The Consumer Council, being the watchdog, continues to monitor the health sector critically, especially as consumers entrust their lives and opt for safe, efficient and reliable health services.

The Council is calling on the Fiji Dental Council (FDC) and the Fiji Medical Council to exercise a higher level of responsibility and take a tougher stance against doctors and dentists for not complying with the Medical and Dental Practitioner Decree 2010 and for medical or dental negligence.

The Council is aware that the consumers have lodged their complaints with the Fiji Medical and Dental Secretariat (FMDS). In fact, the Consumer Council has also lodged complaints on behalf of the complainants but so far have not heard from the FMDS. Justice delayed is justice denied. The consumers who lodged their complaints are frustrated with the slow pace of the Secretariat in disposing off the cases.

The Council is particularly concerned with the unlicensed dental practitioners who may be providing services without indemnity insurance and other safeguards, thereby, failing to comply with legal requirements under the Medical and Dental Practitioner Decree 2010. In light of the recent closure of Dr Sashi Prasad’s 5 clinics under the Fiji Dental Council’s directive, we call on the Fiji Dental Council to investigate the possibility of unlicensed dentists providing services to the consumers, which is an illegal practice and constitutes an offence by virtue of the said Decree.

What also concerns the Council is how Fiji Medical and Dental Secretariat allowed this dentist to operate 5 clinics where she is the sole licensed dental practitioner for all 5 premises. How can one dentist serve consumers in all 5 clinics? The Council is aware that unregistered dentists were being used by her early last year, based on a complaint received by the Council. In this case a consumer lost a healthy front tooth while getting a simple L shaped gold filling done. A formal complaint was lodged by the Council on 29 May, 2012 to the Fiji Dental and Medical Secretariat and it is shocking that no action has been taken against this dentist for employing unlicensed dentist in her practice.

The dentist also failed to abide by the orders of the FDC to close all her clinics and facilities. The Council also found that the dentist had not placed paid advertisements in the local newspapers despite the FDC’s directive to notify consumers on the closure of her clinics. The Council is not concerned as to how many practices are owned by an individual dentist but whether all practices have licensed dental practitioners with proper equipment to ensure that consumers’ lives are not put in danger.

Consumers are encouraged to show solidarity by coming forward to the Consumer Council of Fiji to reveal the names and details of the dentists that have served them at these 5 clinics recently.
CEO’s Message

It’s a great privilege to lead Consumer Council which is now a household name. The Council is there to unlock the power of consumers and we do this by providing clear information; conduct market surveillance to ensure pricing and practices are not compromised; providing advice and support to consumers buying goods and services; solving consumer complaints through mediation; engaging with policy makers to strike a balance between producer and consumer interests; and fearlessly speaking out to promote consumer interests - which is your interest.

Promoting consumers’ interests is paramount for economic growth. Consumer protection will not only improve the quality of life of citizens but can also strengthen the market for economic development. It is therefore, in Fiji’s interest, to have an effective consumer protection framework which grants consumers’ rights and protects their economic interests.

In the absence of an effective consumer redress mechanism, consumers have to be more vigilant and responsible to protect their interest in the marketplace. They continue to face the brunt of unfair trade practices, unfair demands from banks and financial institutes and refusal of redress where needed.

In the last 5 months of this year, the Council received 1,000 complaints worth $1,936,888.21 in monetary terms. We also solved 773 complaints and recovered $1,017,859.29 dollars for the consumers.

Shoddy services, bad quality products, utility bills, landlord tenancy issues, broken promises and unfair contract terms are just some of the problems faced regularly by consumers. We have been proactive and taken on issues that make a real difference to consumers’ life.

To mention a few, the Council voiced its concerns on issues such as inferior quality food, misleading advertisements, unexplained utility bills, hardship not considered when it comes to mortgagee sale, connect’s unfair contract terms, poor reception and unfair disconnection by Sky Pacific and hire purchase issues.

With the government grant, the Council has rolled out its debt management and consumer credit advisory services throughout Fiji. We now assist consumers who are in debt by giving advice on their current financial problems and help them reorganize their finances so that they are in a better position to pay their debts without sinking deeper into financial crises. We also assist consumers who face genuine difficulties to seek restructuring of loans from their credit providers.

A major area of concern has been the way financial institutes are treating consumers. It is sad to see that when consumers face financial hardships, financial institutes show no mercy, especially when account restructure is an option under the grounds of financial hardships. However, financial institutions do not inform consumers of this option.

The Council believes that there is a need to review the Consumer Credit Act 1999 as it is outdated. Reforms are also needed in the hire purchase industry, mortgagee sales processes, the insurance industry and data bureau operations.

I once again urge consumers who have faced injustices by traders or service providers to voice their concerns so that their voice can bring the change needed in ensuring a fair and safe marketplace.

Premila Kumar | Chief Executive Officer

Under EU Funded Project

Take a glance at events and projects that the Council will be gearing up for this year:

Consumerism is a struggling concept in Fiji due to mass illiteracy where consumers are not aware of their rights and responsibilities. Due to the nonexistence of adequate consumer protection laws, standards and effective redress mechanisms, consumers in Fiji are exploited by the shrewd business communities and vested interest groups. Even though consumers are an important sector of the economy, their voices are often unheard.

With $242,400 funding support from European Union, the Consumer Council of Fiji has established a project to create an assertive consumer movement where consumers can hold traders and service providers to account for shoddy products and poor service delivery. The title of the donor project is “Creating Fair Marketplace for Consumers through Consumer Information and Redress Mechanisms”. Some of the activities are:

1. Workshop to sensitize judges and magistrates
   The Council will engage consumer experts to conduct workshops to sensitize judges and magistrates on new international trends in policies, practices and laws used to safeguard consumers in the marketplace. This will assist the judges and magistrates in the decision making processes while handling consumer complaints.

2. Training in Mediation- SCT
   Fiji Commerce Commission and the Consumer Council play important roles in solving disputes and safeguarding consumers from unfair trade practices. Therefore, resolving consumer complaints by way of mediation is a cost effective, speedy and efficient method. The training of mediators will strengthen legal protection of consumers which will act as a deterrent to consumer abuse. The business community or traders and service providers will also be certain that complaints against them will be handled professionally and impartially.

3. Formation of community consumer advisory group (CCAG)
   To better protect consumers in rural and outer islands, the Council will set up Community Consumer Advisory Group (CCAG) which will be made up of volunteers who will actively participate in promoting consumer rights and protecting consumers from unfair trade practices by being the “eyes” and “ears” of the Council. Consumers living on islands far from the enforcement agencies face problems with their traders and service providers. This is merely because the shrewd traders and service providers know that these consumers do not have access to any enforcement agencies and/or redress mechanisms available on their islands or in the remote rural areas.

4. Raise awareness to consumers on new laws on Landlord and Tenancy Decree and Consumer Protection Decree
   A majority of consumers are not aware of their fundamental rights such as the right to have a faulty product repaired, replaced or reimbursed. While empowered consumers find it easy to identify the best offer, know their rights and seek redress when things go wrong, vulnerable consumers find it difficult to even speak to traders and service providers.

The Council aims to raise awareness to all consumers, NGOs, community leaders and stakeholders on the provisions of the Consumer Protection Decree and Landlord & Tenancy Decree proposed by the Council’s consultant in its previous EU Project: “Strengthening Consumer Rights in Fiji and Eliminating Unfair Trade Practices through Advocacy and Enforcement of Consumer Protection Laws”. outreach programs will be held. To ensure the consumers are aware of their rights and responsibilities. Resource materials will be produced and used to disseminate the information to the consumers.

The educational programmes and materials will ensure that the aggrieved consumers are empowered so that they are able to deal with traders and service providers, including their landlords, on their own.
Suva Private Hospital

Suva Private Hospital (SPH) still boasts of well-equipped 24-hour Medical Centre on its website which is far from reality.

Consumers are aware that the Suva Private Hospital faced difficulties in providing appointments for specialists since mid last year while negotiating the terms and conditions of contracts with its independent specialist doctors. Some of the medical specialists, which included surgeons, gynecologists, anesthetists and obstetricians at the hospital, withheld their services in protest against their terms and conditions. The medical centre further did not take appointments due to its inability to recruit general practitioners. Night admissions stopped after 6pm from early this year, resulting in longer waiting periods for patients. The reduction in outpatient opening hours and other problems at SPH is making fee-paying customers question the whole idea of private health care services. This is not the first time Suva Private Hospital has caused this inconvenience to consumers who are prepared to pay for the required service.

While SPH has extended its opening hours of the Medical Centre from 6pm to 10pm, the concerns remain for those patients who need admission after 10pm. SPH website is carrying this message for consumers:

There is a need for more private hospitals to address the shortfalls in services provided by the Suva Private Hospital (SPH). A 24 hour full-service private hospital is needed to cater for the demand as more people are taking the option of health insurance or paying for health and medical care.

The Council believes that having another full-service private hospital can bring about more choice and confidence to consumers who have chosen private medical care through insurance schemes. It will also help relieve the pressure of the state-run facilities as the consumers who can afford will be able to easily exercise their choices by going to available private hospitals.

Council Presses For Consumer Rights in Medicinal Products Policy

The Consumer Council was given the opportunity to factor in consumer concerns during the consultative workshop on the National Medicinal Products Policy (NMPP) 2013-2018. The consultation, organised by the Fiji Pharmaceutical & Biomedical Services Centre (FPBS) and World Health Organisation (WHO), was held on April 12 – 14 at the Pearl South Pacific Resort, Pacific Harbour.

The Council's Manager Research & Policy Analysis, Josua Namoce, attended the meeting where he raised the concerns of consumers on issues such as labelling, pharmacy practices, information disclosure and so forth.

WHO consultation and Associate Principal Fellow at Australia's Macfarlane Burnet Institute for Medical & Public Health, Beverly Snell, praised the Council's work in exposing unscrupulous pharmacy practices in Fiji. She commended the Council for taking the initiative to conduct and publish the survey, something which should be done regularly to keep the sector in check.

One of the aims of the NMPP 2013 – 2018 is ensuring the “…ready and reliable availability of good quality, acceptably safe and proven effective medicines at a price the individual and the community can afford.”
The new e-ticketing system which came into effect early this year is a significant milestone for the transport industry in Fiji; in particular, the bus industry stepping into advanced technology. It has taken the relevant stakeholders a lot of hard work in putting the e-ticketing system together which will make bus travelling more convenient.

The e-ticket is a prepaid stored value card system that can be used to pay one’s bus fare simply by tapping the card against the electronic console. The tapping of the card will deduct the required fare and it will immediately show the new balance on the card which the passenger would be able to see on the printed ticket.

Consumers have been facing a range of problems and challenges when they take loans from financial service providers. In many cases the service providers disregard law, take advantage of weak laws and poor enforcement.

During WCRD 2013 celebrations, injustices faced by consumers in the Hire Purchase Industry, Mortgagee Sales Processes, Insurance Industry, Data Bureau operations were highlighted.

During the rebuttal session, relevant stakeholders were engaged in open, fair and meaningful discussions to address existing loopholes in the current system.

The persistence of injustice in this sector has resulted in Fijian consumers losing their life savings, going bankrupt or remaining in heavy debt for decades. The call was made to:

- Review the Consumer Credit Act.
- Set up an independent Financial Commission.
- Address the ineffectiveness of enforcement agencies.
- Establish a separate, more effective and efficacious consumer redress system such as a Consumer Tribunal.
- Include moneylending in the Consumer Credit Act with appropriate enforcement provisions.

The Consumer Council of Fiji marked World Consumer Rights Day (WCRD) on the 15th of March 2013 at Southern Cross Hotel in Suva. The chief guest for the occasion was the Attorney General and Minister for Industry and Trade, Hon. Aiyaz Sayed-Khaiyum.

WCRD was celebrated with the theme “Consumer Justice Now – Call for Reforms”, during which the Council highlighted consumer injustices prevalent in the financial sector.

The Consumer Council of Fiji commends this initiative as it will bring transparency and accountability in the bus industry, which was long overdue. The likelihood of pilferage will be controlled with this technology.

The Council called for an urgent review of the Electricity Act to be prioritized. Currently, the Electricity Act is heavily production-oriented and not consumer-oriented.

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- Include moneylending in the Consumer Credit Act with appropriate enforcement provisions.

The Council called for a review of the Act and functions of the Fiji Electricity Authority (FEA) to be prioritized. Currently, the Electricity Act is heavily production-oriented and not consumer-oriented.

The Council called on the Department of National Measurement and Trade Standards (DNMTS), FEA and DOE to collaborate on establishing minimum standards on electrical products and accessories.

The Council also urged that electrical products that have lower voltage requirements than the Fiji standard be banned outright.
Combating the Counterfeit Goods Trade in Fiji

The import and trade of counterfeit goods is now a serious issue in Fiji and neighbouring small island countries where weak consumer protection and lack of standards has given unscrupulous traders a free rein.

A combination of outdated consumer protection laws, lack of standards, lack of enforcement, weak border controls, high prices of genuine products and a poor complaints culture is resulting in the influx of counterfeit products ranging from cosmetics to mobile phones. It must also be noted that trade liberalisation policies, in a time when we did not have proper standards and a good consumer protection regime, helped support the influx of a large variety of goods into the Fiji market. The influx of new products was not properly regulated, resulting in traders bringing in counterfeits and substandard items. Consumers have been easily duped into purchasing counterfeit products with little or no protection against substandard items and related bad business practices.

While efforts are underway to establish non-food labelling requirements, product standards are still very much lacking. For example, there are no proper effective standards covering mobile phone handsets or electrical white goods. The local market is flooded with a plethora of brands, many of them unknown to consumers or relatively new home brands, whose countries of origin are not disclosed in the labelling or product information.

Market surveillance by the Consumer Council of Fiji still uncovers food items carrying illegal foreign language labelling in retail outlets around the country. The Council is of the view that the Fiji Revenue and Customs Authority (FRCA) is the key agency that must be a mandatory player in the establishment and enforcement of standards. As the gate keeper, FRCA’s role is very crucial in filtering imports coming into the country. Thus, it is recommended that better coordination with and education of customs authorities is important to assist in the detection and embargoing of counterfeit or dangerous goods.

There is a pressing need to review, strengthen and expand Fiji’s standards authority. The Department of National Measurement and Trade Standards (DNMTS) currently operates within the Ministry of Industry and Trade. However, its role in protecting consumers from substandard and unsafe products must be made more prominent.

Fiji’s consumer protection laws lack the ‘compensatory’ element that would allow consumer redress to end with not just penalties to offending traders, but also provide appropriate compensation (monetary or otherwise) to the aggrieved consumer. This has led the Consumer Council of Fiji to propose for the establishment of a Consumer Claims Tribunal that will, amongst other things, provide necessary compensation to affected consumers.

A major challenge for consumer protection agencies is to weaken the demand for counterfeit goods. This is a serious challenge in Fiji, given that many branded goods are priced beyond the reach of most consumers. The desire to own branded products drives Fijians to buy fake versions that appear to be real.

The lack of an effective complaints culture in Fiji makes it difficult for consumer protection agencies to deal with counterfeits. While the Council has identified many counterfeit goods in the market, it still finds that most consumers are reluctant to lodge formal complaints because of the embarrassment and stigma associated with purchasing a fake. The Council believes that consumer protection agencies need to provide facilities that will invoke and encourage consumer complaints or concerns on counterfeit and substandard products. This can be done by providing incident reporting avenues for consumers and the general public, for example, via telephone hotlines or online reporting.

What Do You Know About Counterfeit Trade

- Counterfeiting jeopardizes public safety, undermines legitimate businesses and harms national interest.
- Legitimate businesses must now compete with counterfeiters while brand owners and intellectual property rights (IPR) holders face significant business and financial risks.
- Counterfeit trade is estimated to reach USD $1.77 trillion by 2015.
- Fake tuberculosis and malaria drugs alone are estimated to kill 700,000 people a year.
- G20 member countries are reporting 3,000 deaths annually due to counterfeit products.
- Counterfeit and piracy is everywhere - it can affect what we eat, what we watch, what medicines we take and what we wear.
- Counterfeit is about protecting consumers from substandard fakes that may be a safety or health risk.
Choosing Hair Salons Carefully

The Consumer Council warns consumers to tread carefully when accessing hair salon services.

This year the Council received 4 formal complaints from passengers, who had travelled in different flights from Nadi to Brisbane and Nadi to Los Angeles, regarding lost gold jewellery amounting to more than $18,200. The jewellery went missing from their locked suitcases that were checked in at Nausori and Nadi airports.

Airline liability for loss, delay, or damage to baggage is limited despite the assurance given by the airline that they will take responsibility of the baggage. In fact, carriers assume no liability for fragile, valuable or perishable articles, so consumers need to make sure that they have adequate insurance to cover damage or loss of these types of items.

The terms and conditions of Air Pacific spells out that they "will not be liable for loss, damage or the delay in delivery of fragile or perishable items, money, jewellery, precious metal, silverware, negotiable papers, securities, or other valuables (including but not limited to cameras, electronic equipment), business documents, passports and other identification documents, or samples, which are included in the passenger's checked baggage, whether with or without the knowledge of the airline".

Consumers must inspect their luggage on arrival. If your bag is tampered with then you must act quickly to file your claim directly with the airline by going straight to the baggage claim counters at the airports to claim for damaged or missing luggage/items.

REMEMBER: Never put anything you are afraid to lose inside a suitcase.

Beware of Expired Medicines

Always check expiry dates on medicines before you leave the pharmacy. The Council’s Lautoka office received a complaint from a consumer who purchased a bottle of 125mg of amoxil on 12th May, 2013 worth $9.95 which had already expired in February 2013. The antibiotic was intended for his 3-month-old baby. The complainant was lucky to have had the foresight to read the expiry date before giving the expired medicine to his baby.

While the pharmacy had provided the replacement medicine, refunded the cost of the expired amoxil and compensated the travel costs, there is no excuse for pharmacies to be selling expired medicines. The Council is concerned that despite widespread publicity on its report, Prices and Practices: Pharmaceutical Survey 2010, and consequent action by policymakers to update and strengthen laws and regulations, there continues to be non-compliance in this sector.

Pharmacies and pharmacists are being reminded that there is absolutely no room for any laxity as people’s lives are at stake. The Council expects pharmacies to exercise social responsibility and not try to seek sympathy by blaming human error. In fact, consumer laws are in place to protect consumers from such human errors.

The Council is advising the consumers to check the expiry dates on medication to avoid any mishap. They are advised to notify relevant authorities or lodge complaints with the Council immediately should they come across such deceitful practices by pharmacies.

Demand for Cancellation Certificates

Odometer tampering, that is, the winding back of odometers to suggest that a vehicle has travelled less distance, is a common consumer fraud. Increased demand for late-model or low-mileage used vehicles has made odometer fraud more profitable than ever.

Consumers purchasing second hand vehicles must demand for cancellation certificates in addition to conducting thorough vehicle inspections to establish whether the odometer has been tampered. Cancellation certificates will show the correct odometer reading which consumers can compare with the actual reading of the vehicle odometer. Should the odometer reading in the vehicle be lower than what is stated on the cancellation certificate, then there are chances that the odometer has been tampered with.

The Council advises consumers to ask for a cancellation certificate to ensure the vehicle you are buying is value for money. And you should not be paying an exorbitant amount for a vehicle with high mileage whose odometer has been tampered with to show the vehicle has travelled less distance.

Consumer Alert

Travelling Abroad with Valuables

If you are thinking of carrying gold jewelry or other valuables when travelling overseas, take responsibility to ensure that it is secure.

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REMEMBER: Never put anything you are afraid to lose inside a suitcase.
Consumer rights come with responsibilities, especially when there is a need to make an informed decision while purchasing goods and services.

These are some concerns expressed by consumers who fail to distinguish between consumer rights and responsibilities.

Q I visited the Fiji Showcase 2013 and saw 5-litre olive oil being sold at a very reasonable price with an expiry date of July 2013. I am concerned that 5 litres of olive oil cannot be used before the expiry date. This product should not be sold because one cannot use 5 litres of oil in such a short time.

A While purchasing 5 litres of olive oil, consumers should ask themselves whether they can use such a large quantity of oil before the expiry date. If a consumer can use the oil before it expires then he/she may buy the product. For instance, those consumers who have major events such as weddings and other family functions will find such deals beneficial but it may not be appropriate for a nuclear family to buy the oil if they cannot use it before the expiry date. However, the choice is entirely yours. The trader can sell the oil because the product has not expired. Products that have expired should not be sold.

Q I bought an automatic washing machine which does not fully serve its purpose because I have to fill it up with water. I do not understand why such items are sold without proper tap fittings.

A Prior to purchasing the washing machine, you should have checked with a plumber to understand what other fixtures were needed to connect the automatic washing machine. These fixtures are sold in hardware stores and not in stores that sell white goods. You could have sought clarification from the salesperson as to what accessories/fixtures are needed to connect the washing machine before buying.

Q I always buy fruit loaf from a supermarket bakery and it is expensive but with very little fruits. What should I do?

A You have a choice. Why do you continue to purchase the fruit loaf from the same supermarket bakery? Be a smart shopper and boycott such supermarkets that you think are not to your satisfaction.

Q I bought a pair of shoes without trying it on at the shoe shop. Can I get a replacement or refund?

A Unfortunately, it is your responsibility to try on the shoes before purchasing to ensure that you are buying the correct size. You can also discuss the store’s return policy. A shop does not necessarily have to provide redress if you were not responsible. A lot depends on the trader’s goodwill to provide the replacement or a refund.

Everything you buy must:

- be of satisfactory quality – in good working order.
- match the description – if an item states it has 22 carat gold then this has to be the case.
- be fit for purpose - if you checked with the retailer that a software is compatible with your computer but it isn’t, you can return it.

You are entitled to a refund, repair or replacement if the product is of poor quality, does not match the description or is not fit for the purpose.

You don’t have the right to return something if you just don’t want it.
A total of 21 advertisements came under scrutiny between January 1st and May 30th this year. Most of these ads were for promotions, specials or sales by various traders. In the majority of the cases, important information was not disclosed. For example, the promotion on Courts’ Smart Deal netbook for $379 did not disclose its brand. In another case, a Morris Hedstrom’s supermarket specials newspaper ad had the terms “promotions valid at only selected MH supermarkets”. MH did not disclose which supermarkets, which is the key information that consumers need.

The Council also continues to find cases where supermarkets use misleading price tags. For example, MH Vivrass Laucala Beach had a brand of tuna on special for $0.50 but the cash register recorded the normal price of $1.80.

Apart from the Council’s ongoing surveillance, it relies a lot on consumers’ to provide tip-offs on misleading advertisement.

The following table summarizes the Council’s advertisement monitoring issues such as non-disclosure of product specifications, promotional terms and conditions, mismatch in displayed and receipted prices, information given in fine prints too difficult for an average consumer to read, restricting purchase and bait advertisements.

### Summary of Advertisements Monitored/ Investigated by the Council since January 2013

<table>
<thead>
<tr>
<th>Business</th>
<th>Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>January</strong></td>
<td></td>
</tr>
<tr>
<td>Courts</td>
<td>Brand of 10.1” Netbook not disclosed on Courts Smart Deal of $379</td>
</tr>
<tr>
<td>RB Patel</td>
<td>Medisoft Deomax Sporty Soap 90g was 85c but reduced to 75c on sale. Sale price not picked on consecutive items</td>
</tr>
<tr>
<td>Vodafone</td>
<td>Misleading phrases ‘cash only for u’ in “SmartCash” texting promo. Phone user assumes incorrectly that cash is only for him/her</td>
</tr>
<tr>
<td><strong>February</strong></td>
<td></td>
</tr>
<tr>
<td>Prouds</td>
<td>Prices of HP items in fine prints and not legible for consumers to read</td>
</tr>
<tr>
<td>RB Patel</td>
<td>February Fiesta Texting competition. Newspaper advert did not specify full terms and conditions of competition, such as text charges</td>
</tr>
<tr>
<td>Ashwins Enterprises</td>
<td>Exclucionary “NO RETURN, NO REFUND” Notice displayed in store. Restricts a consumer’s right to redress</td>
</tr>
<tr>
<td>MH Laucala Beach/Vivrass Plaza</td>
<td>Misleading price tag. Shows “SKIPPER TUNA” 170g for $1.50 but cash register price shows $1.80 for one particular variety</td>
</tr>
<tr>
<td>Post Fiji Labasa</td>
<td>Misleading Price Tag. - Marked Price on Sopan 2 was $1.07, however, the cash register receipted a price of $1.71</td>
</tr>
<tr>
<td>MH</td>
<td>“Promotions valid at only selected MH supermarkets”</td>
</tr>
<tr>
<td><strong>March</strong></td>
<td></td>
</tr>
<tr>
<td>MH</td>
<td>Peel &amp; Win - lack of clarity in terms and conditions</td>
</tr>
<tr>
<td>Air Pacific</td>
<td>Newspaper ad, terms and conditions in very fine print. Difficult for an average consumer to clearly read the details</td>
</tr>
<tr>
<td>TFL</td>
<td>Advert does not say which telecom company is running the “35c 10 minutes” promotion. Name of promoter not on the ad</td>
</tr>
<tr>
<td>New World</td>
<td>Promotion gives consumers purchasing goods over $40 to go into a draw for chance to win Easter chicken or a consolation prize giving an impression that the winners will either get a chicken or a consolation prize but some entries had “better luck next time” labelled on it</td>
</tr>
<tr>
<td><strong>April</strong></td>
<td></td>
</tr>
<tr>
<td>TFL</td>
<td>Incorrect date on “TFL’s sweet 16 cents per minute” April has 30 days not 31</td>
</tr>
<tr>
<td>South Pacific Waste Recyclers</td>
<td>Advertisement in Yellow Pages of the 2001 - 2013 Telephone Directories says cash will be given for waste paper materials but it has been brought to the Council’s attention that the company gives manufactured items instead</td>
</tr>
<tr>
<td>Countdown Supermarket</td>
<td>Trader had put an in-store “WIN A TROLLEY OF GROCERIES” poster during mother’s day without disclosure of promotion details such as the value or amount of groceries. The shop also had two different sized trolleys. After Council’s intervention, the in store poster was changed to show that consumers can win $70 worth of groceries</td>
</tr>
<tr>
<td>Global Manufacturing Limited</td>
<td>Advertising 800g soap for $1.99 when accurate weight was 400g</td>
</tr>
<tr>
<td><strong>May</strong></td>
<td></td>
</tr>
<tr>
<td>Vodafone - Mothers Day Promotion</td>
<td>Brand of the $379 Netbook not specified. The company made amendments after the Council raised the issue with them</td>
</tr>
<tr>
<td>Immigration &amp; Employment Consultant - Study work &amp; settle in NZ</td>
<td>Consumers questioned whether the business services provided by this foreign company are genuine. The Ministry of Labour clarified that they are not registered with the Ministry</td>
</tr>
<tr>
<td>786 Supermarket</td>
<td>Newspaper advertisement shows a list of items including chicken on sale, however, customers were restricted to only one when purchasing the items. Bait advertisement was used which is a violation of the CCD 2010</td>
</tr>
</tbody>
</table>

Name of Promotor missing from advertisement.

After Council’s intervention TFL amended advertisement.

786 Supermarket using bait advertisement.
Vodafone caught with misleading phrase

If you are thinking that text messages like “Cash for you” and “Just for you” may make you an instant winner, then think again.

In January, mobile giant Vodafone was found using misleading phrases in its ‘SmartCash’ promotion.

The Council found that phrases such as ‘Cash for you’ and ‘Just for you’ were highly misleading and could easily be construed by the mobile owner to mean that the cash was “only” for them. In fact the promotion was akin to a lottery or a game of chance.

A text message should not mislead the consumer as to the probability of winning. Terms such as “Win $500” are disallowed as these suggest the certainty of a consumer winning $500.

The Fiji Commerce Commission guidelines on texting competitions and promotions 2012 states that a texting competition or advertisement should accurately reflect the nature and content of the competition.

Vodafone’s ‘SmartCash’ promotion also did not inform the consumers that participating involved texting more than once. In normal texting competition, one text was enough to enter a customer into the draw, however in this case customers were not aware that they needed to text more than once to accumulate points or cash to be able to win.

The Council confronted Vodafone who immediately amended the text messages and other promotional materials.

Watchdog Monitoring Promotions

The Consumer Council of Fiji continues to closely monitor promotions and competitions that are run by traders in a bid to ensure that accurate and all relevant information are given to consumers.

Some consumers have raised concerns with the Council on the irrelevant terms and conditions of certain promotions and lack of transparency over the rewarding of prizes.

Complaints have been received in relation to promotions that work through mobile texting platform as well as competitions that include purchasing of products and submission of receipts, wrappers, barcodes etc.

Some traders/businesses do not disclose to consumers where the prize can be redeemed from, upon winning. This is important information as many shops running competitions have more than one outlet nationwide.

The Council is continually gathering information, posters and other necessary documents on ongoing promotions/competitions to curb down on those who intend to fool consumers through colourful promotions/competitions just to make money.

Non-disclosure of brands

It has been noticed that when traders are running a sale or a promotion they often do not disclose important details such as brands and other specification of the products on offer.

These advertisements use generic terms like ‘laptops’ or ‘tablet’ without exposing the brand. The Council believes, that such tactics are used to conceal the value of the product on offer and to entice customers to enter the promotion.

During the back-to-school rush in January, the Council’s advertisement monitoring team found that Courts ‘Smart Deal’ advertisement of a netbook was not transparent with the product information. The product’s brand name was not disclosed to the consumers.

Information on the brand, model and other product specifications is important since the consumers need them in order to ascertain more accurately the value of a product on sale or prize items in promotions. Such information will assist the consumers to decide whether to visit the store or to participate in the promotion.

The Council is urging traders, particularly businesses that sell IT and electronic products, to disclose brands, models and other information to the consumers.

Exclusionary notices still a problem in Labasa

‘Goods Once Sold Cannot Be Returned’ or ‘No Refunds’ continue to be a problem for the consumers in Labasa. Despite publicity and enforcement action in the past two years, traders are still displaying exclusionary notices that are violating the consumer’s rights and the Commerce Commission Decree.

In one of the Council’s market surveillance in Labasa, a variety store was displaying an exclusionary notice stating ‘No Return, No Refund’. This type of notice is a direct violation of the Commerce Commission decree of 2010.

While the trader removed the notice, the Council is advising traders to refrain from displaying such exclusionary notices.
Regulated Price of Bread

Bread Prices effective from 8 December 2011.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>Schedule 1</th>
<th>Schedule 2</th>
<th>Schedule 3</th>
<th>Schedule 4</th>
<th>Schedule 5</th>
<th>Schedule 6</th>
<th>Schedule 7</th>
<th>Schedule 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loaf-long wrapped</td>
<td>400g/unit</td>
<td>$0.75</td>
<td>$0.77</td>
<td>$0.80</td>
<td>$0.79</td>
<td>$0.82</td>
<td>$0.86</td>
<td>$0.88</td>
<td></td>
</tr>
<tr>
<td>Loaf-medium wrapped/sliced</td>
<td>600g/unit</td>
<td>$1.05</td>
<td>$1.07</td>
<td>$1.13</td>
<td>$1.11</td>
<td>$1.13</td>
<td>$1.18</td>
<td>$1.20</td>
<td></td>
</tr>
<tr>
<td>Loaf-wholemeal medium wrapped/sliced</td>
<td>600g/unit</td>
<td>$1.20</td>
<td>$1.22</td>
<td>$1.28</td>
<td>$1.26</td>
<td>$1.28</td>
<td>$1.29</td>
<td>$1.31</td>
<td>$1.35</td>
</tr>
</tbody>
</table>

Source: Commerce (Price Control) (Foodstuffs) (Amendment) (No.4), Order 2011.

Food For Thought

“Kellogg's Special K” v “Kellogg’s All-Bran Flakes”

If you think food items labeled low in fat are much healthier than the standard food items then think twice.

Research conducted by “Which”- a consumer organization based in UK that conducts product testing - shows that food items labeled to be fat free or less in fat content, in actual fact do not have much difference from the standard product itself.

For instance the “Kellogg’s Special K” cereal ads imply it’s a cereal to eat if you are trying to lose weight, as the packet claims that it contains less than 2% fat. However, every 30g bowl of “Kellogg's Special K” contains more calories than the standard “Kellogg's All-Bran Flakes” cereal, which claims that its fibre will also help you stay fuller for longer and you’re less likely to snack.

Consumers are advised not to assume that products labeled 'low in fat,' 'light' or 'reduced fat' is necessarily low in fat. As per research findings, consumers can check the labels of the food items properly and if the food contains more than 20g fat per 100g, or more than 5g saturated fat per 100g, then it is classed as high in fat or saturated fat.

How to Identify Grains?

Whole grain - contains 100 percent of the original kernel-bran, germ and innermost part (endosperm). Whole wheat is just one type of grain, which could instead be oatmeal, milk or brown rice, for starters. To find whole grain products, look for “whole grain” as one of the ingredients.

Multigrain - means that a food contains more than one type of grain.

Refined Grains - contain only the kernel’s innermost part.

Fortified Products - contain added nutrients that weren’t in the original product.

Enriched product - the original nutrients lost during processing have been added back in.

Source: Consumer Reports, October, 2012.

Food fat labels made simple:

Low fat - means less than 3% fat.

Reduced, light and lite - mean 30% less fat or saturated fat than the standard or regular product.

More than 20g fat per 100g makes a product high in fat.

More than 5g saturated fat per 100g means its high in saturated fat.


The Bread Battle

Have you ever picked up a wholemeal loaf of bread and wondered if it really is wholemeal bread? Does the “wholemeal” loaf actually contain wholemeal grains or is it just brown colour or few particles of wholemeal scattered here and there?

The Council finds this unacceptable as bread shops and bakeries in Fiji are misleading consumers in a bid to make more profits.

The Council received complaints from bread lovers that Oat Loaf bread sold at certain supermarket bakeries is not what the name suggests. While the name of this bread makes it sound as though the loaf has high percentage of oats, this is far from reality.

Consumers who patronize these bakeries have complained that the so-called “oat loaf” is a normal long loaf with some oat sprinkled on the surface during baking.

Are supermarket bakeries trying to make a few extra cents on long loaf which is under price control by sprinkling oats to change the category of bread? Perhaps this is done to avoid long loaf from being regulated because it is now “oat loaf”. The Council believes it is a cheap tactic to avoid having to charge the allowable maximum retail price (MRP) currently imposed on the popular Fiji long loaf. Currently the long loaf is sold for 75c whereas oat loaf is sold for $1.20, a difference of 45c.

With an increase in non communicable diseases (NCDs), the intake of wholemeal or multigrain bread should be encouraged.

Only long loaf, medium white sliced and medium whole meal sliced bread are under price control.
Let’s look at why energy saver bulbs are better than regular light bulbs.

Lit energy bulbs are displayed in hardware stores to show the difference in color to assist consumers to make an informed decision. In some stores fact sheet or labels provide helpful information to consumers.

Research has proven that consumers can save up to $24.60 per month on electricity bill by switching 10 normal 75W lights with 14w energy saver light bulbs. Consumers, who believe that the price of these bulbs is too high, should think twice because the initial investment can be recovered over time through savings in electricity bills.

Despite research findings, some consumers still prefer to use normal light bulbs because of the brightness, or they believe that energy saver bulbs burn out too quickly.

Contrary to consumers’ perspective, energy saver light bulbs are bright; however, the brightness of the lights will depend on the amount of lumen in the bulbs. The higher the number of lumen, the brighter will be the light.

To get the right colour from your bulbs, consumers need to check the amount of kelvin (K) in a bulb since light colors are measured in kelvin.

The higher the number of Kelvin, the cooler, (or bluer), the light appears. Thus, to choose the right colour for your bulbs it is best to compare the degrees of kelvin in a bulb.

CFLs can achieve the same kind of lighting you’re used to from incandescent bulbs. Look for packages labeled “2700 degrees Kelvin” or “warm-white.” If you seek a brighter, “whiter” light there are CFLs with 5000 degree Kelvin. In between the 2700K and 5000K bulbs you may find 4100K or “cool white” bulbs, a little white than the warm white 2700K and a little more yellow than the bright white 5000K. 4100K is the color temperature typically used in commercial offices and production areas.

Consumers are urged to change their perception about energy saver bulbs and make the switch to save money and to save the environment, while at the same time enjoying the bright lights given by energy saver light bulbs.

### Wattage VS LUMENS

Wattage doesn’t tell you how bright a light is- it only tells you how much energy the light bulb is using to create the light. New energy-efficient bulbs have lumens on the packaging, which are the measure of the bulb’s light.

<table>
<thead>
<tr>
<th>Normal Bulbs (Watts)</th>
<th>No. Of lumens needed in energy saver with Equivalent Brightness as Normal Bulbs</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>800 lumens or more</td>
</tr>
<tr>
<td>75</td>
<td>1,100 lumens or more</td>
</tr>
<tr>
<td>100</td>
<td>At least 1,600 lumens</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Normal bulbs</th>
<th>40W</th>
<th>60W</th>
<th>75W</th>
<th>100W</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost per month per bulb</td>
<td>$1.62</td>
<td>$2.42</td>
<td>$3.03</td>
<td>$4.04</td>
</tr>
<tr>
<td>Energy saver bulbs</td>
<td>8W</td>
<td>11W</td>
<td>14W</td>
<td>18W</td>
</tr>
<tr>
<td>Cost per month per bulb</td>
<td>$0.32</td>
<td>$0.44</td>
<td>$0.57</td>
<td>$0.73</td>
</tr>
<tr>
<td>Savings per bulb per month</td>
<td>$1.30</td>
<td>$1.98</td>
<td>$2.46</td>
<td>$3.31</td>
</tr>
</tbody>
</table>

** Multiply the number of energy saver bulbs you use with savings per bulb per month to understand the total savings for the energy saver lights in a month.

### Colour Temperatures in the Kelvin Scale

Recognizing financial hardship and knowing what to do to avoid sinking deeper into debt is important when you borrow money or take loans. Financial hardship is caused by a change in your financial circumstances. Consumers must remember to inform their credit providers immediately if there is a change in their income so that negotiations to restructure can start earlier and the account does not go into arrears and accumulate default penalty charges.

If you are ill, unemployed or have other reasonable cause not to meet your obligation under the contract, you can apply to the bank to change the terms of the contract through the following ways:

- Postponing for a specified period the date on which payment is due.
- Extending the period of mortgage and postponing for a specified period the date of payment.

It is important to note that, in the event the credit provider does not agree to restructure the Consumer’s account, the consumer can apply to the court for this restructure.

**Debt Management and Consumer Credit Advisory Services**

With this new service currently up and running, the Council has witnessed consumers taking advantage of this free service. So far 18 consumers have lodged their complaints worth $180,917.06 and 22 consumers have sought advice from the Council. These complaints were in relation to home loans, credit card, personal loan, hire purchase, vehicle loan and money lenders. Consumers are struggling to meet their loan repayments due to increases in cost of living and application of variable interest rates which is causing extreme indebtedness.

The Council is concerned that consumers do not act responsibly when they lag behind in payments. There are consumers who disregard demand notice and fail to understand the consequences of ignoring such notices or the accumulating debts. There is a need for consumers to change their attitude when they take a loan. It is expected to be paid back with interest. Loan repayments must be treated as a monthly commitment and should not be disregarded.

Through complaints handling, the Council is aware that the credit providers fail to inform consumers that they have an option to restructure their accounts if they are facing hardship. This is an option that is available to consumers under the Consumer Credit Act, which is seldom disclosed by the credit providers.

Consumers are advised to take advantage of the Council’s free of charge Debt Management and Credit Advisory services if they are facing financial problems.

**Case Study 1  Council Assists a Retiree**

Mr. Peter, a retired Church Minister, has resorted to farming to meet his family’s needs. In June 2002, he took a home loan of $37,650.00 with a monthly repayment of $217.49 a fortnight. However, in January 2013, due to the changes in the variable interest rate, his repayment increased to $328.87 a month.

With an increase in cost of living, he was unable to keep up with his monthly repayments, resulting in his loan account falling into arrears. Not too sure about what to do, he raised his concerns with the Council.

**Solution:**

The Council, after preparing Mr Peter’s budget to understand his income and expenditure, decided to meet the financial institution. An account restructure was drawn up and Mr. Peter’s monthly repayment was reduced from $328.87 to $390.00.

Your right:

- You may apply for an account restructure with your credit provider if you are facing financial difficulties in making repayments.

The Consumer Credit Act allows for the restructure of accounts if consumers are facing ‘hardship’ in meeting their repayments.

**Our advice:**

Ignoring a default notice or reminder calls from the credit provider does not solve the problem if you are behind in your repayments. You must act immediately.

Consumers should prepare a budget to understand their financial position. All essential monthly payments must be paid first to avoid default interest rates and other fees and charges. The Consumer Council may assist, should you need any assistance with preparing a budget.

**Case study 2  Mortgaged Home Saved**

Mr Nelly, a businessman, inherited a property from his father. For business purposes he drew a loan against his home for a sum of $171,928 with monthly repayment of $1,599.

Unfortunately, his business was not performing well and he was unable to keep up with repayments. His property was put on mortgage sale with advertisements appearing three times in the local dailies. His arrears accumulated to $148,448.3 and Mr. Nelly was given 14 days to clear off the total arrears.

**Solution:**

The Council intervened and mediated for an account restructure with the bank. The bank gave Mr Nelly an opportunity to clear the arrears but decided not to restructure the loan. The bank also removed the property from a mortgagee sale list.

Mr. Nelly was able to save his home from being sold by the bank and now he is committed to making his monthly repayments.

**Our Advice:**

If your account is in arrears, you must start talking to the credit provider to find options. You must try your best not to go to that stage where banks start issuing default notices or advertise your property for a mortgage sale. All the costs involved in recovering the debt will be passed on to you by the credit provider, including high interest rates on the default amounts.
The Council’s Alternative Dispute Resolution (ADR) and Consumer Advisory Division continues to receive an overwhelming response from consumers and has so far recorded a total of 1000 complaints with a monetary value of $1,936,888.21.

To date, a total of 773 complaints have been successfully resolved saving consumers a total of $1,017,859.29 of their money. These figures are inclusive of complaints received from the Council’s 3 regional offices; Suva, Lautoka and Labasa.

For this period, Landlord/Tenant complaints have topped the Council’s list again, as 105 complaints of this nature were registered. This issue remains a growing concern to the Council as tenants and landlords, alike, fail to understand both their rights and obligations. For instance, tenancy complaints received at the Council reflect the failure of landlords to issue receipts for rent payment, failure to refund bond money; no provision for tenancy agreements and so forth. This also is a reflection of the weakness and inefficiency of the residential tenancy legislations that are currently in place.

In the top 5 recurring complaints, the Council received, 103 complaints against mobile product in 2nd place, 99 electronic goods complaints in third place, 73 water (WAF) complaints coming in at fourth place and 46 Fiji Electricity Authority (FEA) complaints at fifth place. The ADR division continues to assist consumers through alternative dispute resolution via mediation. This process is effective in addressing complaints as it enables all parties affected to come to the table and agree to a way forward, which is a solution that is agreed to by all parties. Unfortunately, the Council also comes across unscrupulous respondents that fail to neither comply nor provide redress. In instances like these, the Council refers them to the relevant enforcement agencies for further action.

As of May 31st a total of 109 complaints from the three regional offices are pending and the Council will continue negotiations and lobbying with respondents to provide redress to the consumers. They are advised to continue to utilize the ADR services provided by the Council.
Case Studies

Safety Boots not of ‘merchantable quality’

Aten purchased five pairs of ‘Warrior’ brand steel capped safety boots from Liberty Footwear. On the same day of purchase, Aten and his work mates wore their brand new safety boots to work. After a couple of hours at the job site, the soles of all five pairs of shoes started wearing off. The soles eventually fell off exposing the metallic plates inserted in the soles of the shoes. These metallic plates in the shoes act as protective covering for the feet, thus providing the safety element in ‘safety boots’. The contractors were put at a grave risk because metals are good conductors of electricity. When contacted by the Council, the trader had replaced the safety boots for Aten and his work mates.

Your Right:

• Goods sold should be of ‘merchantable quality’ and should be fit for its purpose as is reasonable to expect. This is provided for under the implied warranty provisions of section 16 of the Sales of Goods Act (Cap 230). One expects the safety boot to last and not become a safety hazard for the workers.

• Consumers may opt for a repair, replacement or refund of their money if goods sold are not of merchantable quality.

Our Advice:

• In purchasing safety boots, it is always safe to compare the price and quality of different brands before purchasing. It is advisable to get a review on the various brands of boots from your workmates, relatives or friends because there are counterfeit products sold in the market which can be a safety risk.

• There are other brands of safety boots in the market that meet certain overseas safety requirements and standards. These boots may cost a little more than the regular ones but they are of good quality and safe.

Be cautious when borrowing from Moneylenders

Bella borrowed $250 from Bob, a well renowned money lender amongst her friends. When she borrowed the money, no agreements were signed but Bob had advised Bella that interest will be charged at 20% per week on the outstanding balance. Bob, while stating the repayment arrangements, took possession of Bella’s ATM card and told her he would make withdrawals every fortnight. Following this arrangement, Bob had withdrawn a total of $240.00 within the month.

Two months after taking the loan, Bella was informed by Bob that her account balance was $388.08 despite the repayments she had already made. Feeling cheated, she cancelled her ATM card but this only frustrated Bob further as he then visited her residence demanding money from her and her new ATM card.

Bella then sought the assistance of the Council which informed Bob that the maximum interest rate applicable is 12% per annum and that compound interest is prohibited under the Money Lender’s Act. Upon the Council’s advice, Bob agreed to amend the interest rate to 12% per annum which was $30.00. Within two days of the Council’s intervention, Bella paid a further $40.00 which cleared-off her debt with Bob.

Your Right:

• Section 16 of the Money Lenders Act (Cap 234) states that a “Note or memorandum of moneylenders contract to be given to the borrower” so make sure that you demand that a contract be entered into and it must be signed by both you and the moneylender.

• Section 17 of the Money Lenders Act (Cap 234) provides for the “Prohibition of compound interest” so please ensure that the interest is calculated correctly.

• Section 19 (4) states for “Receipts to be given” so make sure you demand a receipt from the moneylender every time you make a payment. This will also ensure that you keep accurate records of your repayment.

• Interest rates calculated on the amount of money borrowed must not exceed 12% per annum as provided for in Section 22(1) of the Money Lenders Act (Cap 234). Any interest calculated above this rate is deemed excessive and that the transaction is harsh or substantially unfair.

Our Advice:

• Before borrowing from a moneylender, you must find out if the moneylender is registered or not and you can do so by asking for his license.

• Do not provide your ATM cards to money lenders as security for the loan but rather insist on a contract to be entered into.

• Avoid multiple borrowing from moneylenders as this will only lead you into more debt.
Case Studies

Courts complies with ‘No-surcharge rule’ and removes 3% fee for online payments

Marica has a Hire Purchase account with Courts (Fiji) Limited and, given her busy lifestyle, she opted to make her repayments online with her credit card via Courts’ website. Logging onto Courts Fiji website to make her payments, she found a notice that stated “you will be charged an additional 3% for online payments”. Not wanting to be charged, she opted to go and make her payment directly at the Courts store in Suva City and knowing that this was a breach of the Reserve Bank of Fiji Guidelines recently upheld, also notified the Council of the peculiar notice.

The Council then liaised with Courts and informed them that this extra charge was a breach of the Reserve Bank of Fiji Guidelines which upheld the ‘no-surcharge rule’. Courts had stated that the reason why the 3% charge was implemented for consumers to pay was for Courts to recover additional costs involved with the processing of online payments. The Council was also informed that approximately 50 customers were affected by the implementation of this additional charge. After making the necessary deliberations internally, Courts then advised that those consumers that had made their payments online and were affected by the surcharge; that the necessary amounts would be credited to their accounts.

Courts (Fiji) Limited had also amended their website and removed the 3% surcharge notice that previously affected consumers.

Your right:
• The Reserve Bank of Fiji has issued the regulatory stance to uphold the "No Surcharge Rule" for credit and debit card payments in Fiji pursuant to its general powers under the Banking Act 1995 and the Payments and Settlements Systems Oversight Regulations 2004.

Our advice:
• The "No Surcharge Rule" means that all consumers are advised to only pay the advertised price for an item or service offered by a merchant – you are not required to pay for any extra fee or charge just because you are making payments using your debit or credit card.
• Debit and Credit card holders in Fiji are advised that merchants who attempt to surcharge them for paying for goods or services using their debit or credit cards are in breach of the regulatory stance given by Reserve Bank of Fiji.
• If you come across any such surcharges by a trader, please inform the Consumer Council or the Reserve Bank of Fiji immediately.

MH’s recalls balloon packets with misleading labels

Emma was organizing a birthday party and saw colored balloons at MHCC that had the words “25 BALLOONS Happy Birthday Printed” on the packaging. Relying on what was written on the packaging, Emma decided to purchase a few packets. While Emma was decorating the venue for the birthday party she found that the balloons did not have “Happy Birthday” printed on them but were in fact plain coloured.

Disappointed with her purchase, Emma took the balloons back to MHCC the next day. The shop manager refused to provide an explanation to Emma with regard to the misleading packaging and refused to provide either a replacement or a refund.

Disappointed with the reaction by the store manager, she decided to lodge a complaint with the Council. Upon intervention, MH’s have recalled this product from all their outlets and sincerely apologized for their oversight. MHCC also offered to provide replacement packets to Emma.

Your Right:
• You are entitled to the very same product that is described on the packaging. If products do not match the description on the packaging then this is considered as “misleading representation” and is a breach of Section 77 (1) (a) of the Commerce Commission Decree 2010.

Our Advice:
• If you have been misled into purchasing a product that is not what is actually described on the packaging, then demand for a refund or a replacement of the item you have purchased.
1. Courts (Fiji) Limited – rectifying error and providing prompt redress

Ms. Ashika purchased a fridge in April, 2012 on a ‘Hire Purchase Account’. She later discovered that she was not happy with the particular brand and had it exchanged with another brand. Whilst the exchange was made, she paid an additional cost of $480.00 to cover for the difference in the value of the items. Her account was cleared in full.

Almost a year later, she received a call from Courts (Fiji) Limited advising that her account is in arrears of $158.80. In fear of having the item repossessed, she made the payment.

Not being able to fully understand the situation, she lodged her complaint with the Council. Upon the Council’s intervention, Courts (Fiji) Limited acknowledged their error and refunded the full sum of $158.80.

2. Dominion Insurance – quick release

Mr. Delai expressed his interest for a vehicle which was put on tender. Upon advice that the tender has been awarded to him, Mr. Delai made a full payment of $28,000 via “Bank Cheque”.

Despite the payment, Mr. Delai was informed that since there are necessary formalities that need to be completed, the vehicle will not be released to him anytime soon. Frustrated with this advice, he visited the Council’s Office seeking assistance.

Upon the Council’s intervention, the vehicle was immediately released to him.

3. Tebara Bus Company - reimbursement of taxi fare and apology for inappropriate behavior

Jenny was refused entry into a Tebara bus when the driver did not have change for $10.00 and she could not use her e-ticketing card as the bus did not have an e-ticketing machine installed. After being humiliated at the bus stop, Jenny had no option but to travel by taxi so that she could reach her workplace on time. She ended up paying more than $10.00 as taxi fare.

Tebara Bus Company refunded the taxi fare and sincerely apologized to Jenny for the driver’s inappropriate behavior.

4. Neritak Equipment Limited – revoking extra costs on replacement item

Raymond purchased a capacitor worth $65 for the generator. He soon found out that the capacitor could not produce voltage as expected. When he asked for a replacement he was told to pay an additional $35.

After the Council’s intervention, Neritak provided the replacement capacitor worth $95 at no extra cost to Raymond.

5. Fiji Electricity Authority – Reversal of Meter Tampering Charge

Simi received a letter from FEA stating that his electricity meter had been tampered with and he was now required to pay a sum of $5,260.42. Simi knew that he did not tamper with the meter because he had purchased the property 5 months ago. It was impossible to use more than $5000 worth of electricity in that short period.

FEA was advised of Simi’s situation and they agreed to reverse the bill of $5,260.42. FEA acknowledged that the meter tampering was done by the previous owner of the property and not by Simi.

1. New Century International Trade Company Limited – selling phones with foreign language instructions and applications

Rickman purchased a mobile phone which contained certain applications in a foreign language which was of no use to him. He requested that the phone be replaced with one which contained applications in English. New Century International Trade Company Limited refused to provide a refund or a replacement. The Council has referred this complaint to the Small Claims Tribunal.

2. A-One Immigration Services and Employment Seekers – failing to honor contract

Betty had engaged the services of A-One Immigration to search for employment overseas. According to the agreement, Betty will get a refund of $750 out of the $1,000 fees charged if the respondent failed to find a suitable job. A-One Immigration could not find a job for Betty and also refused to provide a refund of $750 as per the Agreement.

After receiving the complaint from Betty, the Council conducted its investigation on A-One Immigration. It was found that the company had wound up its operation.

The complainant has now opted to seek legal redress.

3. TFL and Connect Services – Failing to provide efficient services and respond to consumer queries on time

Telecom and Connect service users have been complaining about the poor services offered by them. Complaints range from disrupted services, incorrect billings, credit from Telecom accounts being transferred to Connect accounts without the customer’s knowledge, disconnection of services despite there being no credit limit and slow internet services.

In one case, a complainant had a credit balance of $34.43 on a Telecom account for which she filled out a refund form in November, 2012. In February, 2013, she sought the Council’s assistance as the refund was still not processed. The Council liaised with Telecom and was advised that the cash refund will not be made because the complainant had a debt with her Connect internet account.

4. Rups Big Bear Labasa T/A Babu Industries – Failing to provide adequate redress

Mr. Kishore had purchased a rice cooker worth $59.95 which malfunctioned within a day. A replacement was provided, however, the same problem occurred after a day’s use. Mr. Kishore was no longer satisfied with this product and opted for a refund.

Babu Industries failed to acknowledge that the rice cooker sold was not of merchantable quality and refused to provide redress. The case was referred to the Fiji Commerce Commission.

5. Krossline Electrical and Electronic Works – Failing to complete Electrical Wiring Work

Mr. Shiu engaged the services of Krossline Electrical to install an FEA meter box, two electrical power points and a tube light. Krossline Electrical and Electronic Works gave a quote of $2,728. Having a limited knowledge of electrical work, Mr Shiu went ahead and paid a deposit of $1,300. The electrical company did not show up to complete the remaining work.

Upon the Council’s intervention, the electrical company provided a revised quote which was not justifiable as the quotation was only reduced to $757.95. An independent electrical company was engaged to provide an independent quotation on the work done which amounted to $480.

Krossline Electrical and Electronic Work is not an FEA licensed company and the matter was referred to the Small Claims Tribunal.
1. Saver Bulbs

Are the energy saver bulbs worth it? I read with interest an article (FT 11/01/13) that the Consumer Council of Fiji will promote this to ensure that consumers save energy. It will probably be a good idea to show how much money is saved when using these bulbs by making and showing comparisons of their initial cost, life span and the amount of energy, saved.

Satish Ram

Suva

Fiji Times 26th January 2013

Council Says

In response to Satish Ram’s letter (FT 26/01/13) on the Council’s “Switch and Save” Campaign, the Council is thankful to Mr. Ram for finding our article interesting. The whole campaign on saving energy was launched on 8 January, 2013, after the Council had thoroughly investigated and analyzed the savings consumers can make by switching to energy saver bulbs. The Council’s findings show that a consumer can save $2.59 per month (per bulb) if a 14w energy saver bulb is used as compared to a normal bulb. You will find the relevant “Switch and Save” fact sheet with all the necessary information on the Council’s website www.consumerfiji.org. The “Switch and Save” factsheet is also available from the Council’s offices.

2. Landlord and Tenancy

I have just one question in relation to landlords having to issue a 30-day written notice to tenants to vacate their houses. What happens if the Notice has lapsed (30 days) and tenants still have not vacated the property, what further steps can the landlord take?

Neah Adiqaviti,

Suva city

Council Says

Thank you for highlighting this issue. In cases where the tenants have surpassed the 30 days written notice, the landlords can engage a bailiff upon obtaining a court order.

Raksha Priya, Nasinu

3. Misleading Advertisement

It is quite disappointing when you go with a load of newspaper to the South Pacific Waste Recyclers in Lautoka Beach to be told that they no longer accept newspapers for recycling as the quality of the paper they reproduce is not that good. On the contrary, page 198 of the 2013 and 2012 directory clearly spells out that they accept all obsolete “newspapers.” They do not pay cash but in return pay in kind, such as toilet paper of that worth. I have been told by the office clerk before I took the papers to them. How misleading and deceitful are these advertisements which easily fool innocent people! Can the Consumer Council take action against such unscrupulous entrepreneurs? The management tried to defend themselves saying that there was an error in the advertisement. But how can they repeat the same error year after year? The management requested me to leave the papers but they will not pay in kind.

We would feel obliged if they could pick papers from our homes without paying anything. I am now looking forward to seeing action taken against that monopoly.

Kuber Singh

Tamavua

Council Says

The Council contacted the company. It advised the Council that the information in the advertisement is incorrect and it will be rectified by changing the advertisement in the Directory and by a paid advertisement in the newspaper. The Council reminds traders not to mislead consumers by such advertisements. The Council is aware that Fiji Directories gives an opportunity to cross check and approve the information before it is published in the Directory.

4. Taxi Services

Can we, the public, know if there is any rule with the taxi services in Suva where the taxi drivers refuse to take jobs and say it is a short run for them? We pay the fare and as a lady we need to use a taxi after doing our marketing on a Saturday morning. Thank you.

Renu Raj, Suva City

Council Says

The Council would like to advise consumers that taxi drivers cannot refuse a short run. Taxi drivers are there to provide service to the public. If you do come across such cases you must note the taxi number plate and the name of the driver to lodge your complaint either with LTA or the Consumer Council of Fiji.

5. VAT Inclusive Price

I would just like to know, can you display prices without VAT and then charge VAT at the counter? I did my shopping from a shop in Raiwaqa and that’s what they did with me.

Raksha Priya, Nasinu

Council Says

This is strictly not allowed as every shop is required to display the vat inclusive prices for products on the shelves or where products are displayed for consumers to know. Section 82 of the VAT Decree 1991 requires prices of all goods and services supplied at the retail level to be displayed as inclusive of VAT and any other related tax. Any shop caught misleading consumers with vat exclusive prices (VEP) can be penalized by FICA.

http://www.facebook.com/messages/raksha.priya1
Education is a front-line defense for consumers against unethical market practices. The Council makes every effort to educate consumers by giving them greater access to information. The aim is to provide consumers with the tools that will permit them to become aware, critical and responsible when buying goods and services.

In the first five months of 2013, the Council has been out and about raising awareness on various consumer issues.

During these awareness programs, the consumers had an opportunity to lodge complaints, seek advice and acquire information on issues relating to their daily lives. The Council used various strategies to reach out to the public. Some of the strategies were:

**Mobile Unit**

The mobile services provided by the Council continue to be a cost effective and convenient means of providing its services to consumers at their door step. The 17 mobile units (information/services booths) were available in various centres by the Council at different localities to educate more than 1000 consumers. 738 males and 421 females benefitted from these mobile units whereby 472 advice were sought and 17 complaints were lodged.

This form of awareness is used to assist consumers who cannot visit the Council’s office because of distance, time or transportation problems.

**Community visits**

Community visits is an important activity of the Council which allows accessibility and visibility of its services to local communities which lack access to consumer information and redress. The Council is aware that the consumers in the rural or squatter areas often fail to lodge official complaints either because they fear victimization by traders or they are ignorant of their own rights or face difficulties in lodging complaints.

The Council conducted a total of 12 community visits in the first 5 months of the year. It received invitation from the community leaders where awareness programs were tailor-made for that group. More than 300 consumers were empowered on their rights and responsibilities, hire purchase issues, money lenders act, landlord tenancy issues and unfair trade practices that are prevalent in the market place.

The Council believes that consumers living in the rural settlements are the ones that are mostly affected by unscrupulous traders and service providers. This has compelled the Council to visit these communities to raise awareness so that the rural poor get value for money.

**Workshops**

A total of 11 workshops were conducted and/or assisted by the Council where 350 consumers were empowered. The Council partnered with the Department of Youth and Sports for the National Youth Service Scheme (NYSS), Catholic Women’s League, Association of Anglican Women (Anglican Ladies Guild), FemLINKPACIFIC, Methodist Women’s Fellowship (Indian Division), Poor Relief Society, Stri Sewa Sabha, Zanana League (Muslim Women’s League) Suva Branch and Fiji Media Watch.

So far the Council has conducted workshops with 7 different women’s group, Fiji Media Watch and The Fiji Rotary Club.

Its presentation was on topics such as a review of the Consumer Credit Act, Debt Management and Consumer Credit Advisory Services, Data Bureau, Injustices in Mortgage Sales, Ethical business practices and Standard and home loans, to name a few.

**School Visits**

In the contemporary marketplace, businesses are increasingly targeting children to sell their products. The advertising and marketing strategies of businesses and corporations have now become more child-focused. This is because the young people of today are known to have greater influence on their parents’ decision-making and income. To protect child-consumers in Fiji, the Council conducted 15 school visits and was able to reach out to 1,556 students.

Young consumers were made aware of irresponsible marketing and promotion of junk foods in school canteens, sporting events and the media.

**Information**

The Council encourages consumers to log on to the Council’s website: www.consumersfiji.org, or join Facebook, Consumers Fiji for more information.

Community leaders, school principals, head teachers, youth groups, mothers clubs, faith-based organizations, and other organizations can contact the Council office if they are interested in conducting awareness activities for their students, members or employees.
Consumer Issues around the World

**Initiative to Ban Junk Food Marketing to Children**

After years of selling burgers, fries and sugary breakfast cereal to children around the globe, Ronald McDonald and Tony the Tiger were in Geneva at the World Health Assembly (WHA) to apologize for their past behavior and to find new careers.

Ronald McDonald and Tony the Tiger have been handing out their CVs to delegates of the World Health Assembly as part of a campaign by Consumers International and its Members calling for a ban on junk food marketing to children.

This year, WHO member states are debating a new global action plan for the prevention and control of non-communicable diseases that includes implementing the recommendations for limiting the marketing of food to children.

In 2010 more than 42 million children younger than the age of five were overweight or obese and this figure is increasing every year. The marketing of energy dense, nutrient poor food and beverages to children is widely recognized to affect children’s dietary preferences and helps to establish patterns of consumption that are fuelling the obesity pandemic.


**Shoppers lose £1.2bn by not returning goods**

New research from Consumers International member Which? a consumer organization in the UK has revealed that consumers lost out on an estimated total of £1.2bn in the last year by not exercising their right to return goods.

Around 12 million consumers have lost out on at least one occasion in the past year by not returning goods when they had the right to. According to the research, many consumers simply don’t realize they can return items if they’re faulty, damaged or, if shopping online, the consumer simply changes their mind.

To coincide with World Consumer Rights Day on 15 March, Which? had launched a new consumer-friendly website to help people exercise their consumer rights, whether they are using smart phones in-store or at home. It contains straightforward advice on different problems from shopping rights to travel complaints and mobile phone issues. It includes practical help on how to take action to get a refund.


**Kenya: New consumer protection law**

A law giving consumers the right to demand quality goods and services in Kenya is now operational, exposing firms that do not comply with lawsuits.

The Consumer Protection Act (CPA) provides for punishment of businesses that knowingly sell sub-standard goods and lie on pricing. It also provides for warranties for damaged or injurious goods.

Kenya’s CPA also requires regulators to involve consumers when making major decisions about services and products.

According to the Act, firms which have been proven to have supplied sub-standard or injurious products will be liable to punitive measures including recalling such products from the market, repairing defects, replacing faulty products or issuing refunds to aggrieved customers.

Such firms would also be required to publicly disclose the nature and danger of defects on their products in conjunction with a newly created regulatory agency, the Competition Authority.

The CPA lists banks, consultancies, and insurance firms as service providers. It also includes all those involved in the provision of, or the use or enjoyment of facilities for amusement, entertainment, transport, broadcasting, tourism, recreation, education or instruction. Analysts say that banks and insurance firms are expected to improve disclosure of information to customers.

The law prohibits unfair trade practices and transactions that affect consumer rights like under-cutting and over-pricing of goods and services. The law will also seek to create consumer awareness on goods and services in the market to ensure they are of high quality and meet health standards.

The law also prohibits use of misleading information to sell goods and services, which is expected to make companies more responsible in designing advertisements.

The new law also seeks to curb unhealthy business competition through stringent vetting and monitoring of key undertakings such as mergers and acquisitions.

What do you think of the new grading system for restaurants?

Mitieli Lalanabaravi | Suva
It is good. It will improve the standards and hygiene and the pots, kitchen and the people cooking should also be clean before touching the food and cooking it. We want to eat clean food and chefs cooking in restaurants should be qualified to give better taste to food.

Ben | Caubati
Grading Standards! They should do that, in some restaurants flies hanging around the corner, floor damp and dusty. Restaurants should think of the public we want to eat in a place that is clean and free of flies, cockroaches and other insects. Restaurants should keep their restaurants up to standard. Most of these dirty restaurants are also charging high prices.

Kinivilame Tukuca | Suva
It is good and important for these standards to be in place. It will raise the standard of hygiene in restaurants. The Cooking area needs to be clean also, since; the food we eat is going into our mouths.

Anjalone Chand | 9 miles
It is good, restaurants should be more cautious and this will be better for consumers in terms of health and hygiene.

Timoci Sili | Vatuwaqa
It is good since the standard of restaurants is too low. It is a good initiative and we want to eat in a good hygiene place.

Sant Ram Kumar | Nakasi
It is very good. Food like bhajiya, gulagula, etc should be inspected there are too much oil on it. Restaurants in Fiji are not clean. Some restaurants even flies cannot live in it. It will surely improve the standards of restaurants.

Ali | Suva
It is good. In some restaurants we can see cockroaches and flies and yet the price is too high.

Rajkuar | Suva
It is bad to totally close it since they are working for their kids’ survival. A warning would be better.

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The Consumer Council of Fiji (CCF) is a statutory organization established under the Consumer Council of Fiji Act (Cap 235). The Council comes under the Ministry of Industry and Trade. It provides the external pressure as a watchdog to create a fair and just delivery of goods and services. It represents and protects the rights and interests of consumers and in particular the disadvantaged groups, rural poor and women.

CCF is an advocacy (not regulatory or enforcement) organization, conducting rigorous research and policy analysis on key consumer issues. CCF is a full member of UK based Consumers International, a federation of consumer organizations representing over 220 organizations in 115 countries. It is also a member of Standards Association of New Zealand (SANZ) and the Fiji Forum of Non-State Actors.

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