



## Making a consumer complaint like a pro

When you feel ripped off or fobbed off, it can be hard to know what to do, who to report it to, and remain calm when you have a consumer complaint with a trader, particularly when that trader is being less than helpful or not willing to resolve the matter at all. However, like most things, there are ways to do things, and there are ways not to do things, and the same is true when it comes to making a consumer complaint.

With World Consumer Rights Day having taken place earlier this month, ECC Ireland is urging consumers to empower themselves by finding out more about their EU consumer rights and taking certain steps when making a complaint. The below checklist will make it a little easier for you to resolve a dispute or, help us to help you if the trader (based in another EU/EEA country) doesn't respond or the response is still unsatisfactory.

Our consumer success story of the month looks at how ECC-Net helped a consumer get compensation following an accommodation booking error, while the consumer query examines what to do when you're told on the day of your flight that the apartment you booked is unavailable.



\*\*\*

## The consumer complaint checklist:

- **Keep documentation and gather evidence:**

When it comes to proving your side of the story keeping documentation (e.g. order/booking confirmation, correspondence with the trader or other relevant parties), as well as gathering evidence such as photographs/videos or screenshots can really make a big difference. In fact, in some cases not having this in your arsenal can make a case much more difficult to prove. Consumers should really get into the habit of collecting this information and keeping it safe even before the purchase stage. For example, if you're adamant that an item was priced at a special offer price of €80, but then you look at the bank statement to see a charge of €120 it would be very helpful to have a screenshot of that offer at the time of purchase or, if you are sure that you returned the rental car without even a scratch on it but end up charged for alleged damage, then having a photo of the condition of the car at the time of return to the car rental location could significantly help to prove your case.

- **Read the terms and conditions (just do it!!!)**

Like a broken record this piece of advice is going to be repeated again, and again, not because we like repeating ourselves but because it is one of the most important things that you should do when buying any good or service from a trader. Why? Because you can find out where the trader is based, who the contract is with, and what the returns and cancellation policies are. On top of that, you should also be able to dig out information on how to make a complaint, i.e. what the procedure is for that particular trader or if there is a preferred form of contact. So, if you have a problem with a trader the first thing you should do is go back to the T&Cs and follow the complaint procedure or, if you can't find it, then use the contact details provided (found either in the T&Cs or contact us sections – remember, a trader should provide full contact details).

Check out our previous [blog article 'Do your research when shopping online'](#) to find out more.

- **Put your complaint in writing and to the correct trader**

There's no point just giving out stink over the phone or in person, getting assurances, and then complaining further saying you were promised this and that as it could turn into a 'he said, she said' situation that is harder to prove. So, you should put your complaint in writing, for example in an email or even by live chat (taking screenshots – remember point one [\[1\]](#)). Outline your problem in full (but try to stick to the material facts – no need for the novel or tirade), what your rights are, and what remedies you are seeking. Always give the trader the opportunity to remedy the situation and always try to be reasonable – remember in cases where remedies are not provided for in consumer legislation or trader's obligations are not clearly outlined for your particular problem, then you may have to rely on the trader's goodwill. No point burning your bridges early on.

You also must make sure that you send your complaint to the right trader. For example, if the laptop or washing machine you bought suddenly decides to kick the bucket it's not the

## FOR FREE CONSUMER ADVICE GO TO OUR ONLINE [CONTACT US PAGE](#)

manufacturer you contact (yes, even if you have a manufacturer's warranty) but the seller (the trader you bought the item from) as this is who you have the contract of sale with.

For more information:

- ECC Ireland blog article - [‘How to complain effectively? – consumer SOS’](#)



- **Swat up on your consumer rights**

This is another one for the broken record playlist but if it needs hammering home, then 🛠️🛠️! Obviously, it's better to know your consumer rights before you purchase but certainly, if things go wrong, looking up information about your consumer rights can make a big difference by helping you to formulate a better complaint. And if you can't find the information you're looking for, remember, you are not alone, there are services and organisations (including ECC Ireland) out there that can help advise you.

Finding out about your rights also gives you the confidence to be persistent (without being aggressive), not allowing yourself to be fobbed off and allows you to determine whether what the trader is telling you is correct or not. For example, just because you're told that the faulty product is not covered by the manufacturer's or seller's warranty doesn't mean that you don't have any further redress options; you may still be covered by your statutory rights under national and EU consumer legislation.

For more information:

- ECC Ireland press release, 13<sup>th</sup> March 2018 - [‘ECC Ireland calls on traders to comply with obligations and remember that guarantees/warranties are in addition to consumers’ statutory rights’](#).

- ECC Ireland blog – [‘The whys, hows, and whos of getting consumer assistance when you’ve a complaint’](#).

\*\*\*

## Consumer success story of the month:

A consumer booked an apartment via a third-party intermediary accommodation website in central Amsterdam. However, the day before the flight she was told that that the apartment was unavailable due to a systems error. The trader made arrangements for alternative accommodation to be provided but the detail given over the phone and by email was incorrect. It stated that it was 2km away from original property but turned out to be a further 6.2km away and outside the city. This resulted in the consumer incurring additional transport expenses over the three days totalling €180. The price quoted for the second accommodation was also wrong and turned out to be more expensive. The consumer contacted ECC Ireland who sought the assistance of ECC Netherlands who contacted the trader on the basis that the consumer was not given all the information required to make an informed decision (i.e. address or price). The consumer received €330 to cover the additional expenses as well as the difference in price between the original booking and the alternative accommodation.

## Consumer query of the month:

**Q:** I tried to purchase some clothes from a German online trader but I have been told that they only sell in Germany, Austria, and Switzerland. Is this legal under the new EU anti geo-blocking rules?

**A:** EU Regulation 2018/302 on unjustified geo-blocking and other forms of discrimination within the internal market requires traders to treat their customers in a non-discriminatory manner, regardless of their nationality, place of residence or place of establishment. The Regulation, however, does not impose an obligation for deliver goods to all Member States. Therefore, traders are free to set the territorial scope of their business, provided that EU customers can benefit from their offers and general conditions of access (e.g. via the website) without discrimination. This means that EU customers should be able to purchase goods, under exactly the same conditions, including price and conditions relating to the delivery of goods, as similar customers based in the Member State (or Member State) in which the goods are delivered or in which the goods can be collected.

\*\*\*

**If you want more information about this or any other cross-border consumer issue, please go to our online contact us page on [www.eccireland.ie](http://www.eccireland.ie). You can also follow us on [Twitter](#).**

**Martina Nee**  
Press and Communications Manager

The European Consumer Centre is part of the European Consumer Centres Network (ECC-Net), which covers 30 countries (all EU countries plus Norway and Iceland), and offers a free and confidential information and advice service to the public on their rights as consumers, assisting customers with cross-border disputes. ECC Ireland is funded by the European Commission and the Competition and Consumer Protection Commission.

**FOR FREE CONSUMER ADVICE GO TO OUR ONLINE [CONTACT US PAGE](#)**

Disclaimer: Whilst every effort is made to ensure accuracy, the European Consumer Centre cannot be held responsible for matters arising from any errors or omissions contained in this publication. The information provided is intended as a guide only and not as a legal interpretation.

© 2018 – European Consumer Centre (Ireland), Company Limited by Guarantee incorporated in Ireland, No. 367035, Registered charity No. 20048617 - CHY14708, located at MACRO Centre, 1 Green Street, Dublin 7.



Competition and  
Consumer Protection  
Commission



This ebulletin was funded by the European Union's Consumer Programme (2014 – 2020).

The content of this ebulletin represents the views of the author only and it is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission and/or the Consumers, Health, Agriculture, and Food Executive Agency (CHAFEA) or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.