk if you didn't buy the product);
- Telling a customer that they have ordered something they have not, and insisting that they pay for the consumer good or service that has not been provided;
- Constantly contacting potential customers and bullying them into purchasing a consumer good or service; or
- Attempting to use guilt in order to influence potential customers to purchase a consumer good or service (e.g. telling a customer that they will lose their job if they do not purchase the consumer good or service).

10.1.1 Pre-Purchase Guidance

In the event that you think you **are being subjected** to undue influence to purchase a consumer good or service, Consumer Affairs advises that you **do not purchase** the consumer good or service and that you request to speak to a customer service representative. When speaking to the customer representative, it is advised that:

- You clearly explain the events that have transpired (i.e. a sales agent used aggressive behavior to influence your consumer decision);
- Provide supporting documentation and evidence;
- You would like such behavior to be addressed by management; and
- You would like the commercial enterprise to not contact you in the future.

Immediately following your conversation with the customer service representative, it is advised that you **submit a follow-up e-mail** to the commercial enterprise outlining what was discussed with the customer service representative.

If following the conversation with the customer service representative, and submission of a follow-up e-mail, you find yourself again being subjected to undue influence by the commercial entity, Consumer Affairs recommends that you:

- Contact the commercial enterprise and request the contact details for senior management; and
- Submit a formal complaint.

As part of your formal complaint, Consumer Affairs advises that you:

- Clearly outline the events that have transpired;
- Provide supporting documentation and evidence (i.e. copy of the invoice and misleading statements and/or misleading advertising);
- State that you communicated your issue with a customer service representative; and

- Would like the unfair trade practices to stop immediately otherwise you will submit a formal complaint to Consumer Affairs.

If the commercial entity **continues to subject you to undue influence**, following the submission of a formal complaint, it is advised that you **submit a formal complaint to Consumer Affairs**.

Consumer Affairs advises that you **keep a copy of the formal complaint** and all supporting documentation in a safe and secure location so that you may be able to rely on this evidence in the event you elect to pursue legal proceedings. If you require guidance on how to submit a formal complaint to a commercial entity participating in unfair trade practices, please see below.

10.1.2 Post Purchase Guidance

In the event that you think you **have been subjected to undue influence** and have **purchased a consumer good or service as a result** of such commercial activities, Consumer Affairs advises that you contact the commercial enterprise and request to speak to a customer service representative. When speaking to the customer representative, it is advised that:

- You clearly explain the events that have transpired (i.e. a sales agent used aggressive behavior to influence your consumer decision which is considered an “unfair trade practice” under the Consumer Protection Act 1999);
- You would like such behavior to be addressed by management;
- You would like to return the consumer good (if applicable) and a full refund; and
- You would like the commercial enterprise to not contact you in the future.

Immediately following your conversation with the customer service representative, it is advised that you **submit a follow-up letter or e-mail** to the commercial enterprise outlining what was discussed with the customer service representative.

If following the conversation with the customer service representative, and submission of a follow-up e-mail, the commercial entity refuses to acknowledge your complaint and refund you for the consumer good or service you were pressured into purchasing, Consumer Affairs recommends that you:

- Contact the commercial enterprise and request the contact details for senior management; and
- Submit a formal complaint.

As part of your formal complaint, Consumer Affairs advises that you:

- Clearly outline the events that have transpired;
- Provide supporting documentation and evidence (i.e. copy of the invoice and undue influence exercised by the commercial entity);
- State that you communicated your issue with a customer service representative;
- Would like to return the consumer good (if applicable) and receive a full refund; and
- Would like the unfair trade practices to stop immediately otherwise you will submit a formal complaint to Consumer Affairs.

If the commercial entity **refuses to acknowledge your formal complaint**, and rectify the harm caused by the unfair trade practices, it is advised that you **submit a formal complaint to Consumer Affairs** and consider commencing legal proceedings in order to recover the money spent on the consumer good or service you were pressured into purchasing.

Consumer Affairs advises that you **keep a copy of the formal complaint** and all supporting documentation in a safe and secure location so that you may be able to rely on this evidence in the event you elect to pursue legal proceedings. If you require guidance on how to submit a formal complaint to a commercial entity participating in unfair trade practices, please see below.

10.2 Misleading Statements

As a consumer it is important to be able to identify if and when you have been subjected to misleading statements by a seller of consumer goods and services which influenced your consumer decision making.

The use of misleading statements is considered an “unfair trade practice” under the Consumer Protection Act 1999; even if the seller made such statements by mistake, or because they were misinformed. For further clarity, misleading statements include, but are not limited to, the following commercial business practices:

- Giving customers wrong information about the product or service;
- Giving customers the wrong advice about what product would be best for them;
- Wrongly saying a customer needs to buy extra things to make the most of their product;
- Exaggerating what the product can do compared to other products;
- Advertising something as reduced or a sale item when it was never sold at full price; or
- Keeping important information about the product or service hidden or obscured.

10.2.1 Pre-Purchase Guidance

In the event that you suspect you **are being subjected** to misleading statements, Consumer Affairs advises that you **do not purchase** the consumer good or service and that you request to speak to a customer service representative. When speaking to the customer representative, it is advised that:

- You clearly explain the events that have transpired (i.e. a sales agent used misleading statements and incorrect sales material in order to influence your consumer decision);
- You would like such behavior to be addressed by management; and
- You would like the commercial enterprise to not contact you in the future.

Immediately following your conversation with the customer service representative, it is advised that you **submit a follow-up letter or e-mail** to the commercial enterprise outlining what was discussed with the customer service representative.

If following the conversation with the customer service representative, and submission of a follow-up e-mail, you find yourself again being subjected to misleading statements by the commercial entity, Consumer Affairs recommends that you:

- Contact the commercial enterprise and request the contact details for senior management; and
- Submit a formal complaint.

As part of your formal complaint, Consumer Affairs advises that you:

- Clearly outline the events that have transpired;
- State that you communicated your issue with a customer service representative; and
- Would like the unfair trade practices to stop immediately otherwise you will submit a formal complaint to Consumer Affairs.

If the commercial entity **continues to subject you to misleading statements**, following the submission of a formal complaint, it is advised that you **submit a formal complaint to Consumer Affairs**.

Consumer Affairs advises that you **keep a copy of the formal complaint** and all supporting documentation in a safe and secure location so that you may be able to rely on this evidence in the event you elect to pursue legal proceedings. If you require guidance on how to submit a formal complaint to a commercial entity participating in unfair trade practices, please see below.

10.2.2 Post Purchase Guidance

In the event that you suspect you **have been subjected to misleading statements** that influenced your decision to **purchase a consumer good or service**, Consumer Affairs advises that you contact the commercial enterprise and request to speak to a customer service representative. When speaking to the customer representative, it is advised that:

- You clearly explain the events that have transpired (i.e. a sales agent used misleading statements to influence your consumer decision which is considered an “unfair trade practice” under the Consumer Protection Act 1999);
- You would like such behavior to be addressed by management;
- You would like to return the consumer good (if applicable) and receive a full refund; and;
- You would like the commercial enterprise to not contact you in the future.

Immediately following your conversation with the customer service representative, it is advised that you **submit a follow-up letter or e-mail** to the commercial enterprise outlining what was discussed with the customer service representative.

If following the conversation with the customer service representative, and submission of a follow-up e-mail, the commercial entity refuses to acknowledge your issue and refund you for the consumer good or service you were pressured into purchasing, Consumer Affairs recommends that you:

- Contact the commercial enterprise and request the contact details for senior management; and
- Submit a formal complaint.

As part of your formal complaint, Consumer Affairs advises that you:

- Clearly outline the events that have transpired;
- State that you communicated your issue with a customer service representative;
- State that you would like to return the consumer good (if applicable) and receive a full refund; and
- Request that the unfair trade practices to stop immediately otherwise you will submit a formal complaint to Consumer Affairs.

If the commercial entity **refuses to acknowledge your formal complaint**, and rectify the harm caused by the unfair trade practices, it is advised that you **submit a formal complaint to Consumer Affairs** and consider commencing legal proceedings in order to recover the money spent on the consumer good or service you were misled into purchasing.

Consumer Affairs advises that you **keep a copy of the formal complaint** and all supporting documentation in a safe and secure location so that you may be able to rely on this evidence in the event you elect to pursue legal proceedings. If you require guidance on how to submit a formal complaint to a commercial entity participating in unfair trade practices, please see below.

11. Damages Caused By Consumer Services Provided

Consumer Affairs recognizes that there will be occasions where a consumer purchases a consumer service which unfortunately results in consumer harm (i.e. a landscaper accidentally permanently damages the fixtures and fittings of a customer's home during the course of providing services). It is important to note that under the Consumer Protection Act 1999, commercial entities providing consumer services are **legally obligated to exercise "reasonable care and skill"**.

In the event a commercial entity causes damage to a consumer and/or their property, the commercial entity is considered to be operating in breach of the Consumer Protection Act 1999; even if the commercial entity has a sign or notice saying they are not responsible for items left with them as this is considered an "unfair trade term".

The purpose of this section is to provide guidance on how to mitigate the risks associated with consumer harm caused by commercial entities failing to exercise reasonable care and skill during the course of providing a consumer service.

11.1 Assess the Harm Caused

If you find yourself having experienced harm due to a commercial entity failing to exercise reasonable care and skill when providing a consumer service, you will need to gather evidence which:

- Supports your claim that the commercial entity did not exercise reasonable care and skill that would typically be exercised in accordance with industry standards; and
- Quantifies the harm caused.

It is worth noting at this stage that **if you did not purchase the consumer services that caused the damage** to you or your property (i.e. your landlord hired a landscaper to cut your grass, which resulted in harm to your personal assets in your yard), you **may have a legal right** to compensation from the consumer service provider.

When calculating the harm caused Consumer Affairs advises that you consider how much money you have spent fixing the damage or how much it will cost to fix. To ensure that your calculation of the repairs works needed is indisputable, Consumer Affairs advises that you **obtain service quotes** from at least three other commercial enterprises that provide the corrective services.

When requesting the quotes, it is advised that you request each service provider to:

- Assess the consumer service performed that caused the harm and whether the work performed was conducted in accordance with industry methods of best practice (i.e. reasonable care and skill);
- Determine the harm caused could have been identified and mitigated at the time in which the services were provided; and
- Provide an estimate for the cost of services needed to fix the harm caused.

By obtaining professional quotes from **at least three qualified customer service providers**, this will **ensure that you have a strong case** against the original service provider in the event they refuse to rectify the harm caused and commence legal proceedings against them.

However, depending on the urgency of the matter and extent of the harm caused, Consumer Affairs understands that there will be circumstances where you **will not have the luxury of being able to obtain multiple quotes** for services needed to fix the harm as you may require the harm to be fixed immediately (i.e. your roof collapsed on you due to the negligence of a landscaper, which lead to the need for immediate medical care and repairs to the home).

In the event that you require immediate repair work or services in order to fix any harm caused, Consumer Affairs advises that you keep a copy of the invoice of services rendered to fix the harm in a safe and secure location. It is important to keep any documentation that quantifies the harm caused safe so that you may be able to rely on it in the future in the event you need to pursue legal proceedings against the service provider.

Whether you are able to wait for repair work to be performed or require immediate repair work and/or additional consumer services, Consumer Affairs advises that you take pictures of the damage immediately following discovery of the harm. Appreciating the value in having strong supporting evidence indicating the extent of the harm caused, it is a good idea to take notes of the time and date on which the harm was caused.

11.2 Claiming Compensation

If you find yourself having experienced harm due to a commercial entity failing to exercise reasonable care and skill when providing a consumer service, and have gathered the necessary evidence which supports your claim, Consumer Affairs advises that you **contact the commercial entity** and request to speak to a customer service representative.

When speaking to the customer representative, it is advised that:

- You clearly explain the events that have transpired (i.e. the customer service provider failed to exercise reasonable care and skill when providing a purchased consumer service which caused personal harm);
- Provide the customer service representative with a copy of the evidence you have gathered which supports your claim and quantifies the harm caused (i.e. quotes, invoices and photo evidence); and
- You request the commercial entity to fix the harm caused (i.e. extra work performed at no additional cost, a full refund of services provided, payment to cover the cost of extra work performed by a third party to repair harm caused).

Immediately following your conversation with the customer service representative, it is advised that you **submit a follow-up letter or e-mail** to the commercial enterprise outlining what was discussed with the customer service representative.

It is important to note that a commercial entity that caused damage to your personal property is not obligated to replace the damaged property with a brand-new replacement. In this instance the commercial entity would be obligated to offer the affected consumer with the value of the damaged property at the time the harm was caused.

In the event that you have experienced damage to your personal property, it is likely that the commercial entity will request that you provide evidence of how much the property originally cost (e.g. a receipt or invoice). The service provider can then offer you a reduced amount depending on the condition and age of the item at the time the harm was caused (i.e. wear and tear).

If following the conversation with the customer service representative, and submission of a follow-up e-mail, the commercial entity **refuses to acknowledge your issue and fix the harm caused**, Consumer Affairs recommends that you:

- Contact the commercial enterprise and request the contact details for senior management; and
- Submit a formal complaint.

As part of your formal complaint, Consumer Affairs advises that you:

- Clearly outline the events that have transpired;
- State that communicated your issue with a customer service representative; and
- Request the harm fixed as requested (i.e. extra work performed at no additional cost, a full refund of services provided, replacement of damaged personal property, and payment of extra work performed by third party) within a specified period of time.

If the commercial entity **refuses to acknowledge your formal complaint** and rectify the harm caused, it is advised that you **submit a formal complaint to Consumer Affairs** and consider commencing legal proceedings in order to recover compensation for the harm caused.

If you elect to commence legal proceedings, Consumer Affairs advises that you include your legal fees and court filing fees as part of your claim against the service provider that caused the harm to you and/or your personal property.

Consumer Affairs advises that you **keep a copy of the formal complaint** and all supporting documentation in a safe and secure location so that you may be able to rely on this evidence in the event you elect to pursue legal proceedings.

If you have insurance that covers cost of fixing the harm caused, instead of pursuing legal proceedings against the commercial entity that caused you harm, you could make a claim on your insurance policy. This could be quicker and easier, but it could mean your annually paid insurance premiums will go up.

If you require guidance on how to submit a formal complaint to a commercial entity that has caused harm to you or your personal property, due to their failure to exercise reasonable care and skill, please see below.

12. Damage Caused By Consumer Goods Purchased

Consumer Affairs recognizes that there will be occasions where a consumer purchases a faulty consumer good which unfortunately results in consumer harm (i.e. you buy a brand new washing machine which starts leaking and damages your kitchen floor).

Additionally, Consumer Affairs recognizes that there will be occasions where a consumer purchases a consumer good which includes additional consumer services (i.e. delivery and installation of the consumer good).

It is important to note that under the Consumer Protection Act 1999 commercial entities providing consumer services, in conjunction with providing a consumer good, are **legally obligated to exercise “reasonable care and skill”**.

In the event a commercial entity causes damage to a consumer and/or their property, the commercial entity is considered to be operating in breach of the Consumer Protection Act 1999; even if the commercial entity has a sign or notice saying they are not responsible for after they have delivered and installed consumer goods purchased as this is considered an “unfair trade term”.

The purpose of this section is to provide guidance on how to mitigate the risks associated with consumer harm caused by the purchase of a faulty consumer good and associated consumer services provided absent reasonable care and skill.

12.1 Assess the Harm Caused

If you find yourself having experienced harm due to a commercial entity either providing a faulty consumer good, or failing to exercise reasonable care and skill when providing a consumer service in conjunction with a consumer good (i.e. delivery and installation of a purchased washer and dryer), you will need to gather evidence which:

- Supports your claim that the commercial entity sold you a faulty consumer good and/or did not exercise reasonable care and skill in providing an ancillary consumer service; and
- Quantifies the harm caused;

It is worth noting at this stage that **if you did not purchase the consumer good that caused the damage** to you or your property (i.e. your landlord purchased a washer and dryer which was faulty and or installed incorrectly which damaged your personal assets), you **may have a legal right** to compensation from the consumer service provider.

When calculating the harm caused, Consumer Affairs advises that you consider how much money you have spent fixing the damage or how much it will cost to fix. To ensure that your calculation of the repairs works needed is indisputable, Consumer Affairs advises that you **obtain quotes** from at least three other commercial enterprises that provide the same consumer goods and/or services.

When requesting the quotes, it is advised that you request each commercial entity to:

- Assess whether the harm caused by the consumer good purchased was due to a manufacturer fault or the mishandling of the commercial entity that sold the consumer good;
- Assess the consumer service(s) performed that caused the harm and whether the work performed was conducted in accordance with industry methods of best practice (i.e. reasonable care and skill);
- Determine whether the harm caused could have been identified and mitigated at the time in which the consumer service(s) were provided; and
- Provide an estimate for the replacement of the consumer good purchased, the cost for replacement or repair of damaged personal property and/or the cost of services needed to fix the harm caused.

By obtaining professional quotes from **at least three qualified commercial entities** that provide similar consumer goods and services, this will **ensure that you have a strong case** against the original commercial entity in the event they refuse to rectify the harm caused and commence legal proceedings against them.

However, depending on the urgency of the matter and extent of the harm caused, Consumer Affairs understands that there will be circumstances where you **will not have the luxury of being able to obtain multiple quotes** for replacement goods or consumer services needed to fix the harm caused as you may require a replacement consumer good or repair services immediately (i.e. your roof collapsed on you due to the negligence of a contractor, which lead to need for immediate medical care and repairs to the home).

In the event that you immediately require a replacement consumer good and/or repair services in order to fix any harm caused, Consumer Affairs advises that you **keep a copy of the invoice** of the replacement consumer good and/or consumer services in a safe and secure location.

It is important to keep any documentation that quantifies the harm caused safe so that you may be able to rely on it in the future in the event you need to pursue legal proceedings against the commercial entity that sold the faulty consumer good or provided associated consumer services absent reasonable care and skill.

Whether you are able to wait for repair work to be performed, or require immediate repair work and/or additional consumer services, Consumer Affairs advises that you take pictures of the damage immediately following discovery of the harm.

Appreciating the value in having strong supporting evidence indicating the extent of the harm caused, it is a good idea to take notes of the time and date on which the harm was caused.

12.2 Claiming Compensation

If you find yourself having experienced harm due to a commercial entity having sold you a faulty consumer good, or failed to exercise reasonable care and skill when providing supporting consumer services, and have gathered the necessary evidence which supports your claim, Consumer Affairs advises that you **contact the commercial entity** and request to speak to a customer service representative.

When speaking to the customer representative, it is advised that:

- You clearly explain the events that have transpired (i.e. the customer service provider failed exercise reasonable care and skill when providing a purchased consumer service which caused personal harm);
- Provide the customer service representative with a copy of the evidence you have gathered which supports your claim and quantifies the harm caused (i.e. quotes, invoices and photo evidence); and
- You request the commercial entity to fix the harm caused (i.e. extra work performed at no additional cost, a full refund, a replacement consumer good, replacement of damaged personal property, payment to cover the cost of extra work performed by a third party to fix harm caused).

Immediately following your conversation with the customer service representative, it is advised that you **submit a follow-up letter or e-mail** to the commercial enterprise outlining what was discussed with the customer service representative.

It is important to note that if a purchased faulty consumer good, or the supporting services, caused damaged to your personal property, the commercial entity that provided such consumer goods or services is not obligated to replace the damaged personal property with a brand new replacement.

In this instance the commercial entity would be obligated to offer the affected consumer with the value of the damaged property at the time the harm was caused (i.e. account for wear and tear of the item at the time the harm caused).

In the event that you have experienced damage to your personal property, it is likely that the commercial entity will request that you provide evidence of how much the property originally cost (e.g. a receipt or invoice). The service provider can then offer you a reduced amount depending on the condition and age of the item at the time the harm was caused.

If following the conversation with the customer service representative, and submission of a follow-up e-mail, the commercial entity **refuses to acknowledge your issue and fix the harm caused**, Consumer Affairs recommends that you:

- Contact the commercial enterprise and request the contact details for senior management; and
- Submit a formal complaint.

As part of your **formal complaint**, Consumer Affairs advises that you:

- Clearly outline the events that have transpired;
- State that communicated your issue with a customer service representative; and
- Request the harm fixed as requested (i.e. extra work performed at no additional cost, a full refund of services provided, a full refund, a replacement consumer good, replacement of damaged personal items, payment of extra work performed by third party).

If the commercial entity **refuses to acknowledge your formal complaint** and rectify the harm caused, it is advised that you **submit a formal complaint to Consumer Affairs** and consider commencing legal proceedings in order to recover compensation for the harm caused.

If you elect to commence legal proceedings, Consumer Affairs advises that you include your legal fees and court filing fees as part of your claim against the service provider that caused the harm to you and/or your personal property.

Consumer Affairs advises that you **keep a copy of the formal complaint** and all supporting documentation in a safe and secure location so that you may be able to rely on this evidence in the event you elect to pursue legal proceedings.

If you have insurance that covers cost of fixing the harm caused, instead of pursuing legal proceedings against the commercial entity that caused you harm, you could make a claim on your insurance policy. This could be quicker and easier, but it could mean your annually paid insurance premiums will go up.

If you require guidance on how to submit a formal complaint to a commercial entity that has caused harm to you or your personal property, due to their failure to exercise reasonable care and skill, please see below.

13. Buyer's Remorse

Consumer Affairs recognizes that there will be occasions where a consumer gets an instant sense of regret following the purchase of a consumer good (i.e. "buyer's remorse"). Buyer's remorse is typically associated with the purchase of expensive, high-value consumer goods (i.e. motor vehicles, appliances, electronics, etc.). Buyer's remorse is an emotional response and often involves feelings of regret, fear, depression or anxiety.

In such circumstances is not uncommon for consumers who experience buyer's remorse to seek to return the consumer good and obtain a refund or replace the consumer good with an alternative (i.e. replace blue pens for black or red pens). Consumer Affairs appreciates that the best way to cope with buyers' remorse is to **make sure that you are as informed as possible**; prior to purchase and post purchase of a consumer good.

It is at this stage that Consumer Affairs places an emphasis for consumers to familiarize themselves with the terms and conditions of a commercial enterprise's return policy prior to completing the purchase of a consumer good. Depending on the return policy of the seller, you will not always have an automatic right to a refund or a replacement consumer good; especially if there is nothing wrong with the consumer good, you have used some of all of the consumer good, or too much time has passed since the purchase was completed.

Furthermore, if the seller's return policy states you may be entitled to a store credit you will not be eligible for a cash refund. The purpose of this section is to provide guidance on how to mitigate the risks associated with buyer's remorse following the purchase of a consumer good.

13.1 Consumer Good Physically Purchased

It is important to note that as a consumer your ability to return a consumer good, following the feeling of 'buyer's remorse', is far easier if you physically purchased the consumer good from the seller's physical store location; as opposed to purchasing the consumer good online from an overseas vendor.

By physically purchasing a consumer good from a "brick and mortar" store location, if you experience buyer's remorse and wish to return the consumer good it is much easier and quicker to return to the seller's store location and speak to a customer service representative.

When shopping online, if you experience "buyer's remorse" upon delivery of the consumer good you will likely experience a much more difficult process in returning the consumer good to the overseas retailer as you will likely have to face incurring shipping costs and delays and difficulties in contacting a customer service representative.

To ensure that you are equipped to handle the potential onset of buyer's remorse, Consumer Affairs advises that you request a copy of the commercial enterprise's return policy when you are attending the physical store location of a seller of consumer goods and **carefully review the terms and conditions**. Many return policies will state:

- Whether you will be eligible for a cash refund, replacement consumer good or store credit;
- The return limitation period (i.e. you can return item(s) within 14 days of purchase of the consumer good, so long as the consumer good is intact and in the original, undamaged packaging).

The seller's return policy will likely be provided through a publication written on your receipt, or on their website. If the retailer does not have a formal return policy it is important to note that you may be able to rely on the Consumer Protection Act 1999 and the Sale of Goods Act 1978.

However, if the retailer does not have a formal return policy, you will likely have to pursue legal proceedings in order obtain some form of compensation (i.e. refund, replacement good). Consumer Affairs advises that you **do not purchase** the consumer good and instead consider an alternative retailer that provides similar consumer goods and does have a return policy.

It is important to note that if you **purchase a consumer good on sale** (i.e. the fair market value of the consumer has been discounted as part of a promotional offer), you will **not likely** be able to rely on the seller's return policy as it is likely that the sale of the discounted consumer good was conditional on the basis that "all sales are final".

In such a circumstance you may not be entitled to a full refund and restricted to either a replacement item (if the consumer good was faulty or broken at the time of purchase) or a store credit which may be applied to future purchases.

Appreciating the impact that Covid-19 has had on the commercial activities of sellers of consumer goods, if you purchased a consumer good and was unable to conduct a physical inspection of the consumer good due to social distancing requirements (i.e. unable to try on clothing items due to changing rooms being closed), your ability to return the consumer good should not be impacted so long as you are compliant with the seller's return policy.

Given the limitations associated with social distancing mandates, a seller will not be able to rely on the fact that the fault or issue with the consumer good was clearly obvious upon inspection **if you were not afforded the opportunity to inspect prior to purchase.**

13.2 Returning a Consumer Good Physically Purchased

When attempting to return a consumer good that you physically purchased from a Bermuda based retailer, Consumer Affairs advises that you:

- Take a copy of your sales invoice or receipt with you;
- Return the consumer good in its original, undamaged packaging; and
- Refer to the term or condition in the retailer's return policy you intend to rely on in order to receive compensation (i.e. full/partial refund or replacement).

Depending on the state of the returned consumer good (i.e. half-eaten sandwich, clearly worn shoes, etc.), and the time that has passed since the consumer good was purchased, the retailer may elect to:

- Reject your request for compensation; or
- Provide partial compensation.

To ensure that you are able to effectively rely on the retailer's return policy, Consumer Affairs advises that you:

- Ensure the consumer good and its packaging are returned in the same state you found them when you purchased the consumer good; and
- Do not hesitate to return the consumer good as soon as possible as an unreasonable delay may be argued to amount to acceptance of the consumer good.

Consumer Affairs reiterates the necessity to review the terms and conditions of the retailer's return policy to confirm how long you have to return the item in order to be eligible for a full/partial return or a replacement. Each retailer's return policy will likely have its own nuances specially designed to account for the nature of their business.

Unless otherwise stated in the seller's return policy, you **may not have to return the consumer good in its original packaging**. However, **it is more probable that not** that a retailer will **reject your request to return** a consumer good if the item being returned gets damaged because it was not returned in its original packaging or the retailer is unable to resell the consumer good due to the original packaging being damaged.

It is at this stage that Consumer Affairs must note that if the retailer's return policy states that you must return the purchased consumer good in its original packaging, but you are **required to destroy or compromise the original packaging** in order to gain access to the consumer good, this will likely to be considered an **"unfair contract term"**.

If you comply with the terms and conditions of the retailer's return policy, and the retailer is unwilling to provide a refund or replacement, Consumer Affairs advises that you submit a formal complaint to the retailer.

If following the submission of a formal complaint the retailer remains unwilling to accept the returned item and/or provide a refund or replacement, it is advised that you submit a formal complaint on the Consumer Affairs website and consider commencing legal proceedings against the retailer.

13.3 Consumer Good Purchased Online

Unlike situations where you have physically visited the "brick and mortar" location of a consumer good retailer, if you wish to return a consumer good that was purchased online it is likely that you will face a burdensome administrative process.

If you purchased a consumer good online, **through a Bermuda based commercial entity**, the process of returning the consumer good will be similar to the process that would be undertaken if you purchased the consumer good by physically visiting the retailer's store location. For further guidance on this process, please see above.

However, if you purchased a consumer good online, **through an overseas retailer** (i.e. a company based outside of Bermuda), you are likely to face a much more difficult process when attempting to return a consumer good. Such an administrative process will likely include the following steps:

- Contact the overseas retailers to communicate the desire to return the consumer good and receive a refund or a replacement;
- Mail the consumer good and incur shipping costs; and
- Having to face lengthy delays to receive the refund or replacement good until the overseas retailer receives the returned consumer good.

Furthermore, if you purchase a consumer good from an overseas retailer it is important to note that:

- Your consumer rights will likely be different than if you bought the same goods from a commercial entity operating in Bermuda; and
- Your ability to enforce your legal rights will likely be difficult and result in sustaining legal fees.

The reason that these consumer risks exist when purchasing consumer goods from overseas/online retailers is that:

- Each international jurisdiction imposes different consumer protection legal obligations on retailers of consumer goods (i.e. consumer rights in the United States and the United Kingdom are different than those in Bermuda); and
- If an overseas retailer refuses your request to return the consumer good, and receive compensation, you will have to obtain the services of an overseas lawyer in order to pursue legal proceedings in the jurisdiction the overseas retailer is based.

With respect to the above-mentioned risks, Consumer Affairs recommends that you **carefully review the terms and conditions** of the overseas online retailer's return policy; particularly with regards to **international customers**.

If the overseas online retailer allows their international customers to rely on their return policy, Consumer Affairs advises that you review the terms and conditions and confirm:

- Whether you will be responsible for the cost of return postage fees, or if you can get the postage fees refunded by the seller;
- The existence of a "cooling off" period (i.e. a period of time to return the consumer good with no questions asked); and
- The return policy time period to return faulty or damaged consumer goods.

It is common practice for overseas online retailers to offer their consumers a "cooling-off period" to return consumer goods, **with no questions**, as online consumers are expected to trust the online retailer to provide a consumer good that meets the sales description on their online platform (i.e. unable to physically inspect the consumer good prior to completing the purchase).

It is important to remain mindful of the fact that that **many "cooling-off" provisions have limitations**. Consumer Affairs advises that when reviewing the terms and conditions of the retailer's return policy that you:

- Confirm that international customers may rely on the "cooling off" provision in the return policy (if one exists);
- When the "cooling off" period starts; and
- Any limitations that may be imposed on your ability to rely on the "cooling off period".

The “cooling off” period **typically starts on the day in which the consumer receives the consumer good**. However, it is important to note that each online vendor is likely to have slight changes to their terms and conditions.

Depending on the time limit for the “cooling off” period (i.e. 14 days), and when the “cooling off” period starts, your ability to rely on a “cooling off” period may be compromised by the fact that many consumer goods shipped to Bermuda face lengthy shipping delays. The **start of a “cooling off” period is important to consider** and it may be worthwhile to **discuss with a customer service representative** before completing an online purchase.

Typically a consumer’s ability to rely on a “cooling off” period, and receive a full refund for the cost of the consumer good, is **restricted** in circumstances where:

- The consumer good purchased was customized to meet customer specifications;
- The consumer good purchased is subject to deteriorate quickly (i.e. flowers or food);
- The consumer good was purchased from a private individual rather than a business (i.e. auction on E-Bay); or
- If you break the seal or wrapping of the consumer good (i.e. electronics, health supplements, etc.)

If you paid for standard delivery when you bought something, depending on the terms and conditions of the overseas retailer’s return policy the retailer **may be obligated to refund (full/partial) the shipping costs for returning the consumer good**.

However, if you choose a more expensive delivery option to return the consumer good (i.e. express international shipping through FedEx) your ability to obtain a refund for the shipping costs to return the consumer good may be limited (i.e. you may have to pay the difference between standard shipping and express shipping).

If you decide that you wish to rely on the “cooling off” period, and return a consumer good, Consumer Affairs advises that you immediately inform the overseas retailer (i.e. contact a customer service representative) and mail the consumer good within the “cooling off” period.

If you call the overseas retailer and inform them of your desire to return the consumer good, Consumer Affairs advises that you send a follow-up e-mail to the customer service representative you spoke with and confirm your desire to return the consumer good and why.

In light of the above considerations, Consumer Affairs advises consumers to think carefully before purchasing consumer goods from an overseas retailer. When purchasing a consumer good online, it is important to **determine whether the pros** (i.e. cost savings and selection) **outweigh the cons** (i.e. potential difficulties in returning the consumer good and obtaining compensation).

13.4 Returning a Consumer Good Purchased Online

When attempting to return a consumer good that you purchased online from an overseas retailer, Consumer Affairs advises that you:

- Contact a customer service representative of the overseas retailer and communicate (i.e. orally and in writing) your desire to return the purchased consumer good;
- E-mail a copy of your sales invoice or receipt to a customer representative of the overseas retailer;
- Ship the consumer good in its original, undamaged packaging; and
- Refer to the term or condition in the overseas retailer's return policy you intend to rely on in order to receive compensation (i.e. full/partial refund or replacement).

Depending on the state of the returned consumer good (i.e. broken electronics, clearly worn shoes, etc.), and the time that has passed since the consumer good was purchased, the overseas retailer may elect to:

- Reject your request for compensation; or
- Provide partial compensation.

To ensure that you are able to effectively rely on the retailer's return policy, Consumer Affairs advises that you:

- Ensure the consumer good and its packaging are returned in the same state you found them when you purchased the consumer good; and
- Do not hesitate to return the consumer good as soon as possible as an unreasonable delay may be argued to amount to acceptance of the consumer good.

Consumer Affairs reiterates the necessity to review the terms and conditions of the retailer's return policy to confirm how long you have to return the item in order to be eligible for a full/partial return or a replacement. Each retailer's return policy will likely have its own nuances specially designed to account for the nature of their business.

Unless otherwise stated in the seller's return policy, you **may not have to return the consumer good in its original packaging**. However, **it is more probable that not** that a retailer will **reject your request to return** a consumer good if the item being returned gets damaged because it was not returned in its original packaging or the retailer is unable to resell the consumer good due to the original packaging being damaged.

It is at this stage that Consumer Affairs must note that if the retailer's return policy states that you must return the purchased consumer good in its original packaging, but you are **required to destroy or compromise the original packaging** in order to gain access to the consumer good, this will likely to be considered an **"unfair contract term"**.

When returning a consumer good to an overseas retailer, depending on the terms and conditions of their return policy you may have to pay all, or some, of the cost of postage fees. Consumer Affairs advises that when mailing a consumer good back to the overseas retailer that you save a copy of the mailing receipt provided by the courier (i.e. the Bermuda Post Office, FedEx, etc.) so that you may be able to use this receipt to prove to the seller that you returned the item.

If you comply with the terms and conditions of the retailer's return policy, and the overseas retailer is unwilling to provide a refund or replacement, Consumer Affairs advises that you submit a formal complaint to the retailer.

If following the submission of a formal complaint the retailer remains unwilling to accept the returned item and/or provide a refund or replacement, depending on the value of the consumer good (i.e. motor vehicle, construction materials, etc.) it **may be worthwhile** to consider pursuing legal proceedings in the jurisdiction that the overseas retailer is based.

It is important to note at this stage that Consumer Affairs does not have the legal authority to pursue an investigation against an overseas retailer in their home jurisdiction. Unfortunately, as a consumer you will likely have to incur legal costs in order to sue the overseas retailer and obtain adequate legal recourse (i.e. a refund or replacement item). Given the risk associated with having limited legal recourse when purchasing goods from overseas retailers, Consumer Affairs advises that you think carefully before shopping online.

14. Cancelling a Consumer Service

Consumer Affairs appreciates that there will be circumstances where a consumer purchases a consumer service and then wishes to cancel the services either before the services have started, or while the services are being provided. The purpose of this section is to provide guidance on the various stages in which a consumer would wish to cancel a consumer service.

14.1 Cancelling Before the Consumer Services Have Started

If you want to cancel a consumer service you have purchased, you will usually be afforded a period of time to cancel the consumer services **before they have started** (i.e. construction contract, landscaping services, etc.).

Consumer Affairs advises that you carefully review the terms and conditions of the service contract and **confirm the amount of advance notice** required in order to:

- Avoid being rendered ineligible for a refund;
- Avoid being subjected to cancellation fees; and/or
- Avoid having some or all of your deposit being withheld to compensate for their financial loss

Depending on the time in which you communicate the cancellation (i.e. 24 hours prior to start date), it may be possible that the service provider has incurred expenses in order to facilitate the provision of the previously requested services. Consequently, the service provider may impose the above-mentioned penalties in order to recover their financial loss due to your short notice cancellation.

Appreciating the necessity to communicate your desire to cancel a service contract with **adequate notice**, a service contract will typically outline how the consumer must communicate their desire to cancel the consumer services (i.e. that the cancellation must be done so in writing).

If the service agreement **does not specify how the cancellation is to be communicated**, Consumer Affairs advises that you contact the service provider and inform a customer service representative of your desire to cancel the services and submit a follow-up e-mail immediately following the conversation with the customer service representative.

If you comply with the terms and conditions of the retailer's cancellation terms and conditions in the service agreement, and the service provider is unwilling to provide a refund and imposes a cancellation penalty, Consumer Affairs advises that you submit a formal complaint to the retailer.

If following the submission of a formal complaint the service provider remains unwilling to provide a refund or remove the cancellation penalties, it is advised that you submit a formal complaint on the Consumer Affairs website and consider commencing legal proceedings against the retailer.

14.2 Cancelling While the Consumer Services Are Being Provided

If you want to cancel a consumer service you have purchased, while the consumer services are being provided, the service provider will be entitled to payment for work performed.

If you have provided a **payment deposit**, the service provider is entitled to keep a portion of the deposit money that is necessary to cover the cost of services provided up until cancellation. If the payment deposit does not cover the entirety of the cost of services provided, the service provider will be entitled to recover the remaining cost of services.

If the service provider **did not require a payment deposit**, and have provided services in accordance with the agreed service contract, you will be expected to pay the service provider for the services provided; unless your service contract states otherwise.

Consumer Affairs advises that you carefully review the terms and conditions of the service contract and **confirm the impact of cancellation while services are being provided**. In this circumstance, it is likely that you will be:

- Rendered ineligible for a refund;
- Subjected to cancellation fees; and/or
- Faced with having some or all of your deposit being withheld.

Appreciating the necessity to communicate your desire to cancel a service contract with **adequate notice**, a service contract will typically outline how the consumer must communicate their desire to cancel the consumer services (i.e. that the cancellation must be done so in writing).

If the service agreement **does not specify how the cancellation is to be communicated**, Consumer Affairs advises that you contact the service provider, inform a customer service representative of your desire to cancel the services, and submit a follow-up e-mail immediately following the conversation with the customer service representative.

If upon communicating your desire to cancel your service contract your service provider imposes a cancellation penalty, and you are of the view that the cancellation penalties are excessive, Consumer Affairs advises that you try negotiating with the business. If following negotiations the service provider is unwilling to remove the cancellation penalties, Consumer Affairs advises that you submit a formal complaint to the service provider.

If following the submission of a formal complaint the service providers remains unwilling to provide a refund or remove the cancellation penalties, it is advised that you submit a formal complaint on the Consumer Affairs website and consider commencing legal proceedings against the retailer.

15. Buying Second-Hand Consumer Goods

Whether you are buying goods from an ad in the newspaper or online, a leaving-the-island sale or from a neighbor, Consumer Affairs cannot understate that there is much higher consumer risk when purchasing second-hand consumer goods.

The legal principle of “*caveat emptor*” applies in circumstances where second-hand consumer goods are bought and sold (i.e. buyer beware). Consequently, consumers are faced with the responsibility to carefully inspect the quality and suitability of the consumer good before a purchase is made as their ability to obtain refunds and legal recourse are extremely limited under Bermuda’s consumer protection legislative framework.

The purpose of this section is to provide consumers with guidance on how to effectively inspect a second-hand good and ensure they are able to effectively mitigate the risks associated with “*caveat emptor*”.

15.1 General Guidance for Purchasing Consumer Goods

If you are considering the purchase of a second-hand consumer good, Consumer Affairs advises that you consider the following steps before completing the purchase:

- Thoroughly inspect the consumer good you are buying (i.e. ensure that the consumer good is operational, good condition and is fit for the purpose you intend to use it).
 - If the product is electrical, plug it in to see if it works.
 - For mechanical or technical products, take someone with you who knows about the item, or make the sale conditional.
 - For motor vehicles, ask for service records and ask for a day to have it checked by a mechanic.
- Request the seller to confirm the age and quality of the product and whether it is still covered by a warranty.
- Exercise hesitancy if you suspect that the consumer good is not in good condition or that the seller is making fraudulent or misleading statements regarding the features of the consumer good.

With respect to the steps outlined above, Consumer Affairs cannot overstate the importance of remaining mindful of the fact that the sale and purchase of all second-hand consumer goods are **final**. Once you exchange money and receive the consumer good from the seller, under contract law the sale is considered complete.

Appreciating the permanency of the purchase of a second-hand consumer good, if you are not comfortable with state of the consumer good, Consumer Affairs advises that you **do not purchase** the second-hand consumer good. If you are comfortable with the state of a second-hand consumer good, and **wish to move ahead with the purchase**, Consumer Affairs advises that you ask the seller to produce a receipt which confirms the completion of the purchase.

Recognizing that such purchases are often **informal**, in the absence of a formal invoice, Consumer Affairs recommends that you ask the seller to produce an informal invoice in writing (i.e. a letter, a post-it note, the back of a napkin) which contains the following:

- The date of purchase;
- The name of both parties of the transaction (i.e. the full name of the buyer and the seller);
- The residential address and telephone number of the seller;
- Any conditions of sale; and/or
- The signatures of both parties to the transaction.

If you pay a deposit there is the risk that the seller may sell the consumer good in question. To ensure that your legal rights are secure and the seller is unable to sell the consumer good to another buyer, Consumer Affairs recommends that:

- You get a deposit receipt which is signed by the seller;
- The deposit receipt reflects the payment and collection agreement you have with the seller; and
- The deposit receipt is signed by both parties to the transaction.

15.2 Baby and Children's Goods

Although buying second-hand children's products may be an affordable way to create a nursery, it can also be dangerous as some items can be out of date and no longer safe if they do not conform to product safety standards.

Consumer Affairs advises that before you purchase a second-hand children's product you conduct thorough research in order to confirm whether the consumer good has been subject to a product re-call and/or read online reviews. Although you may be seeking to achieve cost-savings when purchasing second-hand consumer goods, safety is the most important issue to consider when purchasing children's items.

In addition to confirming whether the second-hand children's consumer good is safe, Consumer Affairs advises that you thoroughly clean and disinfect the consumer good immediately following completion of the purchase.

To assist in your assessment of a second-hand children's item, Consumer Affairs recommends that you consider the following before purchasing:

- **Baby Strollers**
 - Check to see if the frame is still sturdy;
 - Test the stroller's brakes;
 - Look closely for any damage like sharp edges or uncovered springs;
 - Verify that the stroller hasn't been recalled by the manufacturer;
 - Check the age; Strollers that are 10 years and older are not considered safe for use.
- **Cribs**
 - Make sure the crib is not the subject of a recall;
 - Slats should be spaced no more than 2 3/8 inches apart;
 - Make sure there are no missing or loose slats;
 - Do not buy a crib with drop side (millions of cribs with drop sides have been recalled);
 - Make sure the crib has a properly-sized mattress.
 - The mattress is too small if you can fit more than two fingers between the edge of the mattress and the side of the crib. An infant can get his head or body wedged in the extra space and suffocate;

- Corner posts are no more than 1/16 inch high.
 - They can be catch points for objects or clothing worn by a child and cause strangulation.
 - No missing, broken or loose hardware;
 - No decorative cutouts in the headboard or footboard.
 - Cutouts can entrap a child's head
 - No unsecured mattress support hangers that can be easily dislodged. Children can be entrapped and suffocate.
 - Check that there are no broken or wobbly bars;
 - All bolts and screws should be firmly in place and not protruding;
 - The corner posts should not stick up more than 5mm.
 - Make sure that the mattress fits the crib snugly and that there are no gaps which would allow a child to become trapped beneath it.
- **Baby Car Seats**
 - Check that there are no broken or wobbly bars;
 - All bolts and screws should be firmly in place and not protruding;
 - The corner posts should not stick up more than 5mm.
 - **Baby High Chairs**
 - A wide base to stop the chair tipping;
 - A five-point safety harness (shoulder straps as well as waist straps and a crotch strap) to stop the child climbing out;
 - No sharp edges, or open tubes or gaps where fingers could get caught;
 - The tray can be secured so the child can't remove it;
 - There should be no splits in the chair's seat or back
 - a child could pick out or choke on pieces of foam padding;
 - If the chair has wheels there should be brakes on at least the rear wheels.
 - **Baby Bath Products**
 - Used baby bathtubs are fine as long as the lining isn't full of mold or mildew.
 - If the tub has an odor of either of these, stay clear of it.
 - Do not use second hand bath seats, bath rings, and inflatable tubs since they have been responsible for many deaths among babies.
 - In addition to mold and mildew, look for scratches or other signs of wear and tear in the plastic.
 - Old plastics are more apt to leak chemicals and the scratches can also harbor bacteria.

15.3 Buying Used Household Appliances

If you are replacing a household appliance, and are considering buying a used appliance, Consumer Affairs advises that you proceed with caution. When considering purchasing a second-hand household appliance, Consumer Affairs recommends that you consider the following:

- Review the seller's asking price against the price of new appliances.
- Request the seller to confirm the key features of the used household appliance and physically confirm they work;
- Confirm whether the second-hand household appliance is currently under a valid warranty;
 - Some warranties are in effect only as long as the appliance is owned by the original buyer.
 - Consumer Affairs advises that you request a copy of the warranty and carefully review the terms and conditions.
- Check with Bermuda based household appliance retailers as they may have a "scratch and dent" policy for damaged items
 - Instead of purchasing a second-hand appliance you may be able to get a "new" appliance at a discount.
- Request the seller to provide which confirms the age of the appliance (i.e. copy of purchase invoice) and inspect for "wear and tear".
- Confirm whether the seller's asking price is in line with fair market value and reflects a reasonable amount of depreciation
 - The life expectancy of most major household appliances varies from one to 15 years
 - In order to estimate the fair market value Consumer Affairs recommends that you divide the original sales price by the average life span of household appliances in order to calculate a **straight line depreciation** rate (i.e. \$12,000 original sales price / 15 years = \$800 per year.
 - Once you have the straight line depreciation rate, apply it towards the number of years the household appliance is expected to remain operational (i.e. \$12,000 original sales price of an 8 year old appliance = \$5,600).
 - If the appliance is in poor condition, Consumer Affairs advises that you **do not purchase** the appliance.
- Contact your home contents insurance provider (if applicable) and ask your insurance provider to confirm whether the second-hand appliance may be covered by the policy.
 - Your home contents insurer may request that you provide them with a copy of the original sales invoice in order to assess the **insured value** of the second-hand appliance.
 - The insured value will help to **determine whether the seller's asking price is reasonable**.
- Ask why the appliance is being sold (i.e. the seller may be leaving the island or seeking to replace the appliance);
- Confirm where you can get replacement parts and service.
 - It is important to note that the appliance may be for sale because parts are no longer available or because service is poor.
- Ask the seller to provide the use and care manual.
 - If the seller does not have the use and care manual, Consumer Affairs advises that you contact the manufacturer (i.e. provide the appliance model number), and ask for a copy of the use and care manual (physical/electronic).

- Check that the appliance has not been recalled by the U.S. Consumer Product Safety Commission (CPSC) which is enforceable in Bermuda.

16. Reading Food Labels

Most food products carry labels that show the date when a product should be bought by or when to use it by to ensure it is at its best quality. Know what the date labels mean and then determine what is safe to keep and what should be thrown away.

- **“Best by/before”:** This term means just what it says — it is best to purchase the product by the date on the container. ‘Best by/before’ or ‘best if used by’ refers to a quality or flavor of the food and is usually used on foods that last longer, such as frozen, dried or canned foods. While you can safely eat food after this date, it will often no longer be at its best. Common foods with this label include margarine, popsicles, mayonnaise, peanut butter, marmalade and some frozen patties.
- **“Sell by/Display until”:** The ‘sell by’ date has more to do with quality than safety. This label is more a guide to the store on how long to display the product for sale. Stores will use this to ensure staff knows when to remove the item from the shelves, usually a few days before the ‘use by’ date so consumers have some days left to use the food.
- **“Use by”:** This is an expiration date set by the manufacturer. It means exactly what it says. Consuming after this date is not recommended. ‘Use by’ dates can be found on foods that have to be stored at low temperatures to maintain their safety more than their quality.

17. Making a Complaint

If you are having a problem with your provider of consumer goods or services, Consumer Affairs advises that you contact the commercial entity immediately. You should be able to get their contact details from their website or from a copy of a bill or invoice.

When submitting a complaint Consumer Affairs recommends that you inform your provider of what is happening, or has happened, and what you want them to do about it. Your provider of consumer goods or services might be able to sort out the problem immediately, schedule a customer appointment to discuss the matter and/or send a customer service representative to your home to conduct an inspection (i.e. construction contractor to review works completed).

When submitting a formal complaint, Consumer Affairs recommends that you include the following information:

- Date and time you contacted your provider of consumer goods or services
- First and last name of the customer service representative
- The problem you are currently experiencing (i.e. poor quality of service, incomplete works, work performed has damaged your property, outdated product, etc.)

If your provider of consumer goods or services does not solve your problem while you're on the phone, Consumer Affairs advises that you send a follow-up email or letter repeating what was discussed. This way you will have personal record of your conversation with your supplier that may be relied upon in the future.

When you write to your provider of consumer goods or services, Consumer Affairs advises that you include your account number and any case reference numbers you have. This makes it quicker and easier to sort out your problem.

17.1 Contact a Customer Service Representative

If you have any questions regarding a bill you have received, or have experienced issues with a provider of consumer goods or services, Consumer Affairs suggests that you contact your service provider's customer service helpline and speak to a customer service representative. The consumer service representative can help you if you:

- Have tried to contact your provider and not got through;
- Contacted your provider but your problem hasn't been fixed;
- Have experienced harm as a result of the underperformance or negligence of the provider; and
- Are considered to be 'vulnerable' by your supplier

You could be classed as a vulnerable consumer if you:

- Have mental and/or physical health problems;
- Don't speak or read English well;
- Have reached your pension retirement age (i.e. 68+ years old).

If you have tried to contact your service provider and they won't answer the phone or send you a reply in writing to an e-mail, Consumer Affairs advises that you submit a formal complaint to your provider of consumer goods or services.

17.2 Submitting a Formal Complaint to Retailer

When submitting a complaint to your consumer goods or service provider you should gather all supporting documents and evidence you intend to rely on to support your claim. Such supporting documentation may include:

- Photos of a faulty product or service;
- Copies of bills or invoices paid;
- Notes and correspondence supporting conversations held with customer service representatives;
- A copy of your service contract;; and
- Account number

When you are ready to submit a complaint, Consumer Affairs advises that you look online for your service provider's "complaints procedure". Your service provider's complaints procedures and how to file a formal complaint should be listed on their website

If you decide to complain over the phone you will need to explain the problem clearly to a customer service representative and tell them how you would like the problem to be resolved (e.g. giving you money back if you've been overcharged or have a technical representative investigate a broadband internet connection at your home).

Consumer Affairs advises that you make sure that you ask the customer service representative: (i) how long it will take for them to act in response; (ii) the name of the customer representative; and (iii) for a customer call reference number. It is also a good idea to take note of the time and date you called.

When you put your complaint in writing, you will need to explain:

- What the problem is, and when it started; and
- How your supplier can resolve it (e.g. a refund if you have been overcharged, fix damages caused by a faulty installation, etc.)

When complaining in writing, you can either directly email your complaint to your service provider or print a physical copy of your complaint and submit it physically to your service provider. Consumer Affairs advises that you make sure you keep a copy of any emails you send to or receive from your supplier.

If you elect to mail a physical copy of your complaint ask the Post Office for proof of postage. Your consumer good or service provider should then get in touch with you and confirm whether they need any more details about your complaint.

Your consumer good or service provider should have your complaint resolved within 60 days of submitting your complaint and provide you with a 'decision letter' explaining their decision and how they will deal with your complaint. If after filing a formal complaint with your service provider you have still not received a formal response or phone call, it is advised that you file a complaint with Consumer Affairs.

17.3 Submitting a Complaint to Consumer Affairs

As a consumer you can complain to Consumer Affairs if you have already submitted a complaint to your consumer good or service provider and either:

- You are not happy with their decision; and/or
- You have not been given a decision within 60 days

Consumer Affairs is responsible for regulating and overseeing the commercial activities of providers of consumer goods and service and can:

- Get the service provider to look at your complaint again
- Decide that the service provider made the right decision
- Force the service provider to give you a response to your complaint and resolve your issues
- Conduct an inspection of a consumer good or service providers commercial location
- Impose cease and desist orders obliging providers of consumer goods and services to refrain from utilizing unfair commercial practices.
- Impose financial penalties on sectoral providers operating in breach of their legislative obligations (i.e. to handle consumer complaints in a fair and effective manner).



How to contact Consumer Affairs

Mailing address:

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Telephone:

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Rental Unit (441) 297-7700

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