The government, during the 2017-2018 National Budget announcement had made it clear that as of October 1, 2017, the e-ticketing system would be made compulsory. Bus operators and consumers had about three months to prepare themselves for this compulsory change. The primary purpose of introducing the eTransport Cards was to eliminate cash handling and pilferage which has been an ongoing issue for decades.

As with the implementation of most new systems, it was anticipated that once the system started it would encounter some teething problems. This, of course gave rise to criticism and negative comments from some members of the public. Back track to February 2013 when this system was first implemented - issues such as interoperability, non-installation of machines by some bus operators, and prices of smart cards were faced. This year since October 1, issues such as incorrect fares being charged, lack of disposable cards in buses and lack of eTransport card top-up centres were faced by consumers. The lack of capacity in terms of training bus drivers to use the machines added to the ongoing issues.

The Council has always maintained a supportive stance towards the e-ticketing system and has lobbied for this change since 2007. This will not only benefit the bus industry but, taking into account that 65 percent of the travelling population heavily rely on bus services as it is the most affordable mode of transport, bus commuters will benefit as well. Due to this heavy reliance on bus services, the bus industry is of national interest. Even the slightest increase in bus fares would affect commuters.

The bus industry had time and again claimed that increase in costs and decrease in revenue were the reasons for increasing bus fares. For decades, there has been a lack of transparency and accountability in the bus industry. It’s fair to say that due to the global financial crisis in 2008, there was a drastic increase in fuel and food prices which the Fiji Bus Operators Association (FBOA) took as a valid reason to demand for bus fare increases which eventually culminated in a strike. The diesel price during the crisis had skyrocketed to $2.39/L in 2008, however, today the price stands at $1.55/L. Subsequently in December 2008, stakeholders (Land Transport Authority, Ministry of Works and Transport) in conjunction with FBOA engaged UK-based Orion Consulting Associates to carry out a comprehensive review of the bus industry. In this report released in 2009, a strong recommendation was made that bus operators should introduce pre-paid tickets by installing ticket machines or move towards an electronic ticketing system to reduce millions of dollars lost through fraud. In light of this, to encourage bus operators to install the machines, the government offered free fiscal duty on the machines. Despite this, only a handful of operators installed the machines which meant the pilferage was not contained.

When the system failed to function well in 2013 due to poor self-regulation, the government stepped in to regulate e-ticketing by making amendments to Land Transport Regulations and also giving the opportunity to the various telecommunications agents. Today only Vodafone is providing this service and Digicel has also come on board whereby eTransport users are able to top up their Vodafone eticketing cards at Digicel stores nationwide hence expanding the number of top-up locations throughout Fiji.

In terms of consumer choice, commuters can pay bus fares by using their e-transport cards or by paying cash to the driver to buy a disposable card for as little as $2. This option also controls pilferage because all disposable cards are accounted for and the drivers reconcile this at the end of their shifts.

It is worth noting that the e-ticketing system has not been implemented overnight as the public and relevant stakeholders were given adequate time and opportunity to make submissions on the e-ticketing system in 2013 when it was first implemented. Benefits are two-fold, both direct and indirect. The direct benefit of this transparent system will be the fair assessment of bus fares based on reliable data. An indirect benefit for the consumers will be that their taxes will no longer go towards subsidising the bus industry because of poor financial performance of bus companies due to fraud.
The Council has witnessed another exciting 11 months this year. Awareness activities, research and complaints continued as part of the Council's usual service delivery.

The Council applauds the move made by government for the enactment of the Accident Compensation Act and the establishment of Fiji Accident and Compensation Commission (FACC) by January 2018. Based on consumer complaints, the Council, had for many years, lobbied for reforms in the policies and practices surrounding Compulsory Third Party Insurance (CTPI). From 2018, consumers will be paying their CTPI to Land Transport Authority and not to insurance companies as required before. As a result of the creation of FACC, accident victims will now be able to seek redress and get timely compensation based on “no fault” compensation.

Confusion among consumers and unethical practices by traders summered up the introduction of the Plastic Bag Levy on August 1, 2017. Some traders who were not supposed to charge levies took advantage of vulnerable consumers by charging them 10 cents per plastic bag. Consumers were also not aware of which types of plastic bags incurred levy and which traders were authorised to do so. This was not clarified by Fiji Revenue and Customs Service (FRCS) prior to the implementation of the levy. Only plastic bags with handles were supposed to be charged the levy, however, some unscrupulous traders and service providers were charging the levy on plastic bags with no handles. The Council worked closely with FRCS in identifying these traders and subsequently FRCS issued warning notices to these non-compliant traders. The Council issued Press Releases, responded to letters to the editor columns in newspapers and addressed consumer grievances on social media to clarify and raise awareness on this issue.

The Council is thankful to consumers for their solidarity and coming forward with evidence whenever they were wronged. This clearly sends out a stern warning to other traders who have been or are thinking of engaging in unethical business practices.

The Council conducted campaigns under a project funded by the Consumers International’s Anne Fransen Fund. The theme for the campaign was “Combating Non-Communicable Diseases through Consumer Empowerment”. As part of the campaign, the Council focused on the issue of chaser habits during kava consumption as this habit is increasing among Fijian consumers, which can undoubtedly lead to NCDs. The Council is grateful to the Ministry of Health and Medical Services for co-financing this important initiative.

Consumers International has revealed the theme for the World Consumer Rights Day 2018 which is “Making digital marketplaces fairer”. Building on the success of last year’s campaign on “Building a digital world consumer can trust”, the Council will promote digital marketplaces that are more accessible, safer and fairer for the Fijian consumers.

As far as consumer complaints are concerned, this is ongoing as consumers have become more alert and assertive. Through the Council’s vigorous campaigns, consumers have become knowledgeable of the market practices in Fiji and the misconducts by traders. The Council received a total of 1464 complaints valued at $5,121,012.71 in the 11 months of 2017. The complaints included landlord and tenancy issues, electronic goods, mobile products, hardware and construction services to name a few.

National Consumer Helpline continues to provide efficient and effective assistance to consumers who are continuously taking advantage of this toll-free service. A total of 3422 genuine calls were received from aggrieved consumers.

I acknowledge Consumers International for supporting the Council financially in creating awareness for what is now a major concern for Fiji, NCDs.

Last but not the least, the Council wishes to thank all the consumers for trusting us to solve their grievances.

Finally, I wish all our consumers a Merry Christmas and look forward to their continued support in 2018.

Premila Kumar
Chief Executive Officer
"Since we created NCDs, we need to solve it."

Those were the words of Dr. Isimeli Tukana, National Advisor Wellness at the Ministry of Health and Medical Services, when delivering his opening remarks at the “Combatting Non-Communicable Diseases (NCDs) through Consumer Empowerment” workshops organised by the Alliance for Healthy Living in Suva, Lautoka and Labasa.

The Alliance for Healthy Living comprises the Consumer Council of Fiji, Ministry of Health and Medical Services and Diabetes Fiji.

The aim of the workshops was to empower consumers with knowledge and skills that would assist them to make healthy food choices and enable them to successfully influence policies to combat NCDs.

As part of the group work conducted at each respective workshop, the following were some of the interventions which the participants highlighted:

• The need for free exercise centers in communities or town areas;
• Introduce quality Physical Education (PE) in schools, where PE is absorbed into the main curriculum rather than being an extracurricular activity;
• Make healthy carb options cheaper. For example, brown rice, whole meal flour;
• Gardening classes to be reintroduced in schools;
• Increase taxation on salty, sugary, and fatty foods;
• More advertisements to counter advertisements on hidden sugar; and
• More awareness through the school curriculum and early childhood education whereby the children are informed about NCDs and healthy living.

One of the major risks to our population is the rise in NCDs which has become the biggest killer in Fiji, causing about 80% of deaths every year and the number continues to grow.

Many Fijians are not taking an active approach to NCD prevention through a healthy lifestyle, which is causing a worrying increase in NCDs in Fiji.

About 95% of NCDs are due to poor lifestyle choices.

What consumers do, their day-to-day decisions, and what they eat have a huge impact on their health.

It is envisaged that the participation of the grassroots organisations representing people living with NCDs will assist in changing consumer behavior and in formulating public health policies that would assist in the management and prevention of NCDs.

The Consumer Council organized its first ever “Media Seminar on Consumer Protection” in July this year. The objective of the information session was to discuss how the Council and media organisations could work together to empower consumers with their day-to-day decisions to improve their quality of living.

Presentations were made by the Council highlighting consumers’ rights and responsibilities including the United Nations guidelines for consumer protection, the roles and functions of the Council and, emerging issues such as car safety, digital age, real estate industry and financial services.

A café style discussion was also held with the participants to gauge how best the Council and media could help each other in supporting the Fijian consumers. Some points discussed were:

• More power – the Council needs more power so that it is better able to assist consumers through Class Action status.
• Advocacy – the Council needs to conduct more awareness raising sessions with communities and schools as many consumers are still unaware of the Council’s role and functions.

A total of eight journalists attended the seminar from various media organisations which included The Fiji Times, Fiji Sun and Communications Fiji Limited. Also present was the President of Fiji Media Association, Nemani Delaibatiki.

The media seminar was an overall success as information sharing took place and the Council was enlightened on areas where it could strengthen its partnership with the media for more fruitful outcomes. The Council was also better able to understand its fitting role in the media industry and how it could grow its partnership with all media outlets.
Engagements, weddings, anniversaries and birthdays are meaningful events and treasured memories in a person’s life.

When one plans to celebrate such occasions with their family and friends they want the very best outcome and their monies worth. One key part of cherishing such priceless moments is capturing them via videos and photography.

Thanks to the evolution of social media, consumers now have access to numerous small businesses online which offer lucrative deals and packages for videography and photography during events.

One promising business name which consumers tend to heavily rely on is Navneet Narayan Photography which operates as N Studios. Unfortunately, the Council has this year come across some cases against this business which not only provides shoddy services by the owner but also shows his unfriendly and unresponsive attitude towards his customers. Before taking money for the job, he is very friendly and cooperative to tailor make the needs of the client.

The Council has received a total of six cases against N Studios from January until November 2017 regarding slipshod wedding and engagement videography, blurry photographs of the events and guests, and the inability to supply services as promised.

In all of the cases, consumers paid hundreds and even thousands of dollars thinking they were paying for the best services. Unfortunately, when consumers try to contact him regarding substandard pictures and video tapes, or to discuss delays in providing the products, he refuses to answer the call or respond to their e-mails.

Malini’s case
Malini who resides abroad was excited for her brother’s wedding taking place in Fiji. She wanted to gift her brother something which he would cherish for the rest of his life. Hence, she hired the services of N Studios to capture those precious moments. She came across this business via its appeal on Facebook page which also has a huge fan following.

Without wasting another minute, she paid the full sum of $1350 and entered into a contract with Navneet Narayan. Come the full sum of $1350 and entered into a contract with Navneet Narayan. Come

Alas, what was given to them after more than a month of waiting was an utter disappointment as the videos shot were dark, blurry and mostly without sound. The photographs seemed no different as most of them showed guests without a full shot of their faces and to make things worse, the quality of print was beyond explanation. The quality produced was a clear indication of amateurs at work.

Malini immediately raised her concerns with Navneet Narayan, the Director of the business, who, rather than rectifying his mistake, offered only an apology.

She then lodged her complaint with the Council requesting a full refund of the payment made to the business. The Council contacted the Director highlighting the matter. However, in his response, the Director stated that they have several video and photography packages in place which consumers can choose from. Every package came with a different level of quality and style. According to him Malini had chosen the most ‘basic plan’ which came with ‘basic editing’ and ‘basic gear used for coverage’.

The Council was interested to understand as to how opting for a ‘basic plan’ justified video clippings being without sound, blank at certain stages and the photographs containing partial pictures of the guests. A basic plan does not mean that the service provider can deliver substandard photography and videography services and merely call it consumer choice.

Even a basic plan must maintain the quality but quantity can be reduced. If basic plan means inferior quality than this is against good business practice.

The case had to be referred to the Fijian Competition and Consumer Commission (FCCC).

Ryan’s case
Ryan hired the services of N Studios for a video shoot and DJ services for his engagement ceremony in June, 2017 from Nausori.

He and his fiancé opted for a ‘Classic Package’ worth $400.00 under the company’s local event cinematography packages which offered up to five hours of coverage on a single day.

They also opted for the ‘Standard Package’ of sound equipment and hire worth $280.00 (with DJ). However, they later upgraded their plan to the ‘Pro Package’ worth $400.00 which had to include laser lights, fog machines and strobes.

The couple paid their deposit on time and cleared off the remaining balance on the day of the event. However, on the night of the event, the complainant noted that despite upgrading their sound system package and paying the extra amount, no laser lights, fog machines and strobes were used during the event.

Ryan enquired with the Director regarding this who bluntly informed him that the machine did go with the team, however, he would have to check whether it was used or not. Later, the Director informed Ryan that the difference in amount paid for upgrading the sound system hire package would be offset from the couple’s balance during their wedding event hire.

Whilst this was accepted by Ryan, they then started following up on their engagement video which was to be submitted in a month’s time. Unfortunately, it took N Studios more than a month to submit the video copies (1 master copy plus 4 copies). To make matters worse the video recording which was provided was only 9 minutes and 44 seconds long whereas it should have been approximately 5 hours long. The Council also viewed the copy of the video provided to the complainant.

Several attempts made by Ryan to get a response from the Director on the incomplete video proved futile. While the company stated that they would provide replacement copies, they have failed to do so.

Given the dreadful experience, Ryan lost complete trust in the services of the company and sought the Council’s assistance in getting redress. He further made it clear that he would not engage the services of the company for his wedding.

The Council wrote to the Director on numerous occasions, sent follow up emails and made phone calls. However, he failed to favourably respond to any means of communication.

The company failed to deliver as promised and the Director’s erratic behaviour towards his customers added to consumer concerns.

The company is not fit to provide services for such memorable events and the Council wishes to warn consumers regarding such poor service delivery by N Studios.

While the Council only registered six complaints, its social media page was abuzz with consumers commenting against the shoddy services of the company earlier this year. Consumers who are planning to hire the services of this company for their big day need to think twice as their hard-earned money may not get its worth in the end.
In July 2017, Praneel received his quarterly water bill from Water Authority of Fiji (WAF). To his surprise, the water bill stated he had arrears amounting to $472.06. Previously, Praneel received bills around $7.00, hence receiving $472.06 in arrears was definitely a cause for concern. Unable to ascertain how the arrears accumulated he was asked by WAF to clear the lump sum or face disconnection. Praneel immediately sought the Council’s assistance on the matter. The Council liaised with WAF to ascertain why Praneel had received such a high water bill.

It was determined by WAF that there was a leakage in the water piping system and since the leakage was from inside the property, it was Praneel’s responsibility to get it fixed.

Solution
WAF took into consideration the circumstances and made an arrangement whereby Praneel was to pay $50 monthly for six months until the arrears were cleared.

Your responsibilities
It is the responsibility of consumers to check for leakages in their water pipes. The water pipes leading from the street to the meter, including the meter itself are the responsibility of WAF. All pipes on the property beyond this point owned by the consumer is the responsibility of the homeowner.

If there is a leakage to pipes on the consumer’s property then the consumer should engage a licensed plumber to fix the leakage. If there is a leakage to pipes from the street to the meter owned by WAF then WAF can be contacted to fix the leakage and the consumer will only pay for water which they used.

Our advice
Consumers are advised to exercise responsibility and in doing so they should close all taps and check whether their meter is still running. If the meter continues to run despite all taps being closed, it signifies that there is a possible leakage somewhere and the consumer needs to get this fixed immediately.

Consumers fail to realise that if they do not check for possible leakages to them property pipes from time to time, they will end up with a hefty bill after three months for pipe leaks demanding a lump sum payment. If these leaks remain undetected for long periods, thousands of litres of water can be lost, resulting in a much higher than expected water bill, affecting the household budget.
Reshmi had booked Khalid’s services to do her wedding decorations as she was pleased with his work based on what she saw on the social media page. She paid a deposit of US$500.00 to confirm her booking. After almost a month, Khalid informed Reshmi that he would not be able to do her wedding decorations as his business was closing down. After a few days he contacted Reshmi again and stated that he was going to India to attend a family member’s funeral, hence he was unable to do her wedding decorations.

Given that Khalid was coming up with different reasons for his cancellation, Reshmi made up her mind to hire a different wedding decorator. She informed Khalid of the same and demanded a full refund of the deposit. While he agreed to refund her money initially, he however, changed his mind after a few days.

Frustrated with Khalid’s behaviour, Reshmi sought the Council’s assistance. Based on the Council’s investigation and negotiation, Khalid agreed to provide Reshmi with 50% of the deposit which she agreed.

**Your rights**
Consumers have the right to seek redress in cases where the product sold is not fit for purpose. Reshmi could not identify any physical faults in the vehicle and she had believed the seller when he told her the vehicle was in good condition. She was entitled to the refund as the vehicle was not in good condition.

**Your responsibility**
You are advised to check and ensure the following when deciding to purchase a vehicle:
- The consistency in the mileage, age and appearance of the car
- Any signs, like worn screws that the instruments might have been tampered with.
- If the motor vehicle has been inspected by LTA.
- Service history and repair records available.
- Motor vehicle manual.
- If the motor vehicle has been inspected by an independent mechanic.
- If the motor vehicle was involved in any accident.
- If the motor vehicle has any financial interest of third parties.
- If the motor vehicle has any warranty/guarantee
- Whether there are any mechanical or physical defects in the vehicle
- Whether the motor vehicle has gone through any damages through natural disaster like flood or cyclone.
- If there are immediate consumable spare parts readily available
- Whether the vehicle is free from body scratches
- Whether the engine was overhauled

**Our advice**
The Council advises consumers who plan to invest large sums of money in owning a second-hand motor vehicle to play their part with vigilance by doing their background checks on vehicles and asking the appropriate questions regarding their purchase. Consumers should also refrain from engaging a third party to purchase on their behalf until and unless they fully trust the person to do an ethical and reliable job.

Remember, exercising consumer responsibility will help consumers avoid huge financial losses.

Traders are also required to:
- furnish the consumer with full disclosures regarding the vehicle without any omissions
- refrain from making false and misleading representations regarding the vehicle
Shalini and her husband engaged Harcourts Bluewater Real Estate Limited to purchase a residential property at Malaqereqere, Sigatoka valued at $360,000. Shalini transferred $30,000 deposit and later transferred $330,000 into their trust account. According to Shalini, the property was supposed to be under her and her husband’s name. Much to her dismay, the sales and purchase agreement did not include her name. Dissatisfied with the conduct of the real estate agent, Shalini and her husband immediately terminated the sales of purchase agreement and requested for a full refund of the total sum paid. However, the agency only refunded $330,000 and withheld the deposit of $30,000. Distraught, Shalini lodged a complaint with the Council seeking full refund of the deposit. The Council wrote to Harcourts seeking an explanation for withholding the deposit amount. Soon after queries were raised, Harcourts advised that the sum of $30,000 was refunded back to Shalini’s account.

Your rights
Right to redress – In this case, the consumer had the right to full refund as the service provider failed to facilitate the transaction as requested.

Your responsibilities
Critical Awareness – Consumers should be well aware of the services they are engaging in so that they are not exploited. Had Shalini not known how the property transaction operates, she would have ended up accepting the sales and purchase agreement. However, she had knowledge of what the agreement should entail and once she noticed her name was missing, she declined the agreement altogether.

Janet who has a three-month-old baby came across a page on social media promoting the sale of diapers at very cheap prices.

She immediately messaged Caroline, the administrator of the page and ordered 100 diapers worth $45.00. She was required to pay a $10.00 deposit with the remaining sum of $35.00 to be paid upon receiving the item. Janet paid the required deposit into an account given by Caroline and was advised that her package would reach her within two weeks.

Unfortunately, it became a never ending wait for Janet. Despite calling Caroline numerous times and sending messages, no response was received on the status of her order.

A frustrated Janet then lodged her complaint with the Council seeking a refund of her deposit as she had lost trust in Caroline’s services.

The Council made several attempts to contact Caroline, but she did not respond to their calls. The Council messaged Caroline informing her to provide a timely redress to the complainant or the matter would be escalated with the enforcement agencies.

After a week, the Council was informed by Janet that a sum of $10.00 had been deposited into her account by Caroline.

Your right
Consumers have the right to timely service. In cases where traders fall short of providing their required services, consumers must act immediately.

Your responsibilities
It is the responsibility of consumers to sound an alarm regarding such online traders who do not provide satisfactory services. Caroline had failed to supply as promised and she further failed to respond to customer grievances in a timely manner.

Highlighting such matters will assist the Council in creating more awareness among consumers regarding the do’s and don’ts when dealing with online traders.

Tracey who is partially blind visited Valuefone and sought assistance from a salesperson to purchase an affordable phone with a big screen which could clearly show the contact details and numbers being dialled. Having such a phone would assist her to dial correct numbers without the regular assistance of other people. Often Tracey dialled wrong phone numbers unknowingly as her phone screen was too small and her strained eyesight restricted her from seeing the numbers clearly.

However, upon visiting Valuefone the sales representative hurriedly sold Tracey a phone in a box worth $49.00 which in fact was small in size and she was unable to view the content details clearly. When she tried seeking redress directly from Valuefone, she was denied assistance. Feeling frustrated, Tracey lodged her complaint with the National Consumer Helpline seeking a refund.

The Council contacted Valuefone and informed them that Tracey was not shown the full features including the dial out options. She was just made to believe that the phone was suitable for her.

Valuefone then agreed to assist Tracey by giving another phone suitable to her or give her a refund. Tracey opted to get her money back.

Your right
Consumers have a right to quality service and be compensated for items they were given which were not fit for it’s the required purpose. In the case at hand, Tracey was unable to see the dial out numbers properly and despite asking for assistance based on her disability, she was not served fairly.

Your responsibilities
Consumers have the responsibility to raise their concerns against traders and service providers who fail to provide timely redress. Tracey was initially denied any redress from Valuefone, however, she did not let the matter rest there and sought the Council’s assistance for a refund.

Our advice
Businesses and traders should ensure that they provide timely service to all consumers and in cases where consumers have been wronged, the traders must provide redress immediately.
Karishma who had long wished for straight hair, visited Jenny’s salon to get permanent straightening done. She paid $100 for the service and was advised not to wash the hair for a week as the products applied to her hair needed to settle in for a straight look. Despite following the instructions, Karishma’s hair was nothing close to straight when she washed it a week later. She visited the salon to get the straightening done again. To her disappointment and dissatisfaction her hair remained wavy. She then lodged her complaint with the Council, seeking full refund of the $100 paid.

The Council liaised with Jenny’s Salon and explained to them that the service which the complainant paid for was not provided to the customer’s satisfaction, hence, she was entitled to a refund. The salon, without further hassle agreed to refund $100.

Your right
Consumers have the right to items of merchantable quality and satisfactory service. In Karishma’s case the products used on her hair did not work as it failed to straighten her hair on more than one occasion. Further, consumers have the right to redress in a timely manner. Karishma spent $100 on a service which did not prove worthy, hence, she had the right to seek refund.

Your responsibilities
It is the responsibility of the consumers to voice their opinions against unsatisfactory service and be inquisitive. Karishma ensured that the salon re-applied the hair straightening products to see whether it worked or not. When it failed to work the second time, she sought the Council’s assistance for a full refund.

Our advice
The Council urges consumers to exercise caution when visiting hair and beauty salons. If unsure, consumers need to ask questions regarding the products being used on them and ensure that they prove effective. If unreliable products are used and unsatisfactory services rendered, then consumers are encouraged to lodge their complaints with the Council.

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The Suva Magistrates Court has convicted Singh’s Curry House restaurant for failing to issue a proper tax invoice as required under the Value Added Tax Act 1991.

Deo Narayan Singh trading as Singh’s Curry House was charged after he failed to issue a proper tax invoice as required under the VAT Regulation 1991 to one of its customers on June 30 this year at its Morris Hedstrom City Centre outlet.

While sentencing Singh, Magistrate Priyantha Liyanage said that issuance of proper tax invoices was of utmost importance when it came to the supply of goods and services to citizens.

He further stated that tax invoices ensured the transparency of the payment of tax to the government charged by the business to the consumer and it was the right of the consumer to have a tax invoice of his or her transaction.

Fiji Revenue and Customs Service Chief Executive Officer, Visvanath Das has welcomed the conviction by the court saying that this should serve as a deterrent to other businesses which do not issue correct tax invoices to their customers.

Effective from August 1 this year, the maximum fine for this offence attracts a maximum penalty of $5,000 or 10 years imprisonment for a first offender; $15,000 or 10 years imprisonment for a second offender or $25,000 or 10 years imprisonment for a third offender or more.

Mr Das says Revenue and Customs is clamping down on businesses and individuals who are involved in systematic tax evasion by not issuing proper tax invoices and underdeclaring their sales figures.

Fiji Revenue and Customs Service is also inviting businesses with a turnover of less than $1.5 million to take advantage of the Government’s current Tax Amnesty initiative and become compliant at the earliest without having to suffer penalties, fines and prosecutions.

Undoubtedly, the real estate industry has become one of the most lucrative sectors of the Fijian economy. The industry encompasses the many facets of property dealing which includes development, appraisal, marketing, selling, leasing, and management of commercial, industrial, residential and agricultural properties. The real estate industry in Fiji has evolved over the years with the increasing demand for housing following developments in towns/cities and internal migration from rural to urban areas. In the past few years the Council has recorded a total of 53 complaints against unfair business practices by real estate agents which include non-disclosure of property prices, unlicensed or untrained real estate agents being involved, pressure selling and poor work ethics. Consumers have also raised concerns on the non-disclosure of crucial property details such as the land title, land type, land area, location, and remaining tenure of the land. Needless to say, the real estate companies charge high commissions, fail to refund bonds, non-issuance of tenancy agreements, create miscommunications and delay in property settlements.

To bring about changes in the industry it was important to address the recurring issues. Hence, the Real Estate Licensing Board (REALB) together with Ministry of Industry Trade and Tourism held national consultation workshops in the Western, Northern and Central Divisions with the objective of seeking views and opinions of all relevant stakeholders in regards to the draft 2017 Real Estate Regulation.

The Council was also a part of the workshop(s) along with the real estate agents and salespersons where it got the opportunity to highlight the growing concerns received against the industry.

The Council is hopeful that the regulation will bring about the much-needed discipline and work ethics in the operations of the real estate agents and salespersons as it will govern their practice in the market.

The Consumer Council of Fiji is disappointed with the deceptive business tactics practiced by Telecom Fiji Ltd towards its customers. This after TFL made changes to its Connect Student Prepay Plan and International Calling Promotion whereby consumers are forced to adapt to changes which are not favourable to them. The expiry dates under the Connect Student Prepay Plan have been shortened considerably limiting the usage time for the consumers. For instance, the validity period for the $5 for 3GB data has been reduced from 14 days to only 7 days. For $10 for 6GB and $15 for 10GB the validity period has been reduced from 30 days to a mere 14 days.

Further, TFL has removed 199 countries from its $0.16 per minute International Calling Promotion which is inclusive of Pacific island countries. Given the fact that Fiji is the hub of the Pacific with many regional students pursuing studies at local universities, others who have made Fiji their new home, the $0.16 per minute International Calling Promotion was a means for them to communicate with their families back home at a low cost. Now they will be burdened to pay more if they wish to make calls to their countries. After strengthening its customer base for the plans by enticing a considerable number of users, TFL now unfairly deems it fit to impose such changes where the burden of cost shifts on to consumers. Most of the consumers had obviously signed up with TFL based on the benefits they saw under the longer validity periods and cheaper call rates being offered. However, with the changes in place, consumers will not benefit.

Consumers, particularly students, who initially could recharge the smallest denomination and use the data for longer will now have to fork out more money to recharge if they wish to have data plans with longer validity. Similarly, standard charges being applied for call rates will burden the consumer pockets, particularly for the students, who survive on fortnightly or monthly allowances or monies sent from home. Obviously, TFL is not considerate towards its customers.

The Council liaised with MH regarding the difference in the total amount being reflected on the receipt compared to what Rita added. MH in their explanation stated that the actual price of $5.75 being for Rewa full cream milk powder was not shown on the receipt. Instead the price of $3.95 which is the cost for Eta Spuds was reflected on the receipt as the price for the Rewa full cream milk powder. In other words, the machine failed to pick the actual price of the ‘Rewa full cream milk powder’ as $5.75 and it also failed to show the description of the item worth $3.95 which was supposed to be Eta Spuds. The receipt instead showed Rewa full cream milk priced at $3.95 while the Eta spuds was missing and it also did not reflect the $0.02 discount provided on Peanut Ruffs. The receipt machine had a misprint error. From a consumer perspective such errors are unacceptable, as consumers need to be fully informed and aware of what they have been charged for. MH has been warned to ensure that such errors are not repeated. The matter was also reported to the enforcement authorities for further investigations.

Rita had purchased groceries from MH in flat- staff. On her way home she decided to tally the items on the receipt with the corresponding prices. To her astonishment, the total amount calculated by Rita was $91.62 whereas the cash receipt total was $94.03.

The Council liaised with MH regarding the difference in the total amount being reflected on the receipt compared to what Rita added. MH in their explanation stated that the actual price of $5.75 being for Rewa full cream milk powder was not shown on the receipt. Instead the price of $3.95 which is the cost for Eta Spuds was reflected on the receipt as the price for the Rewa full cream milk powder. In other words, the machine failed to pick the actual price of the ‘Rewa full cream milk powder’ as $5.75 and it also failed to show the description of the item worth $3.95 which was supposed to be Eta Spuds. The receipt instead showed Rewa full cream milk priced at $3.95 while the Eta spuds was missing and it also did not reflect the $0.02 discount provided on Peanut Ruffs. The receipt machine had a misprint error. From a consumer perspective such errors are unacceptable, as consumers need to be fully informed and aware of what they have been charged for. MH has been warned to ensure that such errors are not repeated. The matter was also reported to the enforcement authorities for further investigations.
Meli Chand from Tailevu had purchased Nandi Baking Powder 500g from J Santaram Store in Suva and took it home. The next morning when he used the item to bake cupcakes he realized that it did not raise the cupcakes, something it was expected to do being an agent which is used to make the dough rise when baking. After scrutinizing the label, he discovered that the actual expiry date of the product was July 2017 and this was replaced by a sticker which had the new expiry date of December 2017.

Feeling deceived, he raised his concerns with the Council which immediately notified the Food Unit officers at Ministry of Health and Medical Services who conducted their investigations against the trader. Their findings revealed that the product was no longer available for sale on the supermarket shelves, however, the store does import and sell the item in their stores. The Ministry has also taken legal action against J Santaram Stores.

Consumers are advised to be vigilant when purchasing products and check the expiry dates thoroughly. Particular attention should be paid to items which are heavily discounted as it has been noted that products near expiry dates, tend to be put on “sale” at a low cost.

During his visit to New Zealand, Alipate decided to purchase a 50" JVC Flat screen TV and bring it over to Fiji with him via Fiji Airways as a surprise gift for his children. Alipate took all necessary steps to ensure the item was packed properly and marked ‘Fragile’ in order to avoid any travel damage.

On arrival at the Nadi Airport when Alipate went to collect his luggage and TV, he was shocked to see his TV damaged. Disheartened with the service, he raised his concerns with Fiji Airways and followed the procedure of registering a formal complaint anticipating a favorable outcome.

Unfortunately, Alipate’s woes did not end there as four months lapsed and Fiji Airways failed to facilitate him with a response. Simply frustrated with the delay he sought the Council’s assistance.

The Council liaised with Fiji Airways after which two options were offered to Alipate –to either travel at a discounted price to a destination of his choice or get a monetary compensation of $NZ 699.98 which is approximately $FJ1004. Alipate opted for the monetary compensation which was later deposited into his bank account.

Consumers are advised to not fully rely on airline services regarding the safe handling of their baggage, they need to always inspect their items on arrival to ensure that it is free of damages.

Sun outages is a daily cause of concern for pay TV customers of Sky Pacific as nearly every day the channels, particularly Sony channel tends to be affected by it.

It has become a concern for the Council, as complaints are received that the sun outage disrupts only Sony channel and not the other channels. Disruption of the channel include sparkles on the screen and also customers experiencing blocks or freeze frames in the picture. Consumers also notice low picture or sound quality or screens becoming static and even blank.

A sun outage is an interruption in satellite signals caused by interference from solar radiation. The interference is caused when the sun is in direct line with a communication satellite and the sun’s radiation overwhelms the satellite signal. Interruption in TV service due to sun outages can last up to several minutes a day. During this time, one may experience interference with picture quality and sound when watching television.

Sun outages do not affect internet or phone service.

While sun outages can be annoying, they are normally short lived and they are totally predictable.

Digicel claims sun outages are experienced twice a year. The expected time frame when this normally occurs is for a period of approximately 3 weeks to a month. Digicel further claims that the sun outage does not take down the whole 26 channels for the duration. It depends on the satellite feed from the provider. The Council fails to understand why only Sony channel and not the other channels are affected. Explanations given by Digicel to the Council on the issue were not satisfactory.

Consumers pay money for the service but in return get poor to no coverage. In addition, some consumers have to face unsatisfactory customer services. It’s high time that Sky Pacific reviews its technical issues and ensures that customers receive their money’s worth.
HIGH MARK UP ON PRESCRIPTION DRUGS

In June 2017, Ravin Prasad an elderly pensioner purchased Avastin, a drug used for treatment of eye related diseases from Superdrug pharmacy in Suva. The medication which comes at a whopping cost of $225.00 is retailed exclusively by this pharmacy. Due to storage issues of the particular medication, Ravin left it at the pharmacy to be picked up a week later on his next clinic date.

Unfortunately, Ravin’s clinic date got shifted to a later date. Given that he resides in Naomi, he claims that he called the pharmacy to inform them of the change in date. Nevertheless, on his next clinic date which was almost after 2 months, the doctor informed Ravin that he would be given laser treatment and no longer required the Avastin drug. Ravin got the same in writing from the doctor in order to get refund from the pharmacy as the medication was unused.

However, at the pharmacy he was informed that the medication had expired as it came with a short-term expiry. The pharmacy denied any redress and was quick to claim that the medication was expired and it was the complainant’s responsibility to pick it up. This was a waste of $225 for Ravin.

The Council appallingly notes the irresponsibility exercised by the pharmacy as they failed to inform or update the consumer that the medication he had paid for was nearing expiry.

For more than 50 days, the medication was in the pharmacy’s custody yet they outright denied any responsibility towards it.

The Council notes with disappointment that the Pharmacy being the sole retailer of that particular medication could have avoided this through better communication or simply not taking responsibility for storage.

Alternatively, consumers are advised to keep track of their clinic dates, unforeseen changes in the date and not to engage in purchase of medications in advance as some medications with high costs attached come with short term expiry dates.

PHARMACIES TO EXERCISE RESPONSIBILITY

In today’s day and age some consumers still rely on herbal medicines and specialists to cure diseases. While the Council understands that herbal medicines have an important place in our culture, it is imperative that consumers understand that when suffering from an illness, it is best to seek advice from licensed medical practitioners and opt for medicines prescribed by them. This is simply because the Medicinal Products Act 2011 does not recognize herbal/traditional medicines as medicinal product.

Earlier this year the Council’s west office received a complaint about a man, who was not a certified and registered doctor, claiming to be an Ayurvedic “Doctor”. He was also prescribing homemade medicine by using pharmaceutical brand names with one such product being “New Mylanta”.

Based on the complaint, the Council conducted a meeting with the individual and warned him that using the title ‘Doctor’ without being registered as a medical practitioner was contrary to Section 89 (1) and 91(1) & (2) of the Medical and Dental Practitioners Act 2010 which stipulated that any person who holds himself or herself out as a registered person, or permits another person to hold him or her out as such, when not registered on the appropriate register, commits an offence.

The only people recognized under the Act to provide health services other than registered doctors and dentists include qualified physiotherapists, psychologists, podiatrists, occupational therapists, acupuncturists, chiropactors, chiroprpodists or osteopathy service providers. As such, any person who is not registered as either of these should not be making unsubstantiated claims to possess healing qualities.

In addition, consumers should know that any product that claims to have therapeutic effects such as being able to treat, cure or alleviate illnesses and medical conditions must be approved by the Fiji Medicinal Products Board under the Act.

The Board is the only legal entity authorised to register the use of such products as a medicine.

Correspondence with Fiji Pharmaceutical and Biomedical Services (FPBS) on whether the herbal medicines being sold to consumers are certified or licensed by them confirms that herbal medicine is not regulated in Fiji. Hence, consumers who engage in the purchase of herbal medicine do so at their own risk as FPBS does not license those medicinal items.

While herbal medicine specialists may advertise their products, they however, cannot make false or unsubstantiated claims. This is an offence. In the case above, the herbal medicine man was making unsubstantiated claims.

Consumers must demand all the necessary information on products consumed or used on their bodies. This is their right. Do not be fooled by the witty phrases, pictures or stories of healing. Miracles do happen, but why not be responsible as you await a miracle!
In August, consumers were unnecessarily burdened with the introduction of the $2 car park fees by Damodar City. Consumers were only allowed 30 minutes free parking thereafter they would be charged $2 for every four hours.

According to the company, the car park fees were introduced to solve car park congestion at Damodar City. However, given that it is an entertainment and shopping complex it has to provide parking space as part of customer services.

The Council found 30 minutes unreasonable to complete basic shopping at the supermarket or to simply choose and compare prices of the items consumers wished to purchase.

The Council had called for the free parking period to be extended to at least one hour and the charges to be applicable thereafter. Although one hour of free parking was still insufficient it was a better option than 30 minutes.

Based on consumer grievances regarding the short time frame for free parking, the Damodar City management later made the decision to allow free parking for one hour. This came into effect from October 1, 2017.

The Council was pleased to note that the management took into account consumer grievances. The previous 30 minutes free parking had resulted in consumers paying $2 even if they were late by a few minutes because of long queues at the supermarket and the vehicle queues when exiting the car park.

The new one hour free parking will benefit consumers, as this will allow them sufficient time to make quick purchases and also free up car park spaces for other consumers.

With this announcement, Damodar City management demonstrates that it is a customer centric organisation.

The Council under its Community Consumer Advisory Group (CCAG) initiative inducted seven members in July, 2017. The members were representatives from Savusavu, Taveuni, Levuka, Rakiraki, Lautoka, Labasa and Nasinu.

CCAG which was initially launched in 2014 with the support of the European Union, has a voluntary membership and represents the rural, remote areas of the country and acts as the Council’s eyes, ears and voice on the ground to empower and protect consumers, especially the disadvantaged and marginalised.

The CCAG members have willingly come forward to help ordinary consumers in their respective communities by informing them about their rights and responsibilities and protecting them from unfair trading practices.

The induction and training workshop was aimed at introducing the new CCAG members to the Council’s key activities which included complaints handling, research and education and awareness raising programmes.

The Council is hopeful that with the CCAG members on the ground, consumers living in isolated areas will get some relief and will be able to collectively voice their concerns to get value for money.
The second half of the year was equally challenging for the Alternative Dispute Resolution Division as unsatisfied and aggrieved consumers continued to bring their complaints to the Council.

Recruiting issues such as landlord and tenancy, mobile products, electronic goods (home), food and drinks, hardware, construction services, insurance, internet services, motor vehicle (second hand) and banking services were the top 10 complaints in the last 11 months.

A total of 1464 complaint with a monetary value of $5,121,012.71 were registered between 1 January 2017 and 30 November 2017. The Council resolved 1157 cases through effective mediation putting $3,887,668.00 back into consumer pockets.

A total of 49 complaints were referred to the Small Claims Tribunal while 44 were referred to other authorities. 299 complex cases are pending which the Council is devoted to resolving in a reasonable and effective manner to the satisfaction of both parties involved. 15 weak cases were recorded by the Council where complainants failed to provide evidence to substantiate their claims after lodging their concerns.

In terms of the highest number of cases recorded, landlord and tenancy topped the list with 136 complaints. This is a recurring complaint to the Council every year with common issues including failure to refund bond money, non-issuance of receipts by landlords and non-compliance with the 30-days written eviction notice period. The Council was further made aware of some landlords increasing the rent despite the residential Rent Freeze Order in place and the poor state of the rental premises. The Council through mediation with both parties managed to assist the tenants where congenial resolutions were attained.

Issues relating to mobile products secured second spot on the list with 128 complainants with the nature of issues including inferior and counterfeit products being sold to unsuspecting consumers. Most consumers realized that the handset was not genuine when they were unable to download applications. Some unscrupulous traders failed to honour the warranties which consumers were entitled to which was frustrating for the consumer. The time taken for repairing mobile products was also raised with the Council.

Complaints related to electronic goods (Home) ranked third on our list with 128 cases. The Council stepped in to assist consumers who were sold faulty products. The products which consumers paid substantial amounts of money for turned out to be defective and of inferior quality. To make matters worse, in a handful of cases, consumers were made to wait for prolonged periods to get the faulty products repaired. Additionally, terms and conditions and the warranty period not being properly explained to consumers was also a cause for concern which created confusion and led to disputes.

Food and drinks remained at fourth position on our list with 71 complaints recorded. Consumers were exposed to unhealthy and unsafe food products by some traders and restaurateurs which sold mouldy bread, old flour packs infested with weevils and maggots and meals served to consumers with dead insects and human hair in them. The Council continues to alert the relevant enforcement agencies to take legal action against repeat offenders who jeopardize consumer safety for their extra profit.

Complaints related to hardware was fifth on the list with 58 complaints which included traders failing to supply building materials despite payments being made and supply of shoddy materials to consumers. The Council further assisted consumers by asking the Ministry of Forestry for access to reports in order to determine the quality of materials that were supplied to the consumers.

Alternatively, 44 complaints were logged against construction services which was at number six on the list. Consumers were aggrieved by the shoddy work carried out by construction companies and works being abandoned midway. Consumers who invested thousands of dollars on property construction were unnecessarily hassled by the behavior of some companies.

Also with 41 complaints, consumers came forward with their concerns regarding insurance services. The nature of issues included non-payment of insurance policy amounts to the beneficiaries, clarification on the amount for deduction of loan payments upon policy maturity and non-issuance of statements which resulted in deductions being stopped.

A new inclusion to the top ten lists was internet services at number eight with a total of 41 complaints. Consumers raised concerns regarding the slow internet services, being overcharged on the usage and wrong billings received.

Issues pertaining to motor vehicles (second-hand) was ninth on the list with 37 complaints. In most cases consumers were either sold defective motor vehicles or traders failed to honour the warranty on vehicle parts.

Another new inclusion to the top 10 lists, at number 10, was complaints regarding banking services with 36 complaints. The consumers turned to the Council for assistance regarding incorrect fees being charged by banks.

Overall, it had been a busy period for the Council as consumers relentlessly relied on the Council to assist them with their issues and seek favorable outcomes.

**EXERCISE YOUR RESPONSIBILITY BY MAKING YOUR VOICE COUNT**

The Consumer Council of Fiji has been the focal point for mediation and resolution of consumer complaints. In 2017, the Council received a total of 1464 complaints. Of these complaints, 1157 cases were resolved through mediation, while 49 were referred to the Small Claims Tribunal. A further 44 cases were referred to Other Authorities.

**ADRs COMPLAINTS STATISTICS 1 JANUARY - 30 NOVEMBER 2017**

<table>
<thead>
<tr>
<th>Types of Complaints</th>
<th>Total</th>
<th>Registered cases</th>
<th>Resolved cases through mediation</th>
<th>Cases referred to Other Authorities</th>
<th>Cases Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landlord/Tenant</td>
<td>136</td>
<td>136</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Products</td>
<td>128</td>
<td>128</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Good (Home)</td>
<td>128</td>
<td>128</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food &amp; Drinks</td>
<td>71</td>
<td>71</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardware</td>
<td>58</td>
<td>58</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Services</td>
<td>44</td>
<td>44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>41</td>
<td>41</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internet Services</td>
<td>41</td>
<td>41</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor Vehicles (Second hand)</td>
<td>37</td>
<td>37</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banks</td>
<td>36</td>
<td>36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>720</td>
<td>1464</td>
<td></td>
<td></td>
<td>299</td>
</tr>
</tbody>
</table>

**Monetary Value of Complaints: 1 January - 30 November 2017**

- Complaints: $5,121,012.71
- Registered cases: $5,121,012.71
- Resolved cases through mediation: $3,887,668.00
- Cases referred to Small Claims Tribunal: $99,428.33
Many consumers continue to take advantage of the Council’s free debt management and consumer credit advice facility. The Council assists consumers who come forward to seek advice on how to manage their debts better, as well as consumers who face genuine financial hardship in the restructuring of their accounts.

Deciding on any life policy plans can be an overwhelming task especially when insurance agents are manipulative and swiftly talk you into taking up a plan in the absence of a mandatory pre-disclosure statement.

The monetary benefits attached to the plans upon maturity, and guarantee provided that the policy could be held as collateral for any loan is hard to resist for many. Therefore, most consumers hastily sign off on policy documents. In their excitement to undertake an insurance plan, many fail to thoroughly read their policy document or seek clarification on clauses which may seem questionable.

Once the agreement is drawn, the premium deductions are decided and within the next pay period payment starts with a change in take home pay for the consumer. Most consumers get a shock when they notice their pay deducted immediately the week after taking up the policy despite requesting the agent for a later commencement date. With all other commitments and unforeseen events, consumers then start to regret their decision in rushing into taking up an insurance policy.

To add to their difficulties, when they resort to the financial institution(s) for their life policies to be held as collateral, most consumers are denied the assistance with the financial institutions claiming that their respective policies do not have the merit to be held as a collateral. Financial distress immediately kicks in for the consumers who then realize that they decided too soon without much thought processing.

Applying for premium refunds at the earlier stage is also not an option for such consumers as according to Section 136 (1) of the Insurance Act 1998 the policy has to be in force for at least three years before it can be surrendered. Therefore, consumers are trapped in financial distress for a few years before they can be free. Moreover, once they decide to do away with the policy, they will NOT get the full premium refund but a certain percentage of the total premiums paid in the course of three years.

The Council has repeatedly called on consumers to tread with caution when dealing with insurance agents. This is particularly due to the outdated laws in place to protect the interest of consumers. If consumers do not carefully read and understand their policy terms and conditions, they are likely to be swindled into signing something which may not bear the expected outcome.

Consumers should take advantage of the Council’s debt management and consumer credit advisory services to seek clarification in financial cases they are unsure of before entering into an agreement. This includes insurance policies where they are required to pay set premiums.

Avi, along with five of his work colleagues employed with the Municipal Council, decided to invest into life policies with BSP Life. Attracted to the lucrative features of the policy explained by the insurance agent during his presentation at their office, they quickly arranged for premium deductions with their payroll officer and commenced payments. The appealing features of the policy, particularly it being used as ‘collateral’ against vehicle and property loans, convinced them to take up the life policies.

In addition, they were advised that the policy warranted a pay-out to them after five years of premium payments. When the policy documents were ready to be delivered, the insurance agent rushed the group into signing for delivery and quickly left claiming he had a busy schedule and was attending to other meetings.

The group, without perusal of the policy document, happily received their policies and continued their premium payments in good faith to BSP Life through automatic deductions from their payroll. After 18 months of repayment, two of Avi’s workmates decided to seek financial assistance to take a loan to buy a motor vehicle from the bank with the intention of using their policy as ‘collateral’.

Surprisingly, their application to the bank was rejected with the bank informing them that the policy could not be held as ‘collateral’ due to its features. To add to their disappointment, they established that their policies had maturity dates until 2085, that is when they turn 100 years old. This was a complete swindle by the insurance agent as he had misinformed and misled the group into purchasing their life policies with the bank.

The group wrote to the Council and officially lodged their complaint against the agent and the insurance provider for the services offered. The Council quickly set up meetings with them to collect further information before presenting the case to BSP Life. Upon the Council’s intervention, BSP Life acknowledged their violation of Section 128 of the Insurance Act (1998) where proposal and policy documents were not to be misleading and confirmed full premium refunds to each insured person.

Solution
BSP Life gathered all account details of each complainant and deposited their refunds totalling $7,919.27.
The two new initiatives of the Government, Environment and Climate Adaptation Levy (ECAL) and the E-Transport system, kept the Council’s National Consumer Helpline busy with consumer queries over the past months. Consumers resorted to the toll-free number 155 to seek clarification, advice and even raise their concerns on matters including traders charging the $0.10 per plastic bag levy without having provisions to reflect the charge on the receipts, and the e-ticketing machines not working in some buses. In many cases, traders and service providers were practising against the new legislations.

The Helpline received a total of 7665 calls from 1 January until 30 November, 2017 from consumers throughout Fiji. Necessary advice and assistance were provided to all the legitimate cases noted. A total of 3422 genuine calls were recorded in the database over the past 11 months. 874 advises were given to consumers via the Helpline. 374 cases were classified as weak due to consumers’ inability to provide the Council with relevant documentation which could assist in pursuing their complaints. A further 28 cases were deemed incomplete calls as consumers failed to show up with documentation relating to their complaint. 645 calls were made by complainants to follow up on their logged complaints while the remaining 1501 cases were registered by the Council for further investigation and redress. From the 1501 registered cases, the Council managed to solve 1299 complaints while 115 cases were referred to other regulatory authorities. 87 complaints are still pending due to delay in response from the respondents or delay from the complainants in facilitating more information with regards to the respective complaints.

The above graph illustrates the number of calls recorded in the database over the past 11 months. The top recurring complaints include Food and drinks ranked number one in the top 10 recurring complaints to the Helpline with 462 complaints. Damaged canned products displayed for sale, high prices charged on regulated food items and sale of expired products were some of the common issues consumers had to deal with. The Council has been continually making trader visits particularly to small and medium businesses and advising them about the regulated price items. Traders who continued to breach the Fiji Commerce Commission Act 2010 were referred to the Fijian Competition and Consumer Commission (FCCC) for further action.

Second on the list was landlord and tenancy issues with 331 complaints whereby consumers were subject to unfair treatment by landlords and forcefully evicted.

Issues pertaining to non-food items ranked third on the list with 251 complaints. This was mainly due to the newly implemented $0.10 per plastic bag levy and the mandatory e-ticketing system. Whilst the queries regarding plastic bag levy were referred to the Fiji Revenue and Customs Services (FRCS) the consumers were advised to call the toll free number 151 for their grievances regarding e-ticketing.

238 complaints regarding non-consumer issues took fourth spot while complaints regarding electronic goods (home) came on fifth spot with 141 complaints. Consumers were troubled with defective electronic items and further burdened with prolonged repair periods.

Hardware shopping remained a cause of concern for consumers as 140 complaints were recorded. Also, consumers were inconvenienced with usage of public transportation as 136 complaints were received against public transport services.

Number eight on the list was complaints related to fuel and gas with 91 complaints. Consumers had to deal with issues pertaining to fuel and gas with 91 complaints related to fuel and gas. Consumer Commission (FCCC) for further investigation.

The Council managed to solve 1299 complaints while 115 cases were referred to other regulatory authorities. 87 complaints are still pending due to delay in response from the respondents or delay from the complainants in facilitating more information with regards to the respective complaints.

### Summary of Consumer Complaints from 1 January - 30 November 2017

<table>
<thead>
<tr>
<th>National Consumer Helpline Statistics</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of total calls received</td>
<td>7665</td>
</tr>
<tr>
<td>Number of genuine calls received</td>
<td>3422</td>
</tr>
<tr>
<td>Follow up calls</td>
<td>645</td>
</tr>
<tr>
<td>Number of Calls Registered on Database</td>
<td>2777</td>
</tr>
<tr>
<td>Total Number of received and registered complaints</td>
<td>1501</td>
</tr>
<tr>
<td>Complaints resolved</td>
<td>1299</td>
</tr>
<tr>
<td>Cases Referred to other authorities</td>
<td>115</td>
</tr>
<tr>
<td>Advise</td>
<td>874</td>
</tr>
<tr>
<td>Weak cases</td>
<td>374</td>
</tr>
<tr>
<td>Total number of incomplete complaints (Council awaits documentation)</td>
<td>28</td>
</tr>
<tr>
<td>Pending Cases</td>
<td>87</td>
</tr>
</tbody>
</table>

![Graph showing the number of calls recorded in the database over the past 11 months. The top recurring complaints include Food and drinks ranked number one in the top 10 recurring complaints to the Helpline with 462 complaints. Damaged canned products displayed for sale, high prices charged on regulated food items and sale of expired products were some of the common issues consumers had to deal with.](image)

### Top 10 Recurring Complaints from 1 January – 30 November, 2017

<table>
<thead>
<tr>
<th>No.</th>
<th>Issues</th>
<th>No. of cases registered</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Food &amp; Drinks</td>
<td>462</td>
<td>23.5%</td>
</tr>
<tr>
<td>2</td>
<td>Landlord / Tenant</td>
<td>331</td>
<td>16.8%</td>
</tr>
<tr>
<td>3</td>
<td>Non-food items</td>
<td>251</td>
<td>12.8%</td>
</tr>
<tr>
<td>4</td>
<td>Non-Consumer Issue</td>
<td>238</td>
<td>12.1%</td>
</tr>
<tr>
<td>5</td>
<td>Electronic Goods (Home)</td>
<td>141</td>
<td>7.2%</td>
</tr>
<tr>
<td>6</td>
<td>Hardware</td>
<td>140</td>
<td>7.1%</td>
</tr>
<tr>
<td>7</td>
<td>Public Transport</td>
<td>136</td>
<td>6.9%</td>
</tr>
<tr>
<td>8</td>
<td>Fuel / Gas</td>
<td>91</td>
<td>4.6%</td>
</tr>
<tr>
<td>9</td>
<td>Other services</td>
<td>91</td>
<td>4.6%</td>
</tr>
<tr>
<td>10</td>
<td>Advertisements and Promotions</td>
<td>84</td>
<td>4.3%</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>1965</td>
<td>100%</td>
</tr>
</tbody>
</table>
Buying a piece of land

In January 2017, Petero who had long wished to build his own house, paid Tomasi a deposit of $15,000 for a quarter acre freehold land in Lautoka. Tomasi had informed Petero via email that the land would be subdivided four months after signing the agreement. However, he failed to get the land subdivided within the stipulated time frame.

Petero later established from outside sources that the land could not in fact be subdivided. Worried about the high deposit already paid, Petero started making calls to Tomasi seeking an update on the status of the land sub-division. Unfortunately, numerous calls made to Tomasi remained unanswered. It seemed like he was avoiding Petero’s call.

Frustrated with the turn of events, Petero lodged his complaint with the Council in August 2017. The Council contacted Tomasi who informed the Council that it had taken longer than expected to get the application for the land sub-division to be processed by the relevant authorities.

However, Petero was no longer interested in purchasing the land due to the false promises made by Tomasi and his lack of response which had caused him much stress and depression. He demanded a full refund of $15,000.00. The Council contacted Tomasi for a refund which was facilitated.

Non-delivery of goods

In February 2017, Tevita purchased pine poles worth $676.10 from Vinod Patel hardware store. Weeks passed and the materials were still not delivered to Tevita. Despite follow up with the staff of Vinod Patel, no favourable outcome was received.

Frustrated with the unreliable services, he lodged his complaint with the Council. The Council arranged for a meeting with the trader and made several follow up after which Vinod Patel agreed to deliver the pine poles to Tevita. He received them in July.

Unmerchantable clothing

Shaina had purchased a salwar kameez from Shiriji Clothing for Diwali. After wearing the kameez on Diwali night, Shaina decided to wash her outfit the following day. Unfortunately, the embroidery works on the Kameez fell off after washing. She notified the trader about this and was denied any redress. She then sought assistance from the Council. Following the Council’s intervention and negotiation the trader agreed to provide redress to Shaina. She was given a replacement salwar kameez of her choice.

Shoddy mechanical works

Ramesh paid the sum of $1,095 to a private mechanic to conduct mechanical work and painting on his vintage motor vehicle. While the mechanical works on the vehicle were adequate, the paint work was terrible and resulted in bubbles forming on the vehicle. Ramesh sought the Council’s intervention for redress as he had paid a substantial amount of money for the mechanical and paint job. The Council liaised with the private mechanic after which he redid the paint work.

Redeeming the “Free Coke Zero “coupons

Epeli was disappointed to note that some of the “Coke Promotion” participating outlets did not allow consumers to redeem the ‘Free Coke Zero’ coupons. He faced this problem with Kay’s Corner store at Dolphins Plaza and Total Service Station located at Waila, Nausori which both refused to take the coupon.

He raised the matter with the Council seeking clarification on why these outlets were not allowing consumers the ease of redeeming their prize. The Council corresponded with Coca-Cola Amatil Fiji Ltd (CCAL) which confirmed that the two stores were on their list of agents for redeeming of prizes. They further assured the Council that they would liaise with their agents to ensure they have sufficient redeeming stocks in their stores.

As a redress for the inconvenience, CCAL gave Epeli six cans of Coca-Cola which were delivered to his home.

Value City does it right

Shamal visited Value City outlet in Suva town and was interested in the four-stand speakers which were marked on sale. The price read “four pieces at $10.00”. As it seemed like a cheap and good deal, Shamal immediately got the speakers tested and took it to the counter to make payment. However, at the checkout counter he was told by the cashier that the speakers were ‘$10.00 each’ and not ‘four pieces at $10.00’.

This explanation frustrated Shamal as the advertised price is clearly stated that he could get four pieces for $10.00. He lodged his complaint with the Council. The Council raised the concern with the Director of Value City who accepted that it was a genuine mistake by their pricing staff as the four speakers were to be sold at $10.00 each and not $10.00 for four speakers.

However, to address the issue, they sold Shamal all four speakers for $10.00.

‘Customer Care’ is a buzz phrase in the business world and it is widely known that the level of customer service a company provides can make all the difference in customer satisfaction.

Once you make customers feel truly special, you have built customer loyalty for life - they will keep coming back to you.

We urge businesses to make customer care the norm and we encourage consumers to appreciate such good businesses that have shown respect and care to consumers.
THUMBS DOWN

It is unfortunate that some businesses/traders do not believe in ‘Customer Care’ or show no importance to their customers; they forget that they owe a duty of care to those giving them business.

Business ethics, fair practice, responsibility and honesty should be the buzz words for all traders.

At the end of the day, all consumers deserve a fair deal in exchange for their hard earned cash and if that is not given to them, consumers have all the right to seek redress.

### Goods not fit for purpose

Daniel had purchased a distributor and cab (vehicle parts) worth $400 from Northern Tyres and Motor Spares Ltd on January 28, 2017. He was only able to use the distributor and cab for a month before it stopped working. He highlighted the issue to the trader who at that point in time assured him that redress would be provided. However, weeks went by and nothing materialised.

The Consumer Council intervened and liaised with the trader who was unwilling to provide any redress. The only option they put forth was that they would try and sell the distributor and cab and whatever sum that would be received from the sale of the items would be given as redress. No time frame or assurance was given by the trader. Daniel was not satisfied with their solution, hence the case was referred to the Fijian Competition and Consumer Commission for further action.

### Goods fail to reach outer island

Emily purchased a 1x200 litres premix from Supreme Fuel which was to be delivered to Kadavu via Goundar Shipping. Supreme Fuel was advised that the premix would be going to the outer island. However, the premix failed to reach its destination and a frustrated Emily resorted to the Council for assistance.

Based on the Council’s intervention, Goundar Shipping advised that the bill of lading was not provided by Supreme Fuel while according to Supreme Fuel the item was delivered to Goundar Shipping and a crew member had signed and received it. With the contradicting statements, the Council held a mediation which also proved unsuccessful as Goundar Shipping and Supreme Fuel failed to come to a consensus regarding who had made the mistake. The matter was referred to the Small Claims Tribunal.

### Delayed construction works

Naresh paid AJ Construction $15,000 to do site mobilization, excavation and fill footing. The work started on April 5, 2017 and was to be completed in 10 weeks. However, the company failed to complete the work within the stipulated time frame thus Naresh terminated the building agreement and requested a refund.

He further went ahead to engage an independent contractor to assess the work carried out by the construction company. Naresh was shocked to discover that they had only completed work valued at $5000.

Tired of following up with the company for a refund, Naresh highlighted the matter to the Council.

The Council scheduled a mediation which was attended by both parties. During the mediation Naresh requested for more time to collate his receipts and documents, hence an alternative date was set.

However, the respondent failed to show up for the second mediation and failed to respond to calls made by the Council. Ultimately, the matter was referred to the Small Claims Tribunal for arbitration.

### Cockroach leg found in food

After a hard day’s work, Tina decided to buy a takeaway meal worth $24.50 from Farmer’s Fish & Chips in Nausori. When she opened the meal to enjoy with her family at home, she discovered a cockroach leg in it. She immediately went down to Farmers Fish & Chips outlet with the meal to inform them of the incident.

Unfortunately, the restaurant was least bothered with her concern. Instead, they accused her of placing the cockroach leg in the food as the management was confident that they provided their customers with hygienically prepared meals.

The matter was brought to the Council’s attention, following which the Municipal Council Health Department was notified to conduct inspections. The Council sought a refund for Tina but Farmers Fish & Chips refused to provide any redress.

The matter was referred to the Small Claims Tribunal.

### Landlord and tenancy woes

Suliana was a tenant of Sada Nand (landlord) for a month and upon vacating the flat she was not provided with a refund of her bond.

No proper explanation was given for withholding the bond so she sought assistance from the Council.

The Council conducted a mediation during which the landlord provided the Council with pictures of the damages done to the flat which was occupied by Suliana.

Based on the damages he denied refund of the bond. Suliana was advised to pursue the matter with Small Claims Tribunal.
The Consumer Council of Fiji came across a paid public notice by ANZ bank published in the local dailies which was misleading. ANZ made changes to their lending, credit card and customer banking services fees and charges, however it failed to disclose a true picture of the changes.

The public notice which was published in the local newspapers on September 14, 2017 stipulated that the changes would come into effect from October 13, 2017 but the published information was incomplete with misleading facts which was likely to create a lot of confusion and misunderstanding among consumers about ANZ loan packages and services.

As per the public notice, under the Microfinance Loans and Administration Charge, the ANZ bank had stated “We’ve included this existing fee which remains $5 per month”. However, according to the bank’s 2016 disclosures, such a fee was non-existent. Hence, consumers were clearly being misled.

Further, the notice stipulated that the loan administration fee for Microfinance Loans was an existing fee whereas in fact, the 2016 Microfinance Loans did not carry any such fee which meant it was a new fee.

It was also noted that ANZ failed to inform its customers that the third tier ($1501 - $2000) under the Microfinance Loans had been removed. This simply meant microfinance entrepreneurs could only borrow up to $1000 from ANZ.

“Such incomplete, unclear and incorrect information are deemed inappropriate for a public notice. How can the bank expect consumers to make informed decisions when they cannot get their disclosures correct?”

So, the limit of borrowing is reduced from $2000 to $1000 with a monthly administration charge of $5 considering the emphasis placed by the Government to expand the micro-finance sector.

As the microfinance sector is expanding, it should not be seen as an opportunity to take advantage of and charge loan administration fees to consumers with low income and small businesses. This imposition is unfair given that their income may be irregular.

In addition, the notice stated that the tiers and the associated monthly charges had been updated. However, it did not divulge any further details of the change mentioned in the notice.

Also, this charge was only applicable to ANZ Business Term loans and not to other loans.

Last but not the least, the internet banking internal transfer fee had been increased from $0.30 to $0.40, however, the public notice stated “we have corrected the value of this fee which is charged at $0.40 per transfer”.

Such incomplete, unclear and incorrect information are deemed inappropriate for a public notice. How can the bank expect consumers to make informed decisions when they cannot get their disclosures correct?

The sole purpose of a public notice is to fully inform customers on changes in fees and charges. However, it is evident from the Council’s analysis that the intention of the public notice put out by ANZ was just to meet the regulatory requirement by the Reserve Bank of Fiji (RBF) without giving due consideration to the consumers and the importance of such information in decision making.

The Council wrote to the regulatory agency, RBF, regarding the matter and requested their intervention to have ANZ publish another public notice with full disclosure of the changes so that the bank does not mislead and misinform consumers.
VITAMIN GUMMIES
FOR CLAIMING VITAMIN LOLLIES ARE GOOD FOR KIDS' TEETH

Some people can benefit from vitamin supplements, for example pregnant women, people on restrictive diets (such as those with allergies) and the elderly. However, children typically don’t fall into these categories. And for people who do need supplements, you don’t have to be a health nut to realise that delivering vita

products but the best known are from Bioglan and Nature’s Way. Featured on TV, Nature’s Way uses colourful cartoon characters to shout the health benefits of sugar-coated gummies to children. Bioglan typically uses animated characters like Disney princesses for girls or Spiderman for boys.

Several vitamin gummy products claim to be good for teeth. But despite any calcium (or any other vitamins) they may contain, getting sticky, sugary gum lodged in your mouth is, in fact, bad for teeth and could cause or contrib

ute to tooth decay. Vitamin gummy manufacturers typically don’t even put the sugar content on the label, mak

ing it much harder for people to know just how much sugar they’re consuming.

We’re not saying that children shouldn’t enjoy lollies as a treat from time to time, but it’s an

other thing to claim that those lollies are also good for teeth and health in general. It’s like

selling a cure with the disease except, since vitamin products have little to no benefit for children with healthy diets, we can’t really call it a cure either.


CONSUMERS INTERNATIONAL WELCOMES MCDONALD’S IMPROVEMENT IN GLOBAL POLICY ON ANTIBIOTICS

HONDA, TOYOTA, LEXUS, BMW AND MAZDA
FOR REPEATEDLY FAILING TO DISCLOSE A SAFETY DEVICE THAT CAN ACTUALLY KILL YOU

The recall of Takata airbags affects 100 million vehicles, and has resulted in more than 180 injuries and at least 18 deaths worldwide. The 2.35 million cars affected in Australia span 70 models that are sold by 14 manufacturers.

There isn’t a part of this recall that doesn’t leave us concerned, but the dubious honour of a Shonky specifically goes to five car mak

ers because they failed to be upfront with their customers about the dangers.

Honda, Toyota, Lexus, BMW and Mazda didn’t tell drivers they’d been provided with a tem

porary fix, and failed to let a number of them know they were driving around with lethal ‘al

pha’ inflators. Where other car makers, such as Subaru and Nissan, did either one or the other, these five car makers are guilty of both.

A parts shortage has led to car makers replac

ing defective airbags with identical models that will also need to be recalled in the near future. But the car makers – including Honda, Toyota, Lexus, BMW and Mazda, as well as Subaru – failed to tell customers they’d rec

ceived an airbag replacement that comes with the same design faults.

But perhaps the most concerning part of this recall has to do with ‘alpha’ inflators. These are early versions of Takata airbags that sustained numerous defects when manufactured. Takata airbags can rupture in approximately one in 400 cases, but alpha versions of the airbag can ins

pire in under 150.

The Australian arms of Honda, Toyota, Lexus, BMW and Mazda, as well as Nissan, hadn’t mentioned alpha inflators on company web

sites, dedicated recall sites or news sites.

We can think of a number of reasons why car mak

ers chose not to let customers know. Air

bags firing shrapnel at drivers can’t be good for the reputation. Then there’s the added cost of offering a loan car or a tow, just as Honda

is doing in the US. But the problem with this school of thinking is that none of these reasons put the safety of customers first.


SAMSUNG WASHER AND DRYER
FOR A $3000 WASTE OF TIME AND WATER

It’s time to air the dirty laundry on Samsung’s WD16J9845KG washer/dryer combo. It scored a zero for drying time in our test, and that’s only because we chose not to score it minus 35 – which is what it actually achieved. It also used a large amount of water and ended up with an overall score of 26%, the lowest of all the ma

chines we tested.

In our drying runs, the Samsung took more than 6.5 hours to complete a cycle and used 149 litres of fresh drinking water to remove three litres of water from our 3.5kg test load (the water-efficiency label states it will use a whopping 210 litres to dry a full load). In the

second test, plus it’s likely to cost an additional $400 per year to run (for washing and drying).

When just washing, it uses a relatively high volume of water (133L in our test), there’s no

encountered several other problems. Even

on restrictive diets (such as those with allergies)

in its beef supply is expected from McDonald’s

A timeline for reducing the use of antibiotics

- becoming a bigger killer than cancer is today. By 2050, drug-resistant infections are expected to cause 10 million deaths annually

ance. By 2050, drug-resistant infections are expected to cause 10 million deaths annually

ing for global food chains to get Antibiotics off

Organizations on August 17, McDonald’s stated

In a meeting with consumer and environmental

Russia and Europe. By January 2027 HPCIAs

will be eliminated from chicken for Australia, Russia and Europe. By January 2027 HPCIAs

will be prohibited in the production of chicken in all other McDonald’s markets around the world.

In a meeting with consumer and environmental organizations on August 17, McDonald’s stated that the changes made by 2018 will apply to 74 percent of its global chicken sales, followed by 80 percent in 2019. By 2027, 96 percent of the chicken sold by McDonald’s internationally will come from poultry suppliers that abide by this policy.

Chicken served in McDonald’s branches in the US and Canada is already produced without HPCIA’s, since the country operates a stricter policy in those countries, prohibiting all drugs from the full WHO list of important antibiotics.

Consumers International has been campaigning for global food chains to get Antibiotics off the Menu since 2015. Misuse of antibiotics in food animals is a major driver of drug resist

ance. By 2050, drug-resistant infections are expected to cause 10 million deaths annually - becoming a bigger killer than cancer is today.

Farm animals consume around two-thirds of the world’s antibiotics, with much of this added to feed or water to make animals grow faster or to counter unsanitary conditions in factory farming facilities.

On World Consumer Rights Day 2016 Con

sumers International and its members called on the world’s largest fast food companies to make global time bound commitments to stop serving meat from all animals routinely given antibiotics used in human medicine.

A timeline for reducing the use of antibiotics in its beef supply is expected from McDonald’s soon.


2017 SHONKY AWARDS BY CHOICE
AUSTRALIA

Some children with healthy diets, we can’t really call it a cure either.


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CONSUMER WATCH | DECEMBER 2017


Some people can benefit from vitamin suppl

ments, for example pregnant women, people on restrictive diets (such as those with allergies) and the elderly. However, children typically don’t fall into these categories. And for people who do need supplements, you don’t have to be a health nut to realise that delivering vita

mins via junk food is a terrible idea.

Yet this is exactly the premise behind vitamin gummies, the sticky, sugary lollies containing various supplements such as calcium and zinc. There are several brands of vitamin gummy
It is that time of the year when people spend lavishly on merry making and social functions. The shopping lists are longer than usual, cooking and baking increases and the tradition of exchanging Christmas presents intensifies. Overall, a consumer’s budget is stretched during the festive period. Unfortunately, the one thing consumers fail to acknowledge is that overspending will ultimately lead to unnecessary stress once the festivities are over. Hence, it is only wise for consumers to celebrate within their financial means and ensure they are financially stable at all times.

It is important that consumers pay attention to detail when purchasing items during the rush period. Consumers can be responsible this festive season simply by:

- Preparing a budget and sticking to it
- scrutinizing advertisement prices against what is actually charged
- engaging in comparative shopping
- retaining receipts of purchases to seek redress if the need arises
- checking shelf price against what is charged by the cashiers
- reading product labels when shopping – expiry date and manufacturer details
- buying quality goods at reasonable prices
- not overstocking on the pretext of ‘Sale’
- reading and understanding terms and conditions, including pre-disclosures, if purchasing items on credit
- thinking twice before taking up a loan to simply purchase luxury items which you can do without.

Alternatively, traders are reminded that whilst their revenues will increase significantly over the next few weeks, they should maintain an ethical conduct. Traders should eliminate deceptive actions such as misleading the public via false or bait advertising. Traders are reminded to:

- Provide information to customers upfront regarding products and services; hence minimizing chances of disputes or complaints at a later date
- Clearly disclose all costs associated with the product to the consumer. Don’t ‘advertise’ or tempt consumers with a VAT exclusive price
- Accept payment only if the business can provide the goods or services as promised. If not, this will amount to ‘bait advertising’, which is illegal.
- Ensure that all information contained in any advertisement, brochure or flyer is accurate and inclusive of the condition of the goods being advertised, i.e. whether they are new or second-hand
- Ensure that the terms and conditions of the goods or services are in written in simple English to be easily understood.
- Remove exclusionary notices such as ‘No Exchange’, ‘No Refund’ which restricts consumer redress options as this is contrary to the Fijian Competition and Consumer Commission Act 2010.