

## Consumers receive \$17.8 million in refunds/compensation



In the first half of the 2015/2016 Financial Year, the Consumer Affairs Commission (CAC) secured **\$17,849,449.78 million** in refunds/ compensation on behalf of aggrieved consumers.

During the period, the Commission handled **840** complaints, and also responded to **330** requests for

advice. The top three complaints categories during the six months were **Electrical Equipment and Appliances - 31.38%**; **Utilities - 14.89%** and **Other Services - 11.70%**. However, the categories that garnered the most refunds and compensation were **Automobiles** which totalled **\$12.37 million or 69.34%**; followed by **Other Services** (including finance, laundry, hair, medical, education) which amounted to **\$1.58 million or 8.91%**; and, finally **Utilities \$1.45 million or 8.16%**.

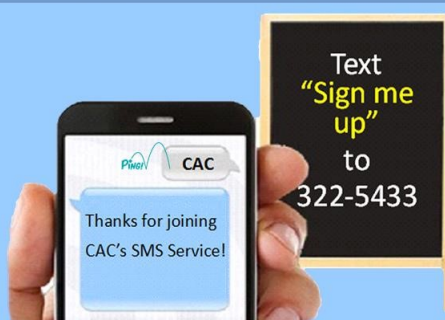
Chief Executive Officer, Mrs Dolsie Allen is encouraging consumers to be responsible and "do their homework" prior to making a purchase. This means shopping around at the various car marts to ascertain prices, the terms and conditions of the contract before making a purchase; and importantly, securing the services of a certified or experienced mechanic to examine vehicles and check for defects, or any other issues that may arise, before purchasing".

In addition, the CEO is advising consumers to secure funding for their motor vehicle purchase before making deposits, to guard against losing their monies. She is also encouraging consumers to act quickly when they have an issue with a purchase of goods or service by reporting the problem immediately to the vendor. In so doing, problems or delays will be minimised in instances where requests are made for exchange or refund.

### This Issue

- Consumers receive \$17.8 million in refunds/ compensation 1
- Motor Vehicle Import Policy Consultation over-subscribed 2
- Under the Act: The role of the CAC 3
- Be wary of unfair contract terms 4
- Protecting yourself at the ATM 5
- Does "topping up" mean more gas? 6

### Pass it on...Tex' mi NOW!! CAC Alert





# Motor Vehicle Import Policy Public Consultation oversubscribed



Minister of Industry, Investment and Commerce, Hon. Anthony Hylton (3rd left), addressing a motor vehicle policy forum, held on September 8, at the Petroleum Corporation of Jamaica (PCJ) Auditorium, in Kingston. Others (from left) are: Chairman of the Trade Board, Benthon Hussey; Chief Executive Officer of the Consumer Affairs Commission (CAC), Dolsie Allen, and Chief Executive Officer of the Trade Board, Victor Cummings.

On Tuesday September 8, 2015, the Ministry of Industry, Investment and Commerce in collaboration with the Trade Board Limited and the Consumer Affairs Commission staged a public consultation on the Motor Vehicle Import Policy (MVIP) at the PCJ Auditorium.

Minister of Industry, Investment and Commerce the Honourable Anthony Hylton used the opportunity to call on consumers to share their views on the Revised Motor Vehicle Import Policy, which took effect in 2014.

The MVIP seeks to address the importation of motor vehicles within a regulatory framework to enhance predictability, fairness and transparency, via specific and selected policy guidelines that address: road safety; consumer protection; consumer choice; competition law and policy; and efficiency and effectiveness of the motor vehicle market in Jamaica.

The forum, while focusing on the overall policy, placed greater emphasis on areas such as warranty provision, determination of

model year, dealer disclosure, and pre-shipment inspection certificate.

To date, all consultations have been held including those with the various stakeholders in the motor vehicle industry like the Jamaica Used Car Dealers Association and the Automobile Dealers Association. A presentation of the analyses of the various recommendations will be presented to the Honourable Minister shortly.



**20th CONSUMERS  
INTERNATIONAL  
WORLD CONGRESS**





# Under the Act: The role of the CAC



Quite often, the Consumer Affairs Commission is contacted by consumers to assist with a wide number of issues. While the Commission assists in many areas, its powers are dictated by the Consumer Protection Act (CPA) 2005 amended (2012) which states that the CAC can:

**(1) (a) carry out, at the request of a consumer who has been adversely affected, such investigations in relation to the sale of goods or the provision of services as will enable it to determine**

**whether the goods were sold or the services were provided in contravention of this Act and thereafter to make such report and recommendations in connection therewith as it thinks fit to the Minister;**

**(b) carry out, on its own initiative, such other investigations in relation to the availability of goods of any class or description as it thinks fit and make such report and recommendations as it thinks fit to the Minister;**

**(c) promote the development of organisations formed for the protection of the consumer and ensure that they fulfil the criteria listed in section 4;**

**(d) collect, compile and analyse information in relation to any trade or business;**

**(e) provide information to consumers on their rights as consumers and any other form of consumer education;**

**(f) implement education programmes for the benefit of consumers, suppliers and service providers;**

**(g) seek to resolve disagreements between consumers and providers; and**

**(h) carry out such other functions as the Minister may assign to the Commission from time to time.**

**(2) subject to the provisions of this Act, the Commission may, for the purpose of exercising or discharging any of its functions under this Act, do anything and enter into any transaction which, in the opinion of the Commission, is necessary to ensure the proper exercise or discharge of its functions.**

**(3) the Commission shall investigate, in the manner provided in sections 7 to 12, any action alleged to have been taken by a provider to the disadvantage of the complainant.**

However, if you are unsure as to whether the Commission is the right agency, please contact us. In case we are not, we will recommend the appropriate Ministry, Agency or Department or private sector entity that will be best equipped to serve you.

**False representation of goods or service is an offense.**



**CONSUMER AFFAIRS COMMISSION**

*An Agency of the Ministry of Industry, Investment & Commerce*

## FILING A COMPLAINT?

Consumers, do you have a complaint about a service or product?

**Was the matter unresolved?**



## Let's Talk!

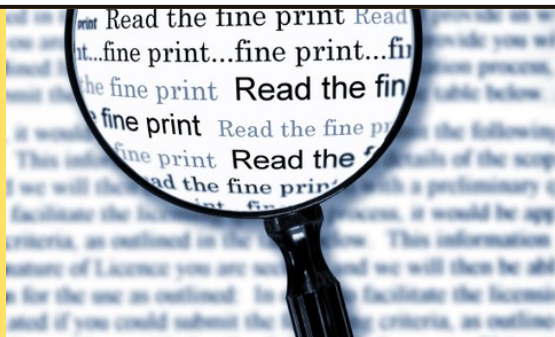
Contact the Consumer Affairs Commission where we will seek to resolve your issue under the **Consumer Protection Act**.

***The CAC...Protecting Your Rights,  
Securing Our Future***

**34 Trafalgar Road, Kingston 10, Jamaica**  
**Tel: 1 876-906-5425 • Fax: 1 876-906-7525**  
**Email: [info@cac.gov.jm](mailto:info@cac.gov.jm) • [www.cac.gov.jm](http://www.cac.gov.jm);**  
**[www.facebook.com/cac.gov.jm](http://www.facebook.com/cac.gov.jm)**



# Be wary of unfair contract terms



A contract usually has a number of terms. 'Term' refers to the conditions upon which a good or service is offered and the conditions on which the consumer has agreed to accept. The terms are usually contained in the contract document itself. It may be a formal contract where both parties sign a document, thereby showing their agreement to all the provisions stated in it. On the other hand, it may be less formal, for example a receipt given to the consumer, representing evidence of purchase of a good or service. In commercial activities in Jamaica, most receipts and invoices contain brief statements on the rights of the provider.

A term is considered to be unfair when it causes a significant imbalance in your rights (under the contract), to your disadvantage. If there is reason to believe that the provider is taking advantage of your weaker bargaining power, or lack of experience or understanding, the term is likely to be unfair. This is so whether or not actual harm is being caused to you.

Today the focus will be on service contracts. Generally, the following terms in service contracts upset the balance of equality between you and the provider:

## Delay

Terms allowing for long periods for delivery or completion of work. If the contract says nothing on the time for delivery, delivery should be carried out within a reasonable timeframe. Since reasonableness depends on the facts of each case, no general timeframe can be given concerning what is considered reasonable.

## Cancellation

- A. Terms of the contract which allow the provider to cancel without refunding your deposit. Cancellation charges which represent a real and fair estimate of the costs that the provider is likely to suffer will be considered reasonable, but overstated sums can be challenged as unfair.
- B. Excessive rights of the provider (with you having over-restricted rights) to end or withdraw the contract
- C. Excessive notice period for contract cancellation by the consumer, especially in contracts which do have a fixed term (that is, contracts which start and finish at a particular time).

## Non-Performance

Terms creating no liability for the provider should he refuses to carry out his end of the contract.

## Binding

- A. Terms binding the consumer to continue payment when services are not provided as agreed, and the provision of the service is solely in the provider's control.
- B. Terms demanding acceptance of obligations which the consumer could not have been aware of at the time of entering the contract.



# Protecting yourself at the ATM



Consumers, the most important thing you can do is keep your personal information safe and never share your online passwords and PINs with anyone, not even bank employees, as a bank will never ask you for this information. In addition, ensure that you shred, cut or burn all bank statements, ATM and sales receipts and expired cards before disposing of them. Here are some other tips when using a Debit Card at the ATM:

⇒ Take a look around as you approach the ATM and if there's anything suspicious, don't use the machine at that time (report any suspicious activity to the police).

⇒ Keep your card in a safe place and never lend it to anyone.

⇒ Protect your PIN – don't write it down or tell anyone.

- ⇒ Choose a PIN that is not easy for someone to guess (like 1234, your telephone number or your birthday)
- ⇒ Use your hand or your body as a shield when entering your PIN in case anyone is watching you.
- ⇒ Keep your receipts and track your transactions online or on your statements so that you can identify suspicious transactions.
- ⇒ If you lose your card or it is stolen, report the matter to your bank immediately.

*Source: Jamaica Bankers Association*

- ⇒ In addition, the Consumer Affairs Commission also advises you to touch all keypads before entering your pin. This will make it difficult for your fingerprints to be captured and your pin deciphered.

**Fairness requires that consumers are given a real chance to learn about the terms of the contract before the contract becomes binding.**

## ATTENTION, Honda Drivers.

Please be aware, we have a recall under way to repair airbag inflators, at no cost to you, in certain Honda vehicles (listed below). To see if your vehicle needs immediate attention, please check its recall status by taking one of the following steps:

VISIT **ATL Automotive Limited**, the authorized Honda dealer in Kingston or Montego Bay to have it serviced.

CALL their local office at **1-888-ATL-SERV**.

Honda is committed to addressing your needs and concerns. Almost everyone knows someone who owns a Honda. If you know a Honda driver who might own an affected vehicle, please encourage them to contact us. We care about your safety, so please take action immediately.

### Affected Models:

2001-2007 Honda Accord	2002-2004 Honda Fit
2001-2004 Honda Civic	2001-2004 Honda Stream
2002-2004 Honda CR-V	2003-2008 Honda Pilot
2002-2004 Honda Odyssey	2009-2011 Honda City



47-49 HAGLEY PARK ROAD, KINGSTON • TEL: 960-8431/960-8448-50, FAX: 929-9691  
BOGUE CITY CENTRE, MONTEGO BAY • TEL: 979-0020-3, FAX 979-0027

atlautomotive

*Published in the Gleaner, October 7, 2015,  
Page D7*

# Does “topping up” mean more gas?



Consumers often believe that a gas station has wrongfully charged them for more fuel than they actually received. While this may occasionally be the case, more often there is a misunderstanding of the amount of fuel that can be dispensed into their vehicle. The following information should be helpful when concerns related to gas pump accuracy are encountered and stem from the fuel tank's rated capacity or the fuel tank indications. However, it is acknowledged that there are some instances when there may actually be an issue with the accuracy of the meter used to dispense fuel or its manner of use.

## **Manufacturers' Rated Capacity versus Actual Fuel Tank Capacity**

The vehicle's fuel tank capacity rating is a reasonable estimate or average, given variables such as: differences in design practices, test procedures and other influence factors on the fuel system. Some manufacturers estimate that the capacity of a fuel tank may vary by as much as 3% from the actual rated tank capacity. Additionally, the rated capacity may only reflect the usable portion of the fuel tank or it may include both the usable and unusable portions. The unusable volume is the portion of the fuel tank's liquid capacity that lies at the bottom of the tank out of reach of the fuel pump.

### **Topping Up**

Some consumers may try to deliver additional fuel after the gas pump automatically shuts off; this practice is commonly referred to as “topping up.” When this occurs, the additional fuel will begin to fill the vapour headspace and the filler pipe, which are not considered part of the tank's rated capacity and thus are not intended to be filled.

### **Approved Fuel Containers**

A marked line on the container indicates the nominal rated volume, but this marked line is not at the top of the container. There is always empty space (called head space) in every container which allows for the fuel to expand and contract with temperature changes. Otherwise, the fuel may spill out of the container if the temperature increases causing the fuel to expand with no empty space to fill.

### **Indicated Volume**

Consumers often assume that the indication level on a vehicle fuel tank represents a corresponding fraction of the fuel tank capacity. However, a shift in the fuel level can also occur when the vehicle is not on level ground, for example, when parked on a hill. This temporary change in the position of the fuel can indicate that there is more or less fuel than is actually in the tank.

## **CONSUMER AFFAIRS COMMISSION**

### **Head Office**

34 Trafalgar Road, Kingston 10  
Tel: 1.876.906.5425 | 906.8568 | 906.0813 | Toll Free: 1.888.991.4470

### **Montego Bay Branch**

30 Market Street, Montego Bay, St. James  
Tel: 1.876.940.6154 | Toll Free: 1.888.991.4470 | Fax: 1.876.979.1036

### **Mandeville Branch**

**RADA Office**  
23 Caledonia Road, Mandeville  
Tel: 1.876.625.0487 | Toll Free: 1.888.991.4470 |

*“Protecting your Rights, Securing our Future”*

### **Consumer Matters**

**ISSUE 004 SEPTEMBER 2015**

*Source: Florida Department of Agriculture and Consumer Services*