

# CONSUMER WATCH

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CHRISTMAS EDITION



## Commemorating Fiji's 50th Independence

*From the dawn of consumer rights to a powerful voice of consumers today*

With technological advancements, the market has seen major shifts in consumer behaviour. Today, a consumer expects fast service and prompt responses from businesses – giving value to their monies. From shopping online for food, clothes and bags, technology has basically placed power in the hands of consumers. As the nation celebrated 50 years of Independence this year, the Council reflects on the role technology placed in advancing its services in upholding and protecting consumer rights in the country since its inception in 1976.

Being a young and budding consumer advocacy and protection organisation in late 20th and early 21st century, the only platform which consumers could utilize to lodge a complaint or seek advice on consumer related issues was face-to-face visits to the Council or through phones calls – both of which placed a burden on consumers' pockets. As times changed, the Council was mandated to address the technological challenges to remain relevant in a fast-changing economy.

The Council's first initiative to tackle the vastly changing consumer landscape was to establish a website and a

Complaints Management System (CMS) in 2008. This allowed the Council to update consumers on emerging consumer issues with press releases and features uploads. Additionally, consumers were able to lodge their complaints through the website complaint's portal which was linked to the Council's CMS.

In 2016, the Council launched the National Consumer Helpline (NCH) to promote fair, healthier and safer trading environment for consumers. It was created with the aim of supporting consumers who find it difficult to physically reach consumer protection organisations to lodge complaints and also taking into account that many were not able to access the internet. The Council staff, through the helpline were able to provide telephonic advice, information and guidance to consumers and to resolve, as best as possible, their concerns and grievances experienced in the marketplace – at no cost to the consumers.

This year, the Council added an additional medium through which consumers can lodge complaints in its efforts to reach as many consumers as possible. The Consumer Council of Fiji

Mobile App, as it is called, was launched in July and is an upgraded method of lodging complaints. It allows consumers to track the progress of complaints as it is linked to the Council's new automated CMS. Prior to this, the Council had two separate databases for face-to-face and NCH complaints. Through the new system, all complaints were streamlined into one integrated system, ensuring data was collated efficiently and accessibility of the information of real time. Records from the Council's regional office now is also linked with the new system; hence consumers can obtain information about their complaints from any divisional office.

After 43 years, the Council remains fiercely independent, proudly non-profit and non-partisan. Also, being a household name in Fijian homes, the Council is one of the longest existing statutory bodies in Fiji.

We've seen the power Fijians have when they come together and ask for better. Together with the Council, Fijians have worked hard to make sure the relationships we have with businesses in our everyday lives are fair and balanced.

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BE PROUDLY  
**FIJIAN**  
BUY FIJIAN MADE







**Bula and Greetings from Consumer Council of Fiji!**

2020 will remain a memorable year for one and all! The outbreak of Corona Virus Disease 2019 (COVID-19) brought many unprecedented challenges and has changed the lives of many and the way we live.

Despite these challenges, 2020 marked a number of milestone achievements and success for the Consumer Council of Fiji. Through this second edition of the Council's newsletter, I would like to share with you some of the highlights of this year and provide a glimpse of the year ahead.

The Council has witnessed a significant increase in the number of consumer complaints registered as Fijian people got together to fight the health and economic effect of the crisis. By understanding and embracing consumer issues at hand, we were able to provide them with the required support and in many instances the redress required.

To counter these issues, the team worked tirelessly to constantly lookout for misleading and dodgy practices, making sure that consumers get value for every dollar spent. Together with beefing up on market surveillances and trader visits to ensure fairness in the marketplace, rigorous awareness was also undertaken to equip consumers with necessary information and encourage assertiveness.

Continuous innovation in the services we provide to the Fijian consumers is the cornerstone of our success, hence one of our major achievements for this year was the development and implementation of the Consumer Council of Fiji's Mobile App. It was noted that consumers found it difficult to communicate and lodge complaints during the lockdown, hence in order to provide a convenient platform to consumers so that complaints can be lodged at the ease

of any locations, the Mobile App was launched. Additionally, in effort to provide efficient service, the Council developed and implemented a new automated Complaint Management System for a more structured and reliable system, bringing improvements to the work process

Another major area of importance to the Council was empowering consumers to build resilience during any form of crisis. Whilst a number of awareness was done to advocate on how consumers can become self-reliant especially in terms of fending themselves, the Council also ventured into a project titled "Back to My Roots" in Lomaivuna, Naitasiri, funded by Consumers International. The main objective of this project was to encourage communities to share traditional methods of planting so to promote sustainable production of farm produce. Additionally, the project also focused to inspire the communities to be self-resilient in producing their own fresh, healthy and nutritious food. The project was a success as communities formed a Farmers Council - first time ever, with the intention to support each other in the community. The Council is anticipating to venture in more similar project moving forward.

With Christmas just around the corner, the Council urges consumers to be vigilant whilst out and about shopping. Ensure to not only exercise your rights but also your responsibilities. We, as always would like to see you being confident in making decisions about your purchases and pay attention to finer details such as terms and conditions. Furthermore, we would like to remind consumers to work on their budget whilst spending for Christmas to avoid financial difficulties during back-to-school shopping in the New Year

The year ahead looks promising. As we ride the cloud wave to 2021, we will continue to monitor the consumer issues and how best the Council can deliver the solutions to such issues. As always, we thank you for your trust in the Council and with your continual support, feedback and active involvement, will continue to offer you the best-in-class solutions. Wishing you a healthy, prosperous and glorious 2021 and beyond.

**We wish you a very Merry Christmas and a Happy New Year!**

**VOX POP**

**Q: What do you think of the Styrofoam ban that will be coming into effect on 1 August, 2021?**

**LABASA**



"Well, it will mean there will be no more styrofoam takeaway containers and, perhaps, takeaway meals might become expensive if expensive alternatives, such as plastic containers are used for packing. Furthermore, there will be no more styrofoam esky and the low-income earners will have to go for the expensive alternatives" - Prenita Prasad



"Well, it is quite easier for packing and shifting materials and resources when styrofoam is around. However, things will be much more difficult in terms of packing and shifting if styrofoams are banned" - Latchman Sami

**LAUTOKA**



"It's a great idea because the substance in styrofoam never completely degrades; it cycles through our environment causing detrimental effects to our ecosystem and health." - Stephanie Fong



"I welcome the idea on styrofoam ban because it has adverse effects on our health and environment." - Sitiveni Namerua

**SUVA**



"I believe it is a good idea. Many times, during festivities we see a lot of styrofoam being discarded and it is polluting our natural resources. This will help put an end to one aspect of the pollution." - Ifereimi Rokomasa



"I use a lot of styrofoam for my crafts so this will force me to look for alternatives." - Litiana Cava

**Play Centre Safety**

Serious concerns were raised by the Council against play center service providers in Fiji. Cultivating an atmosphere of safety should be paramount when it concerns a child's life however, a recent incident revealed that a business failed to do so.

The Council received a complaint from an aggrieved parent whose son sustained serious injuries while playing at a prominent children's play center

in Suva and ended up undergoing a surgery. Upon investigation, it was found that some hazardous equipment was present at the play center, which could have potentially posed risks to customers who were present at the site. Immediate actions were taken and hazardous equipment were removed.

Whilst the matter is now with the Occupational Health and Safety (OHS) Department for enforcement action, the Council is urging parents to take precautionary measures such as inspecting equipment before allowing

their children to play and ensure their child's safety is not compromised. Businesses providing such services were also reminded to provide a safe and secure environment for their customers.

Parents who come across any hazardous condition in play centres which may place the health and safety of any child at risk, should immediately raise the issue with the staff. If not rectified immediately, parents should report it to the Council on the toll-free number 155 or through the Consumer Council of Fiji mobile app.

**Inter-island Shipping Services Woes**

For many Fijians living in maritime zones, travelling on an inter-island vessel is a magnificent lifetime experience, filled with joy and excitement.

While for some, it could be nothing less than a horrible experience at sea.

Using shipping services is always an ideal transit idea for many Fijians travelling to and from islands. Whether for work or for holidays, this transit means is usually the preferred mode of travel for many Fijians as it is cheaper and accommodates more people and luggage.

Each year, however, the Council is inundated with concerns raised by the general public pertaining to the quality of services received during travel. These concerns include congestion in vessels,

delayed departure from wharfs, loss of goods from the storage area and failing to provide services for which customers paid additional cash, to name a few.

Fijians from remote maritime islands also have a very high reliance on shipping services to transport their cargo from the mainland and vice-versa. Consumers opt for shipping services simply because they can carry more goods at a cheaper rate when compared with airline services. This includes items such as yaqona, root crops, building materials just to name a few. Consumers anticipate that their cargo will reach its destinations in a safe and sound condition.

Unfortunately, some consumers face the shock of their lives when their cargo goes missing!

Most of these complaints include cargoes opened without owners' consent or

inconsistencies in the number of cargo pieces being handled by the inter-island vessel staff.

The aggrieved travellers often seek answers for the following questions: How secure are consumers' goods when sent via inter island shipping services? Why these items go missing while under the care of shipping companies? Who will compensate consumers when their cargoes go missing?

Shipping companies should note that they are entrusted with the safe-keeping of the cargoes until it reaches its destinations.

The Council is concerned that vulnerable consumers continue to be exploited by some shipping companies through bad business practices and abuse of consumer rights.

**Illegal eviction notices**

Rental accommodation has become a common means to obtain housing for thousands of Fijians, as well as for expatriates and regional and international students. This has made rental accommodation a vital component of Fiji's housing system. However, this sector is not without its challenges in Fiji. One such challenge, which many tenants face, is illegal evictions by landlords. There have been many instances whereby landlords have given illegal eviction notices which demands tenants to leave their rental flats in a short span of time. Instances of such illegal evictions include: verbal notices; arbitrary evictions; and issuances of written eviction notices.

The Council has strongly condemned such illegal evictions and has labelled it as inhumane, given that it violates the constitutional right of tenants to freedom from arbitrary evictions.

In instances where landlords are intending to evict their tenants, they must follow the due processes by providing proper written and legally binding eviction as this will give tenants time to look for alternative accommodation. An important point which tenants and landlords should note regarding evictions is a Notice to Vacate.

A Notice to Vacate can be provided by either the landlord or a legal representative of the landlord. The notice period should be equivalent to at least one rent period as stipulated under Property Law, section 89 (2) (b) which states that:

"In the absence of express agreement between the parties, a tenancy of no fixed duration in respect of which the rent is payable weekly, monthly, yearly or for any other recurring period may be terminated by either party giving to the other written notice as follows: -

(b) where the rent is payable for any recurring period of less than one year, notice for at least a period equal to one rent period under the tenancy and expiring at any time, whether at the end of a rent period or not.

**What is the responsibility of tenants?**

Tenants must ensure that landlords issue tenancy agreements at the beginning of their tenancy period which outlines mutually agreed upon terms and conditions of the tenancy. This should include conditions of evictions and other tenancy conditions. Tenants should also make sure that rental payments are up-to-date and to take care of their rental property while occupying it.



The Alternative Dispute Resolution (ADR) is at the frontline in resolving consumer disputes. The complaints handling arm of the Consumer Council has been mandated to resolve consumer complaints through mediation with traders and service providers; advise and assist consumers on matters affecting their interests; refer cases that come under the jurisdiction of other consumer protection agencies for their intervention; support and maintain legal proceedings contemplated or initiated by consumers where the Council deems such support necessary; and provide debt management and consumer credit advisory services to financially illiterate consumers.

Mediation is a very effective tool utilized by the Council to resolve consumer complaints. It provides a forum and an atmosphere in which parties gain understanding, become understood, and work together to explore options for resolution. By resolving disputes in mediation, parties determine for themselves what is important and ultimately the outcome of the situation.

The second half of 2020 saw consumers still facing challenges brought about by the COVID-19 pandemic. Such challenges included; tenants not being able to meet timely rental payments and financial obligations as a result of job losses or reduced hours; delay in importations of spare parts of motor vehicles and white goods and cancellation of airline and shipping services, wedding events, venue hires and hotel bookings. Amidst these challenges, the ADR team facilitated resolving numerous complaints by acting as mediators between disputing parties.

The Council registered 1,561 complaints valued at \$1,564,237.11 from 1 July, 2020 to 30 November 2020. Out of the 1,561 complaints, the Council effectively resolved 1,332 complaints with a monetary value of \$1,059,163.43.

A total of 29 complaints were referred to the Small Claims Tribunal with 60 complaints referred to other relevant authorities. Currently, there are 236 active complaints which the Council is working towards achieving effective results. There were 66 weak cases during this period where complainants did not have sufficient evidence to support their claims after lodging their complaints. The following were the top five categories of complaints lodged at the Council.

1. Landlord/ Tenancy

Landlord and Tenancy issues topped the complaints category once again with a total of 242 complaints lodged at the Council. Issues such as landlords issuing verbal and improper eviction notices and disconnecting utilities of rented premises were raised by numerous tenants for the Council's intervention. The Council also facilitated negotiations between tenants and landlords in reaching suitable rental concessions for tenants affected financially by COVID- 19. Issues such as failure to refund bond and refusal to repair damages were also brought to the Council's attention.

2. Food and Drinks

Complaints relating to food and drinks such as sale of food infested with pests and insects, expired food items and unhygienic practices during food preparation continues to be a growing concern with 124 complaints received in this category. The Council has taken proactive measures in creating awareness on unhygienic and unsanitary conditions present in many supermarket and restaurants and has also involved the

relevant Municipal Councils and Food Unit under the Ministry of Health and Medical Services in issuing abatement notices and instituting enforcement actions against perpetrators of the Food Safety Act 2003 and Food Safety Regulations 2009.

3. VAT/ stamp duty/receipts

The Council received 98 complaints from consumers on issues such as illegible receipts, overcharging by traders and traders failing to issue receipts after making purchases. Upon receipt of such complaints, the Council warned traders against these unethical practices. Complaints warranting enforcement actions were flagged to the appropriate authorities.

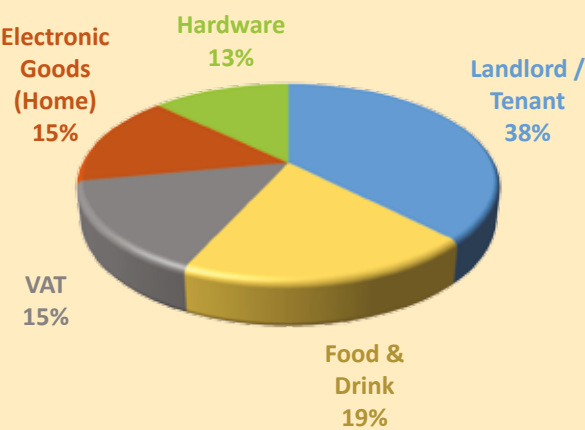
4. Electronic Goods (Home)

The Council received 97 complaints relating to electronic goods. White goods are often associated with substantial sums of money thus, consumers become frustrated when they are faced with issues such as products becoming defective multiple times within the warranty period; unavailability of aftersales services and spare parts; and products without warranty becoming defective within a few months of use. Consumers also informed the Council that the terms and conditions of the warranty were neither explained nor properly explained to them at the point of purchase.

5. Hardware

Delays in delivery of hardware to supply of shoddy and incorrect hardware products gave rise to 83 complaints in this category.

TOP 5 CATEGORIES OF COMPLAINT



Summary of consumer complaints received from 1 July to 20 November, 2020

Combined Statistics	Total
Total Number of Received and Registered complaints	1,561
Resolved Complaints through Mediation	1,332
Cases referred to Small Claims Tribunal	29
Cases referred to other Authorities	60
Weak Cases	66
Pending Cases	236

1. Faulty paint

Joe purchased a can of undercoat paint from RC Manubhai and when opening the can of paint, a week later, he was surprised to find that it was of clumpy. Joe informed RC Manubhai of the same after which other undercoat paint cans from the same batch were inspected. Upon inspection it was discovered that all the paint from the same batch was clumpy. Despite this, RC Manubhai failed to provide immediate redress because Joe's receipt was torn and the receipt number was not visible. When the Council intervened, RC Manubhai immediately provided him with full refund.

**Your right** - Consumers have the right to receive a fair settlement of just claims, including redress for faulty products.

**Your responsibility** - Consumers should keep proper invoices and receipts upon purchase of products or services to enable them to receive redress for unsatisfactory goods or services purchased.



2. Non-disclosure & deductions

The Council received a complaint against Kasabias Pte Ltd, Sigatoka. Brandon purchased window frames worth \$211.55. According to the trader's invoice, credit will be passed for goods returned within 7 days from date of purchase, provided they are accompanied by original invoice and if the items are not damaged and in original packaging. Brandon took the item back to the trader within 7 days of purchase seeking a refund as he had a change of mind. To his dismay, he was advised that there would be a 15% deduction for handling cost. He noted that there was no disclosure of the handling cost in the invoice. When the Council intervened, Brandon was then provided full refund without any deductions as the trader had failed to

disclose the handling cost to the consumer.

**Right to information** - All facts and information including any fees or charges should be clearly communicated to consumers in order to allow them to make informed and confident decisions about goods and services they intend to buy. Consumers are also advised to be attentive to refund/ cancellation clauses found in invoices and receipts.



3. Hotel pays up

Lee paid \$174.82 to book a night's stay at Nalagi Hotel, however, due to COVID-19, the booking was cancelled by the trader. Lee was then informed by the hotel that he would be refunded the full amount as the pandemic was not foreseeable. The trader failed to provide refund for months which prompted Lee to approach the Council. When the Council intervened, the consumer was provided full refund.

**Your right** - Consumers have a right to be provided redress for services not provided.

**Your Responsibility** - Consumers need to be proactive by highlighting such incidences and raising concerns against services not delivered. The Council urges consumers to be vigilant and raise consumer issues through the Council's National Consumer Helpline, 155 or Consumer Council of Fiji Mobile App (available for download on Google Play Store). Consumers may also visit the nearest Council's office to have their issues addressed.

4. Hotel service woes

Litiana and her family experienced poor service at The Terraces Hotel. During their stay they found that the cooking utensils were dirty, there was dirt under the bed, the television was faulty and the balcony bulb was also not working. When the complainant raised these issues with the hotel, she was refused redress. Through Council's intervention, the complainant was provided with a full refund.

**Your right** - Consumers have a right to be provided with a redress for unsatisfactory services.

**Your responsibility** - Consumers have the responsibility to assert themselves to get a fair deal. The Council urges consumers to be vigilant and raise consumer issues to the Council so that appropriate action is taken against traders who provide poor services.



## 5. Cat excretion on couch

Shanil gave his sofa set (which was still under warranty) to Vinod Patel for repairs. The complainant claimed that when the couch was returned to him, it had traces/ deposits of cat excretion on the sponges. When the Council raised the issue with Vinod Patel, they provided the complainant with a replacement sofa set.

**Your right** - Consumers have the right to a fair redress. Redress can be in the form of repair, replacement and refund.

**Your responsibility** - Consumers have to be alert in asserting their rights and need to be proactive in highlighting such incidences to the Council. They have to be vigilant while seeking redress from traders

## 6. Written-Off Vehicle For Sale

Setoki (complainant) purchased a vehicle from Shanal Shivan (respondent) and later found that the vehicle had been involved in an accident and had been written off. Upon knowing about this, Setoki inquired with the respondent as to why this was not revealed to him prior to the deal. Safety concern now has made Setoki to not to drive the car anymore as the vehicle was purchased for the primary purpose of transporting his grandchildren to and from school. Setoki sought the Council's assistance in getting refund from the respondent. The Council's efforts in attaining this was unsuccessful causing Setoki to seek legal action against the respondent

**Your right** - Consumers have the right to be informed of the facts in order to make informed and confident decisions about goods and services they pay for.

**Your responsibility** - Consumers have the responsibility to be more alert and questioning about the price and quality of goods and services before purchase.

## 7. Incomplete Construction

Complainant was given quotation of construction materials for the construction of her house amounting to \$9452.09. A hire purchase agreement for the purchase of construction materials was duly executed between complainant and the respondent. However, the respondent only delivered items worth \$3582.09. The complainant has been following up with the respondent for delivery of the remainder items but was not provided any favorable response. Thus, the complainant sought the Council's assistance.

Upon the Council's intervention, a mediation was conducted whereby it was discovered that the respondent did not have remainder items from the quotation to deliver. The respondent agreed to provide you a refund of \$264.81. However, the respondent failed to refund the full amount as agreed as they deducted interest, administration cost, stamp duty and documentation cost. The Council intervened again whereby the respondent agreed to reimburse the interest, stamp duty, administration cost and documentation cost amounting to \$603.95.

**Your right** - to receive a fair settlement of just claims.

**Your responsibility** - Consumers are encouraged to exercise their consumer responsibility of action where it is the responsibility to assert ourselves and act to ensure that we get a fair deal. As long as we remain passive consumers we will be exploited.



### 1. Dog Food Concern

**Your query:** "The prices of pet food are very high. Some brands are just too expensive. I consider my dogs as my family. I request that you look into this and find out why the price is so high."

**Our Advice:** The price of pet food is not regulated as regulation is only for basic food items. It is advisable that consumers exercise comparative shopping when purchasing food for their pets

### 2. Regulated or Not Regulated

**Your query:** "There is a price hike of fizzy drinks such as Coca Cola and some shops are selling 600ml bottle for \$3.00. I want to know why is there a difference in prices and whether this is regulated or not because certain supermarkets sell it for \$2.50."

**Our Advice:** The price of fizzy drinks such as Coca Cola is not regulated. Traders are provided with a Recommended Retail Price (RRP) for fizzy drinks that traders may follow however, they are not mandated to follow it.

### 3. My money is my money

**Your query:** "I subscribed to a data plan and my purchased credit got deducted. Vodafone does not have any right to deduct my money without my permission."

**Our Advice:** Switch off your mobile data icon after use. Failing to do so will result in your background applications chewing your data. Also ensure to unsubscribe from your data plan to avoid auto re-subscription.

### 4. 90 days' notice

**Your Query:** "My landlord has given me an eviction notice for only 30 days. Actually, the law says 90 days' notice. Why is my landlord not following the law? I will vacate after 90 days."

**Our Advice:** There is no law stipulating that landlords have to issue a 90 days eviction notice to tenants. Section 89 of the Property Law Act 1971 clearly states "whereby the rent payable for any recurring period is less than one year the termination of tenancy agreement is equivalent to at least one rental period (30 days)".

### 5. Rental concession

**Your Query:** "Due to COVID-19, both my husband and I have been laid off by the resort we were employed with. I sought a rental concession from the landlord, however, he refused to reduce the rent saying that he has mortgage repayments to meet. Can he refuse to reduce the rent?"

**Our Advice:** Yes, the landlord has the right to refuse reduction in rent. It is not mandatory for residential property owners to reduce the rent. Rental concession is entirely dependent on the property owner's discretion.

### 6. To pay or not to pay

**Your Query:** "I purchased a fridge on hire purchase that came with a two-year warranty. During the warranty period, I faced issues with the fridge and the fridge was taken for repairs by the trader. Do I still have to continue with my hire purchase payments despite the fridge being taken in for repairs?"

**Our Advice:** Yes, you have to continue your payment obligation under the hire purchase arrangement by virtue of the agreement signed with the trader. The trader can institute debt recovery proceedings if you fail to meet your hire purchase payments.

## YOUR QUERY, OUR ADVICE

### 7. Manufacturer's Warranty

**Your Query:** "I purchased a washing machine that came with a 2-year warranty. When I opened the packaging of the washing machine upon delivery, I noticed that information in the package indicated that the washing machine came with a 5 years manufacturer's warranty. Can I lodge a complaint against the trader for providing me with a shorter warranty period?"

**Our Advice:** Yes, you can lodge a complaint. Pursuant to Fiji's consumer protection laws, it is compulsory for traders to pass on the manufacturer's warranty to consumers.

### 8. Bond refund

**Your Query:** "Due to COVID-19, I am unable to pay my 3-months' rent because my husband does not work. We have shifted from the rental premises to a relative's place now we're requesting for a full bond refund. The house is in a good condition with no damages, and we have cleared our utility bills too. Can the landlord hold up our bond money?"

**Our Advice:** Yes, the landlord can use the bond to clear rental arrears you have had for the past 3 months. However, if you clear the arrears, the landlord must refund your bond.

### 9. Exclusionary notice

**Your Query:** "I purchased a pair of shoes and noticed that the receipt had the following clause "No refund or exchange upon purchase". Are traders allowed to write such clauses given that as a consumer I have the right to redress if the product I purchase is faulty?"

**Our Advice:** traders are not allowed to include such clauses in receipts or put up such notices in their shops as it is illegal as per the exclusionary clause in the FCCC Act 2010.

### 10. Should I pay for repairs?

**Your Query:** "I purchased a smart phone worth \$2000. The phone came with a 2-year warranty. Within a week of purchase, I accidentally dropped the phone in a swimming pool and as a result the screen went blank. I immediately took the phone to the trader for repairs as it was still under warranty however, I was surprised when they told me to pay for the repairs despite the warranty. The trader informed me that it is a liquid damage thus, the warranty becomes void. They showed me the clause relating to liquid damage on the warranty document however, I informed them that I was in a rush and I did not read that clause prior to buying the phone. Can they ask me to pay for the repairs?"

**Our Advice:** Yes, they can demand that you pay for the repairs provided this (liquid/physical damage is not covered) is disclosed in the warranty document. Consumers need to read the terms and conditions of warranties and seek clarification on any technical terms before finalizing purchase.

### 11. Product not fit for purpose

**Your Query:** "I purchased an Anti-Lock Brake System (ABS) accumulator however, the vehicle started facing issues within a week of installation. I raised the issue with the trader however, I was informed that they couldn't do anything about it as the accumulator did not have a warranty. Can I lodge a complaint with the Council against the trader given that I had spent over \$800 for the accumulator?"

**Our Advice:** Yes, you can lodge a complaint. Although the accumulator did not come with a warranty, our consumer protection laws make it very clear that the goods sold must be of merchantable quality.





There is an increasing number of people opting to purchase medical insurance on the premise that illnesses, injuries, and other medical setbacks can be astronomically expensive. When purchasing a medical insurance, consumers must not forget to declare their health information.

How is this done?

Health declaration for medical insurance is carried out by filling in a Health Declaration Form which will be provided to you by the insurer before purchasing the respective medical plan. If unsure about any of the sections in this form, consumers should seek clarifications from the insurance representative of the insurance company.

Why you need to complete all sections of the Health Declaration Form?

This is to ensure consumers are given the right insurance protection – an important instrument that gives the right compensation at the right premium. Health declaration also applies when you want to initiate medical insurance on an already existing insurance policy.

What do you need to keep in mind when filling the Health Declaration Form?

- Remember to answer all questions;
- Answer as accurately as you can and do not leave anything out;
- It is better to report too much than too little;
- You are responsible for ensuring that the health declaration is complete and filled in correctly; and
- Seek clarification on any confusion – no matter how small.

Getting the right medical cover

The information provided when applying for medical insurance forms the basis of your policy, and the compensation to be paid in the event of a claim. If incomplete or inaccurate information is given in the health declaration, compensation may be reduced or, in the worst scenario, consumers will receive no compensation at all from the policy.

Paying the right Premium

In order to determine your premium, insurance companies assess the risk. Part of their assessment is based on the information provided in the health declaration. For poor health conditions, a slightly higher premium may be required for your insurance. Insurance companies sometimes make the assessment that illnesses/diseases or discomfort/complaints must be excluded from the insurance cover; these are called restrictive clauses. In these cases, there is no need to pay a higher premium for your insurance, but no compensation is received if you contract the illness to which the exclusion applies. Sometimes an exclusion may be combined with a higher premium.

What happens to your application?

After completing the health declaration, the insurance company will assess and determine if there is a need to request further information from you or from a doctor/ hospital

in cases you have reported anything that they feel may be significant for the insurance policy. Insurance companies will ask for an authorization which gives them access to this type of information. This authorization ceases to be valid once a decision about your application is made. In certain cases, insurance companies may request for you to consult a doctor for an examination. The health declaration and supplementary documents are handled confidentially.

This is why it is very important that accurate and complete information in the health declaration is submitted when applying for insurance cover or wish to change an insurance policy that you have already taken out.

Questions that should be asked when purchasing Medical Policies.

To help you settle for the right health insurance policy, here is a list of ten questions you must ask your insurer:

1. What type of health plan it is?

The first thing that you must ask your insurer is the type of insurance plan that is best for you. Go thoroughly through the benefits of each plan and then choose the one that best caters to your requirement.

2. What does the policy cover?

Policy coverage or inclusions is the set of conditions that are covered under the health insurance policy that can be claimed. You must read the policy document carefully to understand the exact coverage on offer.

3. What the policy does not cover?

Policy exclusions are the conditions that the policy will not cover. Some insurance policies do not cover the treatment of certain diseases in the first year or the waiting period.

4. Does your health insurance policy cover routine tests?

Certain health disorders require you to undergo routine medical check-ups. You must ask whether or not your plan will pay for your routine check-ups.

5. How much does the plan cost?

The cost of the plan is the monthly premium or the amount you pay per month (or quarterly) to your insurer to keep your health cover active. Depending on the type of plan you choose and the amount of coverage you require, the cost can vary.

6. How is the policy premium determined?

When it comes to determining the premium you pay for your health plan, age is a major factor. The older you are, the more prone you are to diseases and so the premium cost will be higher. Previous medical history also plays a role in deciding your health premium. If you are healthy with a favorable medical history, your premium tends to be lower.

With retailers already announcing their 2020 holiday seasonal discounts and specials, it is creating the much-anticipated hype among the Fijian consumers. While much of what people enjoy, and remember fondly, about the holiday season will remain the same, this year’s holiday shopping experience falls under the shadows of the COVID-19 global pandemic. While stores are operating mostly as per the normal operating hours, they are also adjusting operations focused on higher standards of physical distancing and safety. As per historical trends, there is a spike in certain types of financial transactions and dealings during festive seasons. Such transactions include increased number of consumers buying goods on lay-by, hire purchase, consumers taking personal loans from financial institutions and money lenders to celebrate the festivities and thousands storm to shop for the much-anticipated back to school for the new school year.

Therefore, the Council’s Debt Management & Credit Advisory Service would like to provide the following financial tips while engaging in such financial dealings;

Lay-by

- Obtain a lay-by statement with clear information on price of the goods, how much is paid, the remaining balance with the timeframe within which payments need to be completed to close the deal;
- Look out for exclusionary notices – some unscrupulous traders place exclusionary notices such as “Once, on Lay-by, no change of mind and no refund”. Note that exclusionary clauses are illegal under Fiji’s consumer laws; and
- Get your refund upon cancellation - by virtue of the Sale of Goods Act, a buyer is entitled to a refund of the amount paid on a lay-by sale subject to reasonable deductions made by the seller for costs incurred in handling the lay-by sale (both, administration cost and loss of value).



Hire Purchase

Anything you buy under a hire purchase agreement must be;

- Of merchantable quality;
- Fit for its normal purpose, and reasonably durable; As described, whether the description is part of the advertising or wrapping, on a label or something said by the salesperson;
- If goods hired under a hire purchase agreement are or becomes faulty, with no fault of the consumer, the trader

becomes responsible for providing an appropriate redress;

- Under a hire purchase plan the consumer has a duty to take reasonable care of the hired goods. If the goods are damaged by the consumer and returned to trader, they are entitled to refuse any redress;
- Read and understand the contract very properly before signing;
- If you don’t understand the contract, you have the right to take it home and explained it to you by someone or your lawyer. The hire purchase company cannot force you to sign the contract on the same day; and
- Always ask for any hidden fees/charges that you need to know.

Moneylenders

- Before you decide to take a loan, think twice. Ask yourself whether you can do without this loan until your next pay; how this loan will ease your financial burden; and what will happen if you don’t take this loan;
- Only deal with registered moneylenders who possess a license number to operate. Do not sign a contract with unlicensed moneylenders;
- Always ensure that you have a written contract with your moneylender which covers all relevant information related to the money you intend to borrow;
- Read the terms and conditions contained in the contract thoroughly and understand them before signing;
- Do not sign the contract if you disagree with any clause;
- The interest rate in the contract should not be more than 12 per cent per annum on the amount borrowed. An interest over 12 per cent per annum is regarded as excessive and the transaction is deemed harsh, unacceptable and unfair;
- Demand properly stamped receipts for each repayment;
- Avoid multiple borrowing from moneylenders as this will only lead you to more debt; and
- Keep track of the amount being paid so that you do not end up paying more than what you owe.





# PROMOTING SUSTAINABLE PRODUCTION AND CONSUMPTION

The earth can only produce a limited number of resources such as water and food for human consumption and as such can only withstand a certain degree of greenhouse gas emissions in order to stay healthy. Individuals are dependent on the earth for survival and well-being, however, will face detrimental consequences if our current unsustainable production and consumption pattern continues. Consumers should be at the forefront in the fight against unsustainable consumption and production as the current consumption choices and patterns are having a huge impact on the environment. Hence, to live in a healthy environment and have secure access to essential services like energy, water and sanitation, consumers play an important part in achieving sustainable consumption. To enable consumers to make decisions, which support a more sustainable lifestyle through sustainable choices, the Consumer Council of Fiji has conducted numerous awareness sessions, activities and rigorous campaigning over the past few years.

## Our work in this area?

The Consumer Council of Fiji is part of a global campaign and a rising movement against unsustainable consumerism along with Consumers International - the membership organisation for consumer groups around the world

## Green Action Fund Project

The Consumer Council of Fiji's 'Back to My Roots Project', themed Food Security: Planting organic food using traditional methods was implemented in the Lomaivuna, Naitasiri, aimed to promote sustainable production and consumption practices amongst rural consumers who are also engaged in subsistence farming. The project supported the Sustainable Development Goal 12 of achieving economic growth through sustainable production and consumption. It was focused specifically on incorporating traditional farming practices in farms, whether subsistence or commercial by creating a platform for individuals to share traditional knowledge for sustainability.

The project not only helped participants to understand sustainable production and consumption methods but also created a sharing community that helps foster food security, alleviate financial distress and equip Fijian consumers to better face adversities posed by any crises. The current COVID-19 pandemic has taught Fijian consumers of the need to be resilient in the face of crises, hence the implementation of this project.

total of 46 farmers attended the recognition program, together with representatives from various stakeholders such as the Ministry of Agriculture, Ministry of Rural, Maritime Development and Disaster Management and Ministry for Defense, National Security and Policing, Ministry of Commerce, Trade, Tourism and Transport and the Naitasiri Provincial Council.

## Guardians of the environment

Members of the Naivakacau Women's Club in the province of Tailevu vowed to reduce the impact of their consumption on the environment.

The women took a pledge to conserve natural resources and protect the environment for future generations. They committed to be guardians of the environment, leading the way for their village and neighbouring communities.

## Testimonials

**Elena Radiniceva, 70,**

"There is a river just beside this village. We must become sustainable because this river is used for bathing and also a source of food for some of us. With the training provided by the Consumer Council, we are now aware of our responsibilities towards ourselves, especially our environment. We are grateful for the Council for the changes made in our everyday living".

**Wakesa Navakasa, 54**

"I just realized this after the training conducted by the team from Consumer Council of Fiji that the vegetables that we buy may contain chemicals. In this case, we should teach ourselves to plant our own food. Why buy noodles when it's not our food. Vegetables are our food because it's healthy".



## What we achieved?

### Community visits and Mobile Units

Community visits and mobile units were conducted from 8 September, 2020 to the 25 September, 2020 in partnership with the Ministry of Women, Children and Poverty Alleviation. The Council visited churches, communities, market vendors, settlements in the Naitasiri Province, leading up to the main workshops for the identified farming sectors in Lomaivuna. There were 2,736 people reached during these events.

### Training

A training was done with the women's group in Naivakacau village in Tailevu during the focal week where they shared their views on the importance of sustainable living and sustainable subsistence farming using traditional techniques. A total of 30 women were part of this training.

### "Back to My Roots" Video Competition

A video competition was launched through Facebook where youths were encouraged to submit a 60-seconds video on the question "What do they think about the current farming practices employed in Fiji and how this can be improved to ensure minimum damage to the environment?" The Council selected and rewarded three winners from the entries received.

## Workshops

- The targeted Lomaivuna locality had eight farming sectors. The Council created 4 clusters where each cluster consisted of two sectors. Approximately 40 farmers participated in each cluster. The Council worked closely with the Ministry of Agriculture in terms of the technical expertise. There were about 160 farmers that participated in the four-day workshop.
- The Ministry of Commerce, Trade, Tourism and Transport trained farmers on the requirements and procedures for organic certification.

### Pilot farms

After the workshops, a competition was organized whereby each cluster was required to prepare a pilot farm, incorporating the traditional farming techniques learnt from the workshop. Each cluster was allocated three weeks to complete their pilot farms.

### Recognition Program

A recognition program was conducted on 29 October, 2020 to recognize farmers for their efforts to develop the pilot farms. The chief guest for the event was the Hon. Minister for Rural, Maritime Development and Disaster Management and Minister for Defense, National Security and Policing Mr Inia Seruiratu. The chief guest spoke on the importance of organics in Fiji. A

## Impacts

- The Council noted significant changes in the farming mechanisms employed by the participants. Traditional techniques highlighted during the workshops were largely incorporated on the pilot farms. These techniques include the use of contouring on the hill for pineapples, intercropping, organic mulching, organic compost, terracing, cover cropping, green manuring, zero cultivation and physical weed control techniques.
- The project also fostered solesolevaki; a lost cultural way of life used in villages. The term solesolevaki accentuates the concept that many hands make work light.
- The Lomaivuna Farmers Council was formed from the Back to My Roots project. This is the first time such a Council was formed in the history of Lomaivuna dedicated at giving a collective voice to the farmers, enabling them to pull their resources together, and share manpower.
- After the project, most farmers had indicated an intention to dedicate ¼ of their land for organic farming.
- This project also brought different stakeholders together especially policy makers who were present during the recognition programme and have now assured the farmers that further meetings would be held to discuss avenues to assist them.

**Amit Kumar, 42**

"The project was very useful to us here in Lomaivuna especially working together in groups to achieve something. This is the first time we have done this as we always work in isolation. We are grateful to the Council for taking their time out and reminding us of our duty towards the environment and the importance of protecting it. I am happy that this project has brought the farmers together".

**Jonati Tikolevu, 45**

"I was born and raised here in Lomaivuna. For the first time in 40 years, we have the Lomaivuna Farmers Council. This is a great initiative for the farmers and the people of Lomaivuna because this Council will assist the farmers. We thank the Consumer Council of Fiji for giving us the opportunity to work together and help assist each other during this time when we are struggling".

**Sakiusa Matavesi, 62**

"This is a great opportunity for us here at sector 5 to work together in this farm. When we talk about traditional farming method, it is what we are doing here today. This project has taught us to be sustainable and think of our future generations by working together as a team and achieving a goal. We want to thank the Consumer Council of Fiji for this project".



# BACK TO SCHOOL

Back-to-school time has become its own shopping season. With the start of school looming for most, parents would undoubtedly be scrambling on all fronts to ensure they have all that is needed for their children in the upcoming new school year. With the country still reeling from the effects of COVID-19, it is understandable that many will find it challenging to cater for their children's school needs. Hence, it is important to ensure that parents do not overextend their finances for back-to-school shopping and critically analyze each purchase.

Here are some tips for smart-back-to-school shopping:

## Take Inventory of What You Have

Create a list. This will help you monitor your spending and stay within your budget. Include all the school supplies your child needs and carefully identify which of these items can be reused from previous years and remove these items from the list. This will help save you money.

## Group Items On Your List

After sorting to what's already available, further group your list into essential and non-essential items. This will help you prioritize your purchases.

## Set a Budget

Budgets are another important tool you must utilize. There must be financial boundaries and limits set. This eliminates any form of impulse buying which may be regretted later.

## Check Weekly Guides For Great Deals

Many traders will offer back-to-school specials. Check weekly adverts on specials, compare prices and see which business provides cheaper prices. This will help reduce spending. While it may not seem like much difference, the sum of all the purchases will reflect a bigger saving than earlier anticipated.

## Choose Quality

Sometimes spending a higher amount initially on an item will actually save money. For instance, a leaky pen will cost you more in ruined clothes and pencil cases than a better quality but more expensive variety. Not every costly item will last as long as you'd like, however it is important to consider these purchases carefully.

## Think Long-Term

Try and buy supplies that can last children longer than a single school year.

## Ask About Return Policies

Be sure that the backpack or the calculator you are buying at a discount price can be returned if necessary. Check the traders return policies before making the purchase.

## Read the Labels of Products

Ensure you are aware of the contents, durability of the item, any special conditions, etc. Also, be careful of "Buy One and Get One Free" promotions. Sometimes such promotions are used to get rid of inferior quality products or products that are not fast moving.

## Consumers Should Also Shop at Stores That Offer Honest Deals

This may mean traveling an extra mile, but it may save money. You need to know which shops offer you best prices and good quality uniforms, books, stationeries and other essential items. And the best way to do this is to check advertisements and promotions on traditional media and social media platforms.

## Observe the Scanner

Finally, when you are queuing up at the counter always observe the scanner so that prices displayed on the items you are buying are correctly recorded on the cash register.

## COMBO DEALS ON THE RISE

Combo deals are a common sight in stores as well as advertisements – especially during the festive seasons. So, consumers should carefully evaluate such deals to ensure they get value for their money.

### What are Combo Deals?

A combo deal is a combination of goods and/or services sold to consumers in a single package. Typically, the products in a combo deal go together such as a laptop and printer.

#### Let's look at some examples of combo deals:

A trader in Suva selling an Aluminum pot, Kerosene stove and plastic basin with a combo deal price of \$71.59.

A 7Kg twin tub washing machine, 4 burner gas stove and 191L refrigerator going for \$1499 as a combo deal package.

### Issues in Combo Deals

A survey was conducted by the Council to determine if there are any issues in combo deals being offered by traders. Some of the issues discovered were;

#### 1. Absence of original individual price.

The absence of the original individual price in combo deals implies that consumers will not be able to determine whether they are actually saving from the combo deal or not.

#### 2. Validity period of combo deals not specified in advertisements.

The absence of validity period can be classified as bait advertising whereby consumers can be lured by traders offering combo deals however, when consumer visit these traders, they would be informed that the combo deal offer has ended.

#### 3. Clear description of items in the combo deal not provided.

The lack of clear descriptions of items in combo deals restricts consumers from making informed decisions.

#### 4. Disclosures of warranty period.

Items advertised in combo deals do not specify whether the warranty, if any, provided applies to all the items in the combo deal or on a particular product.

#### 5. Product brands

Typically, a combo deal has a well-known and reputable brand of product coupled with a brand which is either new to the market or is a generic brand which is not that renowned among consumers. At times, this may be designed to push or offload unknown brands on consumers.

### Shopping Tips for Combo Deals:

#### Always compare individual product prices.

Just because something is labelled as a "specially priced" combo deal does not mean that the combo deal price is lower than the total combined prices of the individual products in the deal. Always check the current prices of the individual products and services included in the deal, including any sale or promotional discounts that may apply.

#### Do you really need it?

Often times, combo deals include things you are not really in the market for, but at such a nominal additional cost, who can

resist? Ask yourself if you really have a need for the items in the deal?

#### Read the fine print.

Like any other purchase, read the fine prints such as product warranty and return policies before making the purchase. As times combo deals may be used to get rid of certain inferior products.

#### Get reviews

Before making the purchase, get reviews from your family and friends who may have bought products of the same brands as in the combo deal. You can also read reviews of similar products and brands online.

## WEEDICIDE LABELLING CAUSES A LOSS TO FARMERS

Some dalo farmers lodged complaints with the Council pertaining to improper labelling and directions for usage of the weedicide Samurai 200. The farmers opted to use this weedicide as an alternative to Paraquat 360 which has been banned by the Ministry of Agriculture due to its devastating effects on the environment as well as humans.

The concerned farmers raised the issue that as a result of the application of the wrong dosage of the weedicide, their produce suffered stunted growth. The Council conducted an investigation into this matter and discovered the following.

1. Whilst the instructions for usage was in all languages (English, Hindi and iTaukei), the information on chemical mixing proportion was missing when translated in iTaukei.

2. Upon seeking assistance from the sales staff of the distributors, the complainants were advised to follow the same mixing proportion similar to the paraquat mixing proportion. Given that this is an entirely new chemical, proper labeling as well as advice by retailers on its mixing ratio was not accurate. Consequently, the complainant's dalo plants were affected given the wrong dosage that was applied resulting in stunted growth.

The Council raised this issue with the Ministry of Agriculture whereby an investigation into the matter was conducted. The Ministry concluded that translating the contents into all three languages is not viable as the prints would become too small to read however, agreed to prepare an information sheet detailing all relevant information about the chemical in all three languages. The ministry also informed the Council that they will be more vigilant and aggressive in training retailers who sell such chemicals.







# THUMBS UP

## 1. Lost Grog

Suliasi used the services of CDP Courier Limited to send grog from Labasa to Nadi. However, the package went missing during transit and the trader did not offer any assistance to recover the grog. Upon the Council's intervention, CDP replaced the missing grog with 63kg of grog.

## 2. Mouldy Furniture

Khan purchased office cabinets and drawers from Vinod Patel & Co Ltd which developed mould within 6 months of usage. When Khan raised his concerns with the trader, he was informed that the mould growth was due to environmental factors which was not covered under warranty. Upon the Council intervention, a full refund was provided to the complainant.

## 3. Wrong Fuel In Brush-Cutter

Samu bought a brush cutter from Rups Big Bear which malfunctioned shortly after purchase. Samu sought a replacement from the trader but was denied. When the Council initiated discussions with the trader, it was discovered that Samu had used incorrect fuel in the brush cutter. Despite Samu's negligence, the trader repaired the brush cutter at no cost.

## 4. COVID-19 Wedding Cancellations

Sarah engaged the services of Dream Events Fiji to carry out wedding decorations and event management services for her daughter's big day. Sarah paid a sum of \$700 as deposit to book their services. Due to COVID -19, the wedding was cancelled whereby Sarah was promised by the trader they would provide their services on any other date the wedding is rescheduled to. When Sarah confirmed the new wedding dates and informed the trader of the same, she was advised by the trader that they will not be provide their services as they are booked on the said dates. Sarah was frustrated with trader's response and sought the Council's intervention for a full refund. When the Council intervened, the trader initially denied a refund, indicating that the deposits were non-refundable. However, upon further negotiations with the trader, a full refund was made.

## 5. Rodent Smell Given Off Bedsheets

Samantha purchased 2 bedsheets from Kings Mart. The bedsheets were in a sealed package. Upon opening the packaging at home, she noticed that the bedsheets gave off a foul odour which smelt like rodents. She washed the bedsheets hoping that the stench would go away however, it remained. When she raised the issue with the trader, she was denied redress and informed that the bedsheets were not faulty. When the Council liaised with the trader informing them that bedsheets were not supposed to be giving off such a foul smell, the trader provided her with a full refund.

## 6. Water Woes

Naman was receiving little to almost no water at his residence for several years. The issue was raised to the Water Authority of Fiji (WAF) on multiple occasions, however WAF failed to resolve Naman's complaint. When the Council intervened, WAF installed a new pipe at his residence and rectified the issue.

## 7. Accumulator Not Needed

Rakeshni was having mechanical issues with her vehicle thus, she consulted Atoz Spare Parts to identify the problem. Rakeshni was advised by the trader that she needed to replace the Anti-lock Braking System (ABS) Pump thus, she acted on their advice and purchased the same. Rakeshni took the ABS pump to her mechanic for installation however, she was informed that her original ABS pump was not faulty hence there wasn't a need for replacement. When Rakeshni raised the issue with Atoz, she was denied a refund thus, she lodged a complaint at the Council. Upon the Council's intervention, she was provided full refund.

## 8. Consumer Receives Warranty

Tania purchased a freezer for \$950 and was verbally informed by the trader that the item came with five years warranty. She later discovered that the warranty document stated the warranty period was only for three years. Understanding that there was misrepresentation by the trader, she raised the issue with

the Council. Through the Council's negotiations with the trader, Tania received an extended warranty from three to five years in writing.

## 9. Vacation Turned Into a Nightmare!

Linda saw an advertisement on social media posted by Desvos Villa offering discounted rates for accommodation. The advertisement video displayed a luxurious swimming pool which swayed Linda into booking her stay to celebrate her father's birthday. Upon reaching the villa, Linda was astonished to discover the condition of the main pool as it did not meet her expectation because the pool was relatively different from that of the advertised video. Linda decided to cancel her stay and demanded a refund which was denied by Desvos as Linda failed to provide a 24-hour prior notice according to the cancellation policy. When the Council intervened, Desvos offered her one-night stay without any further charges.

## 10. Fuel Price Saga

Peter purchased two drums of fuel from Supreme Fuel Limited two days prior to the fuel price change and left it with the respondent to load onto a ship for transportation. However, due to an increase in the fuel price after the announcement by Fijian Competition and Consumer Commission (FCCC), he was asked to pay for the price difference which was not disclosed initially. Disgruntled with the fuel company, he sought the Council's intervention. The Council liaised with the trader who waived the price difference of \$35.

## 11. Weevils In Rice

Deo purchased 1kg Basmaati Premium Rice from New World Supermarket and was surprised to find weevils inside the packet. He lodged his complaint with the Council and questioned how a sealed packet of rice can be contaminated. The Council raised the matter with Ashabhai Fiji Ltd (local distributor), whereby Deo was provided a replacement along with one 2 x 2.2 litre Fresh N Juicy juice despite misplacing his receipts.

# THUMBS DOWN

## 1. More Than a Thousand Dollars Lost On Accumulator

Jona purchased an Anti-lock Braking System (ABS) accumulator from Ariana Cars for \$1,500. When his mechanic installed the accumulator into his vehicle, he noted that it was faulty. Within seven days of purchase Jona notified the trader of the issue and sought a refund however, his request was denied. Jona then sought the Council's assistance. The Council conducted an independent company search and discovered that Ariana Cars was no longer in business. Jona was then advised that he could escalate the matter for enforcement intervention and seek the assistance of the Legal Aid Commission.

## 2. Rugby Jerseys Not Received

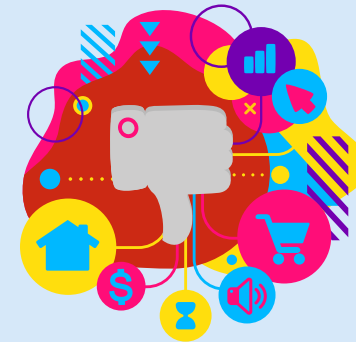
Nema purchased 15 pairs of rugby jerseys worth \$1,800 from Kaiviti Rugby in October, 2019 whereby he was promised that the jerseys would be ready in a week. Several weeks had lapsed however, Nema still did not receive the jerseys, thus, he sought the Council's assistance. When the Council contacted the trader, they stated that a refund would be provided to Nema by the end of June, 2020. Despite several follow ups by the Council, the trader failed to provide the refund. The Council escalated Nema's case to the Small Claims Tribunal.

## 3. Failure To Issue a Proper Eviction Notice

Raju's electricity and water supply were disconnected by his landlord over a dispute of non-payment of rent. Raju told the Council that his water and electricity supply were disconnected because his rent payment was late for the month of September. Raju made several requests to the landlord to reconnect the utilities but to no avail. Despite the Council advising the landlord that disconnecting the utilities is illegal, he refused to restore Raju's electricity and water supply. The matter was referred to the Fijian Competition and Consumer Commission.

## 4. Luggage Weight Questioned

Ruby queried with Goundar Shipping Services on the increase of the cost from \$10 to \$20 to transport a bag which weighed between 25kg to 40kg, however no response was provided. Hence, Ruby sought the Council's assistance. Despite numerous requests for the explanation on the increase, the trader failed to respond to the Council as well. Investigations



also revealed that the service provider have failed to disclose any information relating cargo weight and the associated costs to the customers. Since numerous attempts to obtain the required information proved futile thus, the matter was referred to the Fijian Competition and Consumer Commission.

## 5. Hair Colour Gone Wrong

Naira had her hair colour done at Yung Cheng Hair& Beauty Salon. Naira requested for an ash blonde shade however, after the hair colour treatment, her hair appeared to be of a totally different shade. She raised the issue with the salon however, was not provided any redress. When the Council intervened and negotiated with the salon, the salon offered to provide a discount on any service she requests on her next visit. Naira denied this redress from the salon as she wanted a refund. The salon refused to provide a refund to Naira because she went to another hair salon and had her hair colour re-done.

## 6. Shoddy Car Detailing

Archana informed that she hired the services of the Elite Crystal Car Coating to do interior detailing of her vehicle. Archana noticed the work done was not of substandard quality as there were visible marks. After raising this issue with the Elite Crystal Car Coating, the trader had agreed to provide her refund. However, Elite Crystal Car Coating prolonged to provide the refund thus, Archana sought the Council's assistance. Upon the Council's intervention, Elite Crystal Car coating provided half refund and prolonged to provide the other half. Hence, Archana escalated the matter to the Small Claims Tribunal.

## 7. Slick Scammer Swindles Consumers

Alani purchased 2 water tanks and pine posts from Binesh Water Tank Company Ltd and paid \$1000 for the items. When the company failed to deliver the items, Alani made numerous calls following up on the delivery however, her attempts were futile. Thus, she sought the Council's assistance. When the Council intervened, several calls were made to the trader which remained unanswered. Council's further investigation revealed, that the trader has several pending cases of a similar nature in Court. Unfortunately, due to lack of response from the trader, this matter was referred to the Criminal Investigation Department for their intervention.





1. Purchased Credit Mistakenly Deducted

While checking the credit balance in his mobile phone, Connor discovered that \$20 purchased credit had been deducted by Vodafone Fiji Limited. He contacted Vodafone and was advised that the purchased credit was deducted for his internet usage. This came as a surprise to Connor because he did not subscribe to any internet bundles and used Wi-Fi for his internet usage. Upon the Council's intervention, Vodafone informed the Council that Connor's mobile data icon was turned on whilst he was recharging his phone which led to a deduction of purchase credit. However, the Council informed Vodafone that Connor was not aware that his purchased credit will be deducted if he left his mobile data icon left switched on. On the Council's insistence, Vodafone refunded \$20 purchase credit to Connor.

Your Rights

- Consumers have a right to be heard. Connor practiced his consumer right by raising his grievance with Vodafone.
- Consumers have the right to receive a fair settlement of just claims including unsatisfactory services.

Your Responsibilities

- Consumers should read and understand the features of the electronic gadgets they use.
- Consumer should seek assistance if they find difficulty in understanding their products. This can be from either the service providers or friends and families.
- Consumers have the responsibility to be assertive and raise their grievances to the service provider.

2. Expired Products Still Being Retailed

The Council's market surveillance at Guo Brothers on 7th December 2020 revealed that the trader was retailing expired Bakers Fresh Celebration Fruit cake. It was noted that the fruit cake had expired on 10th October 2020. Immediately, the issue was raised with the management and the expired fruit cake were removed from the shelf. Subsequently, a warning letter was issued to the trader.

Your Rights

- Consumers have a right to safety and to be protected against products, production process and services which are hazardous to health and life.

Your Responsibilities

- Consumers have the responsibility to thoroughly inspect and check for expiry dates before buying any product.

Our Advice

- Consumers are urged to be frugal whilst shopping any products. Pay specific attention to the expiry dates, ingredients present and all other relevant information on the product to make an informed decision.

3. COVID-19 Cancels Travel Plans

Saini charted a bus from Sunset Express Fiji to travel from Suva to Vaidoka in April and paid \$800. However, due to the COVID 19 lockdown of the greater Suva area, Saini was unable to travel. Saini made arrangements with Sunset Express to travel in August however, due to the restrictions placed on social gatherings, she could not travel and requested for a refund. Sunset Express failed to respond in a timely manner after which Saini sought the Council's assistance. Upon the Council's intervention, Sunset Express provided full refund to Saini.

Your Rights

- Consumers have a right to redress, to be compensated for or receive fair settlement of just claims. COVID 19 was declared as an "Act of God" in Fiji which consumers could not foresee thus, need to be provided redress for not being able to utilise services and goods paid for.

Your Responsibilities

- Consumers are advised to be more assertive in voicing out their grievances against unfair business conduct.

Our Advice

- Consumers are urged to exercise their rights and speak out when redress is denied.

4. Vision Refuses To Repair

Jonathan purchased Chevolet Captiva from Vision Motors in 2015. After a few years of use, Jonathan encountered issues with the vehicle and decided to have it repaired. Understanding that his warranty period had lapsed, Jonathan contacted the company enquiring whether they could repair the vehicle. Jonathan requested if he could provide his own parts and if Vision could only provide the labour needed for the repairs.

The company agreed and provided him a quotation for their labour services. It wasn't until he had purchased the parts and engaged the company to carry out installation of the parts, he was informed that Vision Motors would only repair the vehicle if he purchased the parts from Vision. Jonathan found this unfair as he had already purchased the parts based on the quotation that Vision Motors had provided which septicly indicated that "all parts to be supplied by the customer". He sought the Council's assistance after which Vision Motors agreed to service the vehicle for free.

Your Rights

- Consumers have the right to be able to select from a range of products and services offered at competitive prices with an assurance of satisfactory quality.
- Consumers have the right to be disclosed of all relevant information for decision making

Your Responsibilities

- Consumers need to read and understand the contents of the documents provided to ensure that they do not waste their hard-earned cash and avoid disappointments.

4. Deceiving Holiday Getaway

Scrolling through the social media platform to look for a vacation deal package for his family, Dhiraj came across special rates advertisement by Grand West Villas. While making the payment for his reservation for the villas, he was informed that he would be required to pay an additional \$50 bond for the villa - information that was missing on the advertisement. Dhiraj raised this issue with the Council claiming he was misled by the social media advertisement. Upon the Council's intervention, Grand West Villas amended their advertisements on Facebook and Instagram by including "Terms and conditions apply".

5. 6-Piece Illusion

Daniel was out and about looking for something special for Father's Day when he came across an in-store advertisement in Subrail's Furniture which caught his attention. The sale advertisement read as "Budget Chair Deluxe, 6 pieces for \$86". Upon enquiring with the staff, Daniel was informed that the \$86 advertised price was for each deluxe chair and not for the 6 pieces as advertised. Daniel lodged a complaint regarding the said advertisement with the Council after which, a warning letter was issued to Subrail's Furniture. The company also removed the in-store advertisement.

6. Movie Voucher Or Vouchers?

During the Council's social media monitoring, an advertisement by RB Patel Group Limited caught the Council's attention whereby consumers could claim free movie voucher upon spending \$20 at RB stores. Upon further scrutinizing the advertisement the Council discovered the following issues;

- Non-disclosure of the promotion period (start and end dates);
- Ambiguous claim. The promotion does not clearly highlight on the number of movie vouchers that will be given to consumers on spending more than \$20 at RB stores. For example, will the consumer receive five movie vouchers upon spending \$100, or receive only one movie voucher.

Upon the Council's intervention, the General Manager of R.B. Patel, amended the Facebook post and included the promotion date. He also clarified that only one movie voucher is given to customers upon shopping for \$20 or more. The terms and conditions were also displayed on the advertisement so that consumers can make informed decisions.

PREVIOUS ADVERTISEMENT



AMENDED ADVERTISEMENT



1. Exclusionary Notice

Ron, a concerned consumer lodged a complaint at the Council regarding a trader in Victoria Parade, Suva, which had displayed the following exclusionary notice on its shop entrance; "NO REFUND OR EXCHANGE OF ITEMS ONCE SOLD. VINAKA!!"



The Council informed the trader that such exclusionary notices are illegal as it breaches the Fijian Competition and Consumer Commission Act 2010, Section 77(1) (k) which states that "A person shall not, in trade or commerce in connexion with the supply or possible supply of goods or services or in connexion with the promotion by any means of the supply or use of goods or services make representation concerning the existence, exclusion or effect of any condition, warranty, guarantee, and right or remedy that person does not have."

The trader removed the notice immediately and assured the Council that such notices will not be displayed by his business in the future.

2. Failed Combo Deal



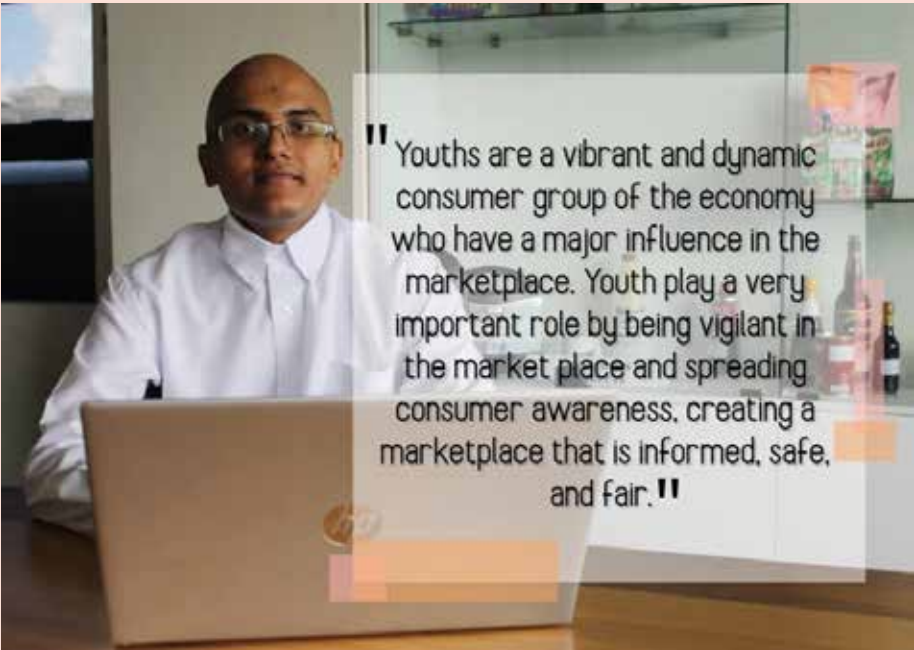
MH Bread Lovers advertised a "Crazy Combo" for \$1.00, consisting of a single hot dog and a 330ml bottle of Island Chill natural artesian water. Abhinav saw the advertisement pasted outside the bakery at 8am so headed to make the purchase, to be informed that it was not available. Upon the intervention, the Council was informed that the hot dog was not ready for sale when the customer walked in. The advertisement had failed to notify customers of a timeline with which the product was to be available for purchase by the public. It also failed to disclose the promotion start and end date giving the illusion that it would continue indefinitely and as such was deemed misleading. The advertisement was also removed.

3. Deal Too Good To Be True

A Facebook advertisement by HB Tech stating "Double DIN mp5 Car Stereo for \$129.00 and Double Din DVD Car Stereo for \$229.00" caught a Ashnita's eyes given that she loved to accessorise her vehicle. The advertisement stated that items on specials came with "Free Standard Installation". Upon her inquiry with the respondent on free installation, she was informed that free installation does not apply to her Toyota Prius.

The advertisement failed to disclose that the "Free Standard Installation" was not applicable to Toyota Prius 1.5 Hybrid and customers would be charged \$60.00 for installation. Frustrated, Ashnita sought the Council's assistance. The Director of the company apologised to the complainant and amended the advertisements accordingly, after the discussion with the Council.





The Consumer Council of Fiji Manager Campaigns, Information and Media, Vinash Singh was selected to the Consumers International Next Generation Leaders Network. The network brings together 29 innovative consumer advocates between the ages of 18 and 30, representing 29 of Consumers International members across 25 countries globally.

The network was designed to give youth voices within the consumer movement a platform to share ideas, insight and inspiration. It allows representatives of the network to build on their skills as part of their wider professional development and connect with other future leaders around the globe to help shape action on a range of consumer issues. Singh was selected in October 2020 and since then has advocated on the need for more

youths to care about consumer rights and protection. Additionally, he assisted the network in highlighting what retailers and manufacturers must prioritize in the next 12 months to ensure we meet our global sustainability goals

COUNCIL STAFF PARTICIPATES IN MANGROVE PLANTING

The Consumer Council of Fiji as part of Fiji Day Celebrations planted close to 5,000 mangroves saplings at Tika Ram Park foreshore, Lami, in an effort to foster sustainable consumer practices. The Council collaborated with staff from the Ministry of Forestry and Ministry of Health and Medical Services to plant the mangrove saplings.

The initiative was part of the Council's efforts to highlight the right to a healthy environment and encourage consumers to ensure that sustainability practices are employed. This also contributes to the Fijian Government's vision to plant 30 million trees in 15 years.

The Council continues to support green initiatives to help achieve Sustainable Development Goal 12 - Sustainable Consumption and Production.



MAKING THE HEADLINES



Consumer watchdog seizes and destroys over 51,000 toys

Soft toys, teddy bears, battery-operated dogs among potentially unsafe products

Ireland's consumer watchdog has seized and destroyed over 51,000 toys and has appealed to people to make sure what they are buying is safe. (Photograph: Competition & Consumer Protection Commission)

Ireland's Competition & Consumer Protection Commission (CCPC) urged greater public awareness in the run up

to Christmas, particularly given a major move toward online shopping as a result of the COVID-19 pandemic.

It said that with the assistance of the Revenue Customs Service it had examined a number of toy consignments over several years from different importers, which included a total of 51,392 potentially unsafe products. Among them were soft toys and teddy bears, toy guns, inflatable toys with small parts and battery-operated dogs.

Following its investigations, the CCPC found they did not meet relevant EU and Irish safety standards and regulations, the very guarantees the public are now

being urged to look for.

"The risks ranged from potential choke hazards to chemical issues and contravened several toy safety regulations," it said.

Under the European Communities (Safety of Toys) Regulations 2011, it was able to dispose of the products.

Read more on: <https://www.irishtimes.com/news/consumer/consumer-watchdog-seizes-and-destroys-over-51-000-toys-1.4417339>



Apple agrees to pay \$113 million in a settlement over 'faulty' batteries in older iPhones

Apple has agreed to pay \$113 million in a multistate settlement for misrepresentation of older generation iPhone batteries and for intentionally pushing iOS software updates which throttled device performance.

California Attorney General Xavier Becerra, alongside 33 other states and the district attorneys for the counties of Los Angeles, Alameda, Santa Clara, San Diego and Santa Cruz, announced a \$113 million settlement against Apple on Wednesday.

According to California's complaint, Apple allegedly equipped their iPhone 6

and 7 generation phones with batteries susceptible to power loss. When the batteries were deteriorating and couldn't provide enough power to run the phone, the phones experienced unexpected shutdowns.

The other aspect of the allegation involves Apple intentionally trying to manage this problem by pushing updates which "throttled" the performance of the affected phones in order to avoid unexpected shutdowns due to power loss.

According to the statements made by the attorneys, the problem does not lie in the fact that Apple tried to manage the problem with software updates, instead, it's the part where Apple misled people and withheld information by saying that the updates will improve power management rather than making

its customers aware that their devices' performance will be reduced.

In addition to paying the settlement fine, Apple has also agreed to a few injunctive terms. "With this settlement, the technology company has pledged to provide clear and conspicuous communication to consumers about lithium-ion batteries, unexpected shutdowns and performance management," said Los Angeles County District Attorney Jackie Lacey.

Read more on: <https://the-techportal.com/2020/11/19/apple-agrees-to-pay-113-million-in-a-settlement-over-faulty-batteries-in-older-iphones/>



Smart door bells easy target for hackers Major security flaws in popular smart doorbells are putting consumers at risk of being targeted by hackers inside their homes, according to "Which?".

The consumer group says devices being sold on marketplaces such as Amazon and eBay, could easily be hacked or switched off by criminals.

It is asking the government for new legislation to safeguard consumers.

Amazon has removed at least seven product listings in response to the findings.

The watchdog tested 11 devices which were purchased from popular online marketplaces in the UK. Brands included Qihoo, Ctronics and Victure.

It found that among the most common flaws were weak password policies, and a lack of data encryption.

Two of the devices in the test could be manipulated to steal network passwords

and then hack other smart devices within the home.

Amazon UK's current number one bestseller in smart doorbells, the Victure Smart Video Doorbell, was found to send users' home network names and passwords unencrypted to servers in China.

The BBC has asked Victure for comment.

Read more on: <https://www.bbc.com/news/technology-55044568>





**Don't plan the perfect Christmas - first work out what you can afford**

Before you start planning, consider this: many lists every lusted-for item, gifts for all, and a cooking meal, then only afterwards consider: "How will I pay for it?" That's a recipe for ending up broke.

**Watch out for counterfeit products**

While counterfeit goods such as beauty products, smart devices and clothing items may appeal to you because they seem to be a good deal, the quality and safety standards of counterfeit products may be poor and can be unsafe.

**Check for returns policies**

Considering to return a present because you are unsure whether the receiver may not like it? Before buying it, make sure to ask what the trader's returns policy is and keep the receipt. As a goodwill gesture, some traders often allow refunds on unwanted gifts, however, they are not obliged to do so unless the goods are faulty.

**Beware of scammers**

Festive season is a time for goodwill for most Fijians. Unfortunately, there are people who seek to take advantage of the generosity of others. Be cautious when signing up or purchasing any good or services from individuals claiming to donate to charities.

**Make a list - and check it twice**

Christmas shopping on impulse is dangerous. So, make an old-fashioned shopping list and stick to it. Remember, shops spend a fortune on targeting your spending impulses - a list helps you beat them.

**Be a smart shopper**

look out for specials and do a comparative shopping so that you save money

**Receipts**

Demand and keep the receipts as this will act as a proof if goods need to be returned

**Avoid hasty resolutions**

Do not make resolutions in haste. If you are planning to hit the gym or a fitness center, make sure to plan out your routine and finances before paying a hefty amount in subscriptions.

**Tis the season to rejoice, not buy!**

Christmas does not mean that you have to buy expensive gifts for your loved ones - it is the season to spend time with your loved ones.

**Be sustainable**

Think about the environment - avoid purchasing or using products such as polythene giftwraps; which may have an adverse impact on the environment. Also try minimizing use of plastics.

**DON'T borrow for Christmas just to party**

Budget helps to keep your expenses in check, but no matter what we say, some will borrow. It is not wise to take loan and spend on parties as comes the end of festive season one will be burden with payments, affecting the livelihood in the new year.

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We want to hear from you! What issues, campaigns or topics do you think we should look at?



OR SCAN HERE

