

GUIDE CONCERNING THE TYPES OF CONSUMER PROBLEMS AND REQUESTS

This guide gives explanations and practical examples concerning the different types of consumer problems and requests, to help the consumer fill in the sections in question.

The examples given represent the types of problems that you may encounter in your various transactions with professionals and the requests that you may make to the professional.

However, the fact that your problem matches one of the examples given in this guide does not necessarily mean that the professional's behaviour is illegal and that you are legally in the right. The same goes for your request: the list of types of request in section III of the form - "Request by the consumer" - is not a catalogue of your rights. It is simply an indicative list of the types of requests that may be made to the professional and is without prejudice to the rights accorded by the applicable legislation.

To describe your problem it should be sufficient, in principle, to tick a single box. If necessary, however, you can tick several boxes in order to describe several aspects of the same problem.

To take a practical example: you have ordered a fitted kitchen and the professional has installed only part of it, promising to come back and finish the job on a specified date, but he has never come back. Moreover, he has presented you with a bill on which he has charged for travel, contrary to what had originally been agreed.

In order to describe the various aspects of your problem using the list you could tick boxes 2, 4, 19 and 32 (Section I). You could also tick several boxes in order to formulate your request. In the case in question you could tick boxes 35, 43 and 48 (Section III) in order to request completion of the installation work, cancellation of the contested invoice and reimbursement of the additional sum that you have paid.

Examples of problems encountered by the consumer Section I of the form (Boxes 1 - 34)

1. Product not delivered: The product that you ordered has not been delivered. Example: you have ordered a book by mail order and have not received it, or you have bought a washing machine in a shop and it has not been delivered.

2. Service not provided/partially provided: The service that you ordered has not been provided or has been only partially provided. Examples: the prefabricated veranda that you ordered has not been installed; the kitchen that you ordered has been only partially installed, etc. Non-provision of a service can also apply to other areas of construction or installation work, repair or manufacture, transport, etc. In such cases you can often also tick box 29.

3. Delay in delivering product: The product that you ordered was not delivered on the specified date but at a later date. In this case, indicate the duration of the delay in

the space provided. Example: you have bought furniture, and the furniture was not delivered within the time limit agreed with the seller, etc.

4. Delay in providing service: The service that you requested was not provided within the specified time limit. Indicate the duration of the delay in the space provided. Example: you have ordered a fitted kitchen to be installed by a specified date, and one month after the deadline the job still has not been done, which may also result in you suffering damage. This box also applies to cases of construction or installation work, repair or manufacture, transport, etc. If you have suffered damage because of this delay you can indicate this by also ticking box 9.

5. Defective product: The product that you bought is defective and/or does not work properly. Examples: household domestic appliances, telephones, faulty computers, items of clothing with defects. Give precise details of the defect in the space provided.

6. Poor service: The service that you requested has not been provided in conformity with what was agreed with the professional or is not of the quality that could reasonably be expected of him by virtue of his name, the brand, the price, etc. Examples: poor repair of an appliance, poorly executed construction or installation work, accommodation in a hotel of lower quality than that promised by the tour operator, etc. Give precise details of the poor service in the space provided.

7. Product not in conformity with order: The product delivered to you does not match the product you ordered. Examples: you ordered a product by mail order and the product sent does not match that shown in the catalogue or is a different product; the professional sends you a blue shirt instead of a green one; you ordered the latest model of a particular brand of computer in a shop, and the shop delivers the correct brand but an earlier or inferior model.

8. Products/services not ordered: An attempt is made to make you accept and pay for a product or service which you have not expressly ordered. Examples: your credit card is debited for a service to which you did not consent; a distance-selling company sends you a product that you have not ordered, together with a bill; in connection with another contract, you are billed for an insurance policy that you did not request.

9. Damage suffered: You have suffered damage in connection with the provision of a service or on account of a defective product. Examples: clothes damaged during dry cleaning; furniture damaged during a house move; car damaged by a car-wash; film lost by a development service; clothes damaged by a defective washing machine; physical injury caused by a defective machine, etc. If the damage suffered arises from a defective product or defective provision of a service you can also tick box 5 or 6. If you have suffered damage through poor information (poor written instructions for use, or poor instructions from the seller), you can also tick box 14.

10. Refusal to honour the guarantee: The guarantee period given by the professional has not yet expired, but he refuses to take responsibility for a defective product or service and to meet his obligations under the guarantee, such as repairing the product, performing the service again, etc.

11. Refusal to sell: The professional refuses to sell you a product for a reason that appears to you to be non-objective, or even discriminatory. Example: you want to buy a vehicle in Italy and the professional refuses to sell it to you because you reside in France.

12. Refusal to provide a service: The professional refuses to provide a service for a reason that appears to you to be non-objective, or even discriminatory.

13. Commercial practices/sales methods: You have signed a contract or made a purchase under pressure or as a result of aggressive sales techniques or misleading information. Examples: misleading advertising; signature of a contract under pressure; sale of a product that you want made conditional upon the purchase of another product that you do not want (linked sale) - in this case also tick box 8; purchase of a product that has been claimed to have miraculous properties but that turns out to be useless/ineffective; competitions promising large sums of money for correct answers to extremely simple questions that encourage people to call very high-tariff telephone numbers.

14. Incorrect information: The information supplied to you concerning the characteristics of a product or service, or the use of a product, is incorrect. Examples: information concerning the ingredients in a food product; information concerning the use of a domestic appliance; information concerning a package tour's cost, itinerary or type of accommodation; information concerning credit ceilings or credit costs; procedures governing withdrawal from contract; insurance coverage; cancellation rights, etc.

15. Inadequate information: The information supplied to you was not complete (see also the examples given at 14).

16. Payment arrangements: The payment arrangements agreed between the professional and yourself are not respected (payment in instalments, etc) or, in contravention of the applicable legislation, you are not offered a choice of payment methods (obligatory payment by credit card for mail order purchases; cash-only payment in a shop, etc).

17. Price: You dispute the total amount that you have been required to pay/are being required to pay for a product or service. Examples: the invoiced price does not correspond to the price displayed in the shop or in an advertisement; the method used by the professional to calculate the total price does not enable you to determine the precise amount that you will have to pay (fragmentation of the price depending on various fluctuating elements, such as the number of trips that the professional needs to make).

18. Price increase: The price originally agreed has been increased by the professional without your agreement. You dispute this increase.

19. Supplementary charges: Charges on top of those originally agreed appear in the final bill. Examples: administrative costs or travel costs for the professional that were not agreed at the outset; additional sums claimed under the headings of "penalty clause" "flat-rate indemnity", etc.

20. Unjustified costs/billing: Costs that were not agreed are billed to you without justification or explanation or without any valid reason. Example: in addition to the fixed price of the transaction, you are billed for “miscellaneous costs” at the time of the transaction or at the time of payment of the balance due to the professional.

21. Terms of contract: The general terms of the contract are not transmitted to you before you sign it; you sign a standard contract which contains clauses in a format difficult to read (small print) and/or that you consider unfair. Examples: a clause excluding or limiting the liability of the professional for defects or delays in delivery of the product or in the provision of the service; a clause allowing the professional unilaterally to modify the terms of the contract or cancel the contract.

22. Coverage of contract: The contract does not cover all the situations/areas for which you concluded it. Examples: the guarantee offered in the contract does not cover the risks that had been announced or agreed; your insurer refuses to cover the risks that you considered were covered by your insurance contract, or refuses to “follow” the contract when the risk moves to another Member State.

23. Assessment of damage: Assessment of the damage/loss that you have suffered does not in your opinion cover the full extent of the damage/loss. Example: you dispute the damage assessment made by your insurance company.

24. Refusal to pay compensation: The professional refuses to pay you compensation, for example on the pretext that your claim was not submitted in accordance with the terms of the contract (time-limit, in writing, etc); the professional refuses to reimburse you on the grounds that responsibility lies with an employee for whom he is not responsible or with a subcontractor; the insurance company refuses to intervene, etc.

25. Inadequate compensation: The sum offered to you in compensation does not seem adequate in relation to the damage suffered. Example: an item of clothing is damaged at the dry cleaner’s and the sum offered in reimbursement is far below the value of the item.

26. Modification of contract: New terms of contract are introduced without prior consultation and without agreement on your part. Examples: change in a journey’s departure date or destination; reservation/presentation of another show than the one you have paid for.

27. Poor performance of contract: In general, this applies to all cases of non-observance by the professional of his contractual obligations. This is a catch-all box that you can tick when there are no boxes that match your case.

28. Cancellation or rescission of contract: Your contract is cancelled or rescinded without your agreement. Examples: your credit card is cancelled; your insurer decides no longer to ensure you even though your contract has not yet expired.

29. Cancellation of service: The service for which you have paid is cancelled. Example: cancellation of a show, a flight, a trip, etc. You can also often tick box 2.

30. Loan reimbursement: You encounter problems regarding a loan that you have entered into. Examples: although the applicable legislation entitles you to request extensions of payment in the event that you fall into serious financial difficulties, the professional refuses to grant you payment facilities to reimburse a loan that you have taken; or, conversely, you wish to repay the loan in full and your lender refuses to let you do so or imposes excessive charges for doing so.

31. Interest demanded: Interest that you consider to be excessively high is demanded on the sums that you owe, or the amount of interest demanded from you does not comply with the amount agreed in the contract.

32. Failure to honour commitments: The professional has given a commitment - in writing, verbally, in advertising or by some other means - that he fails to keep. Examples: the seller verbally allows you more time to pay and then immediately gives you notice to pay by registered letter; the professional undertakes to come and repair your boiler but fails to turn up, etc. Often you can also tick box 27.

Types of request by the consumer Section III of the form (Boxes 35 - 52)

35. Delivery of the product or provision of the service: You request the professional to deliver the product that you have ordered and that has not been delivered, or to provide the service or the part of the service that he has not yet provided.

36. Repair of the product or service: You request that the defective product that you have bought be repaired, or that the poorly provided service be performed again correctly.

37. Exchange of the product: You request that the defective product that you have bought be exchanged for another product.

38. Cancellation of sale: You request that the sale be cancelled, i.e. that the professional take the product back and give you a full or partial refund of the sum you have paid.

39. Enforcement of the guarantee: You request the professional to accept liability for the defective product and fulfil his obligations in accordance with the guarantee that he has given you.

40. Honouring of commitments: You request that the professional honour the commitments he has given.

41. Conclusion of a contract: You request the professional to conclude a contract with you. Example: you encounter a refusal to sell you something; you request the professional to sell you the same car as that which he is offering to other clients; you request a credit card, or the conclusion of an insurance contract, or the re-instatement of a contract which has been rescinded/cancelled by the professional.

42. Cancellation/rescission of contract: You request that your contract with the professional be cancelled or rescinded in such a way that you each release the other from any performance obligation, that you each be obliged to make returns/refunds to the other, or that your contract with the professional be abolished for the future.

43. Cancellation of invoice: You request cancellation of a contested invoice, for example on the grounds that it contains supplementary or non-justified costs.

44. Information: You request the professional to supply you with information that he has omitted to give you, or that he supply you with correct information.

45. Correction of assessment of damage: You request the insurance company or another professional to correct the assessment of the damage or loss that you have suffered.

46. Payment of an indemnification: You request the insurance company to pay you compensation corresponding to the extent of the damage that you have suffered; you request the professional to pay you a sum of money in compensation for the damage that you have suffered by virtue of the non-performance or poor performance of his obligation. Specify the amount requested, and the currency, in the space provided.

47. Reimbursement of a down payment: You request the professional to reimburse you the down-payment that you made. Specify the amount requested, and the currency, in the space provided.

48. Reimbursement of other payments: You request reimbursement of any other payment that you deem to be supplementary or non-justified. Specify the amount requested, and the currency, in the space provided.

49. Price rebate: You request a price reduction. Specify the amount requested, and the currency, in the space provided.

50. Payment facilities: You request the professional to grant you certain payment facilities. For example, you cannot pay the full amount demanded in one go and you request the professional to allow you to make the payment in instalments; although you are not contesting the supplementary costs which you are being asked to pay, you find yourself in financial difficulties and request the professional to give you more time to pay.