



The Consumer Ombudsman's Office has conducted an investigation under 51 (b) and Section 52 (a)(1) of Law No: 12/2020 (Consumer Protection Act).

Submissions of the parties

1. The complainant has submitted the following issues:
 - 1.1. Firstly, that despite the Westin Maldives Resort advertising itself as a “luxury”, “extraordinary experience”, and “stunning beach resort”, that “guarantees memorable culinary experiences”, and “healthy” dining”, upon arrival it became clear to the Complainant that the Resort does not provide the advertised level of service.
 - 1.2. Secondly, while the room provided was good, the rest of the Resort did not meet the advertised criteria.
 - 1.3. Thirdly, that the Resort does not provide a safe and convenient way of entering the water, making swimming in the ocean inconvenient and even dangerous and that the seabed all around the island is full of rocks, and the only good way to go swimming is through the water sports center where boats come in and out.
 - 1.4. Fourthly, the resort's food quality falls significantly short of expectations relative to the prices set. Despite prices ranging from \$250 to \$550 per meal, the fare provided low-quality meals of little variety. This subpar level of food quality does not contribute to healthy dining at all, which was not satisfactory for the Complainant and their spouse. The Complainant and their spouse express dissatisfaction with the Resort's culinary offerings, citing the use of excessively spicy Indian/Arab/Maldivian cuisine on three out of four days, which the Complainant believes was an attempt to cover up the poor quality of products.
 - 1.5. Fifthly, the Resort does not provide proper protection against insects. The Complainant and their spouse experienced severe bites from mosquitoes and other insects, which caused strong allergic reactions.
 - 1.6. Sixthly, upon check-out, the Resort staff refused to provide the Complainant with the correct document of the check-out invoice with the correct departure date.



The Complainant stated that the invoice had the departure date as 12.01.2024, when it was 06.01.2024, which the Complainant believed to be a fraudulent legal document.

- 1.7. The Complainant has requested a refund equivalent to the price of accommodation in the Resort for six nights from 06.01.2024 to 12.01.2024.
2. In response to the issues raised in the complaint the Respondent has provided the following response:

2.1 Respondent has provided the following response to the Complainant's claim stated in paragraph 1.3.

- (a) On January 4, 2024, the guest came to the front desk requesting to speak with a manager to discuss some of their expectations.
- (b) The Front Office Manager (hereinafter referred to as 'FOM') at the hotel met the guests right away to listen to their concerns and as per the guest, they did not feel very comfortable with the villa's location.
- (c) When asked for specific details, the guest have mentioned that the island's house reef is too close to the beach, and that they prefer an island with a large lagoon like their previous resort, Lux Maldives.
- (d) The guest mentioned that their pure intention is to depart earlier than the original departure date and expected a complete refund of the accommodation or the remainder of the stay from the hotel so they can go to their previous resort.
- (e) Upon listening to the guest's concerns, FOM have explained to the guest that the island is surrounded by a beautiful house reef with several access points to the ocean, and explained to the guest that the Resort is located at the Baa Atoll known for its exceptional marine life. FOM also offered to look for another location around the dive center, where the guest expressed they preferred swimming in, and offered an upgrade to an overwater villa without any charges despite it being a higher category. However, the guest mentioned he is not looking for a solution from the hotel and expects a refund of his stay or the remainder of the stay.



- (f) FOM advised the guest that shortening the stay is subject to a 100% cancellation penalty and that the request would not be fulfilled. FOM also reiterated that the hotel's cancellation policy is well known to the travel agency the guests booked, and that the details are readily accessible to the guests themselves.
- (g) The guest mentioned that if he does not get the requested refund, he would go to any extent to ensure he gets the refund, which includes suing the hotel if necessary. The guest informed the FOM that he wishes to discuss the matter with the General Manager (hereinafter referred to as "GM") of the property.
- (h) GM along with FOM met the guest. During the meeting, the guest shared the same requests and details.
- (i) The guest mentioned that they liked the property's room and staff service. However, they did not like the villa location and the entrance to the water. GM mentioned to the guest that the hotel leaves no requests unattended and goes the extra mile to meet all the guest's expectations.
- (j) GM offered a complimentary upgrade to the highest category, a presidential suite, overwater villa with a sunset panoramic view, a choice of the room preferred by the guest, and the room closer to the dive center where he felt the swimming was great.
- (k) Upon sharing the options, the guest declined the offer, stating he was not looking for these solutions and wanted a refund for his stay. The Respondent noted that it was very clear at this point that the guest had already booked a resort and the guest did not want to hear any options provided by the hotel, and as per the guests, if the hotel is unable to provide the refund, they will go to any extent to ensure the refund is received, including legal action, and to ensure the hotel pays compensation along with the refund.
- (l) The guest demanded that the Resort reconsider the decision and let him know after the dinner.



(m) The FOM met the guest after dinner and advised that the decision remained the same and that the hotel would not be able to refund the charges on any early checkout. At this point, the guest requested the same in writing by email. The information requested was duly provided with all the details of the cancellation policy as per the guest's booking confirmation.

2.2 Respondent has provided the following response to the Complainant's claim stated in paragraph 1.4.

- (a) During the initial meeting with the FOM, guest expressed dissatisfaction with the available food options, specifically stated that there is a lot of Asian food. The FOM assured the guest that their concerns would be addressed and promptly communicated the matter to the Executive Chef. Recognizing the importance of culinary satisfaction, the GM pledged personal attention from the executive chef to enhance the guest's culinary experiences. The GM also informed the guest that they provide Al a carte menu as well as buffet to choose from.
- (b) It was communicated to the guest by FOM and GM that the culinary team at Westin Maldives is dedicated to providing a personalized and diverse food and beverage experience, catering to the preferences of guests from various nationalities. This commitment is reflected in the Resort's online reputation, particularly noteworthy as Westin Maldives is recognized as a wellness resort with a focus on healthy eating, aligning with the "Eat Well" pillar.
- (c) Before checkout, the previous day (05.01.2024) General Manager offered as a resort credit of USD 900 on incidental charges as a goodwill gesture, which the guest appreciated.
- (d) The concerns were diligently conveyed to the Executive Chef, who subsequently met with the guest to understand their preferences. The guests articulated a desire for a fresh salad with olive oil and steak. To exceed expectations, the Executive Sous Chef personally escorted the guest



to the Resort's organic garden, providing an interactive experience of selecting fresh salad leaves from the garden. The chef then prepared the requested items. Furthermore, the Executive Chef assured the guest of personal attention throughout their stay, closely monitoring their dining experiences.

- (e) The guest, following the specially curated dinner, expressed utmost satisfaction and gratitude to the chef for the personalized attention. This proactive and personalized approach by the culinary team exemplifies Westin Maldives commitment to ensuring a delightful and tailored dining experience for each guest.

2.3 Respondent has provided the following response to the Complainant's claim stated in paragraph 1.5.

- (a) The complaint was brought to the Resort's attention by the guest only after the Resort declined the refund request.
- (b) FOM has promptly addressed the issue with the Resort's commitment to guest well-being. The Resort has assured the guest that the Resort maintains a robust pest control system (Rentokil) to mitigate such occurrences. In response to the specific concern, mosquito repellent was thoughtfully provided in the villa for the guest's convenience.
- (c) Taking proactive measures, the Resort's pest control team conducted a comprehensive fogging procedure in the surrounding areas of the villa where the guest was residing.
- (d) This initiative aimed to create a more comfortable environment for the guests by minimizing any potential mosquito presence.
- (e) To further ensure the guest's comfort and well-being, the Resort has extended an offer for medical assistance from our qualified medical professionals.

2.4 Respondent has provided the following response to the Complainant's claim stated in paragraph 1.6.



- (a) The guest in the complaint mentioned the checkout as 12.02.2024 when the actual date should be 12.01.2024.
- (b) On January 6th, upon check-out, the guest came to settle the charges, and upon seeing the folio with the check-out date stating January 12th as per the original booking, the guest raised his voice and demanded the date be changed.
- (c) The guest also demanded the hotel reception staff sign next to the date after changing it manually. The guest also threatened the staff that he would take photos and videos of the staff if he did not change it. The guest also mentioned he would not be paying the charges if the date was not changed.
- (d) Since the reception staff declined the request by informing them that such practices are not deemed right and this is against the Resort's policy, the guest shouted at the staff and took a photo and recorded video without the permission of the staff at the reception.
- (e) The reception staff reminded the guest that the charges needed to be settled to arrange the departure, and the guest finally settled the charges.

2.5 The Respondent noted that despite the hotel's sincere efforts to address the guests' concerns and provide suitable solutions, the guest remained adamant in their demand for a refund, which was communicated in adherence to the established cancellation policy, and that this was also communicated by their travel agency to the guests as to any last minute cancellation during the high demand period will be chargeable in full and that it was evident that the guest had already decided to check out and had made alternate arrangements before engaging with the hotel. Additionally, given that there were no issues with the Resort's facilities or services, and the guest expressed satisfaction with their accommodation and the staff's service, a refund was not warranted.

2.6 The Respondent also stated that the hotel took proactive steps to address the guest's feedback, including offering personal attention from the executive chef and extending a resort credit as a goodwill gesture upon check-out.



2.7 The Respondent believes that the complaint is not rational and has requested to close the case based on the details provided.

Observations

3. Upon review, of the documents submitted by both the Complainant and the Respondent to the Consumer Ombudsman's Office, Act No. 12/2020 (Consumer Protection Act), and Regulation No. 2021/R-162 (Investigation Regulation of Consumer Ombudsman), the following are observed:

3.1 The Complainant had booked a 12-night stay at the Westin Maldives Miriandhoo Resort, starting on January 2, 2024, and ending on January 12, 2024, through a Dubai-based travel agent, Lets Go Island Tourism LLC (hereinafter referred to as "the travel agent"), and made a payment of USD 10,790 (Ten Thousand Seven Hundred and Ninety) to the agent on October 19, 2023.

3.2 The claim of the Complainant is that "despite the Westin Maldives Resort advertising itself as a 'luxury', 'extraordinary experience', and 'stunning beach resort', 'guarantees memorable culinary experiences', and 'healthy' dining", after four days of stay it was obvious to the Complainant that the Resort does not qualify for the advertised level of service.

3.3 The lack of safe and convenient ocean access, low-quality food that did not justify the high prices, and inadequate protection against insects are the issues submitted by the Complainant, supporting the claim that the services did not meet the advertised criteria.

3.4 The Complainant has also claimed that the Resort staff refused to provide the Complainant with the corrected invoice indicating the correct departure date.

3.5 The Complainant has requested a refund equivalent to the price of accommodation in the Resort for six nights from 06.01.2024 to 12.01.2024.

3.6 The Complainant's submissions stated that the room/accommodation provided was good.

3.7 The Respondent had denied the Complainant's claim for the following reasons:



3.11 A false or misleading or deceptive statement or advertisement can include anything that creates a deceptive impression or conveys false information about a product or service. It can be a statement, conduct, or even an omission that leads consumers to make a wrong decision.

3.12 The question to be answered is whether the advertisement of the Westin Maldives Miriandhoo Resort stating “luxury’, ‘extraordinary experience’, and ‘stunning beach resort’, ‘guarantees memorable culinary experiences’, and ‘healthy’ dining”, created a deceptive impression or conveyed false information about their service, and if that “false” or “misleading” or “deceptive” advertisement had led the Complainant to make a wrong decision.

3.13 In order for the Consumer Ombudsman to provide a remedy or compensation the Complainant must prove the following:

i. That The Westin Maldives Miriandhoo Resort was not a “luxury” Resort.

Whilst the presence of particular attributes makes a service “luxurious”, the Complainant has not presented any fact or proof evidencing the lack of such attributes.

ii. An absence of a “stunning beach resort”, as advertised by The Westin Maldives Miriandhoo Resort.

It is evident from the submissions of the Complainant, that the complaint is regarding the lagoon rather than a lack of a beach and the excerpts submitted by the Complainant from the advertisements of the Respondent refer to the beach and not the lagoon or sea, resulting in a lack of connection between the referred advertisement and the complaint.

iii. An absence of culinary experience that guarantees “memorable culinary experiences’, and ‘healthy’ dining”.

About the culinary experience, the Complainant stated in his submission that the Resort only provided the cheapest products of low quality and poor variety. Additionally, the Complainant stated that the poor quality of food does not justify the high prices and does not contribute to healthy dining. However, it is evident from the submissions of the Complainant that different cuisines



(Indian, Arab, and Maldivian cuisines) were available, giving the guest a variety of dining options. It should also be noted that the Respondent in points 2.2 (a) and (d) stated that to make the Complainant's dining experience memorable, the Resort provides Al a carte menu as well as buffet to choose from and assured the guest personal attention throughout their stay, which was not denied by the Complainant. Furthermore, the Respondent in point 2.2 stated that Westin Maldives is recognized as a wellness resort with a focus on healthy eating, aligning with the "Eat Well" pillar, and has a special menu catering for healthy dining in each of their restaurants.

Based on the above submissions of the Complainant and undisputed submissions of the Respondent, and the lack of evidence proving the low quality of food other than the Complainant stating as such, an absence of a culinary experience that "guarantees memorable culinary experiences", and 'healthy' dining" is not established.

- 3.14 The phrases "**extraordinary experience**", and "**stunning**" appear to be overlying embellished fanciful, or vague statements that are not considered in most jurisdictions as false, misleading, or deceptive.
- 3.15 The Complainant's submission about the lack of protection against insects stands not established, since evidence adduced is not sufficient to prove the prevalence of insects beyond an ordinary level in a tropical island and due to the undisputed response of the Respondent, that the Resort maintains a robust pest control system (Rentokil) and conduct comprehensive fogging procedure in the surrounding areas of the villa.
- 3.16 The fraudulent documents stated in points 1.5 and 1.6 appear to have no relation to the alleged false or misleading or deceptive advertisement.
- 3.17 Additionally, it is observed that the Complainant has submitted his subjective expectation or preference for the services to prove that the Resort did not match the advertised level of standard when in fact an objective standard shall be applied to prove that the resort did not provide the level of service as advertised in its website.



-12-

Decision

For the reasons stated above, it is decided that a contravention of Section 51 (b) and Section 52 (a)(1) of Law No: 12/2020 (Consumer Protection Act) by the Respondent, Miriandhoo Maldives Resorts Pvt Ltd (The Westin Maldives Resort) is not established and therefore there is no ground to order for a refund, as sought by the Complainant.

Mariyam Shamma Ismail
Consumer Ombudsman

