

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ



Consumer Ombudsman's Office
Ministry of Economic Development and Trade
Malé, Maldives

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Number: 2024/CO-D/04

DECISION

Case Number: 2024/CO-RC/02

Type of Complaint: Non-Delivery of good/ Late delivery/ Extra charges

Complainant: Abdelazim Nagdy Abdelazim Elsergany / Egypt
(PP No. A26753002)

Respondent: RB International Pvt Ltd (Red Box)
(Reg. No. C-1140/2015)

Date of Submission: 29 December 2023

Date of Registration: 16 January 2024

Date of Decision: 30 December 2024

Introduction

This is a Complaint submitted by Mr. Abdelazim Nagdy Abdelazim Elsergany (hereafter referred to as "the Complainant") against, Red Box, managed and operated by RB International Pvt Ltd (hereafter referred to as "the Respondent"). The Complainant has claimed a refund for additional charges incurred by the Complainant for the boat transfer of the package to the



-2-

shipping address, as well as the compensation for the late delivery of one of the packages and the failure to deliver another.

The Consumer Ombudsman's Office has conducted an investigation of the complaint pursuant to Section 28 (a) and Section 38 (a) and Section 63 (a)(3) of Law No. 12/2020 (Consumer Protection Act).

Submissions of the parties

1. The Complainant has submitted the following issues:
 - 1.1. The Complainant ordered two packages from abroad: one was delivered to the agents of Redbox in United Arab Emirates, and the other to their agent in Singapore, both to be delivered to M. Muli, Maldives.
 - 1.2. The Complainant stated that the Redbox ShopMe website explicitly stated that air shipping takes 5 to 10 business days.
 - 1.3. The package from Singapore was delivered to the agent, and the Complainant requested shipping on 17 November 2023. The Complainant transferred USD 87.08 (Eighty-seven dollars and eight cents) to the Respondent on 20 November 2023 when the Respondent issued the bill. The package departed from Singapore on 1 December 2023 (after 13 days).
 - 1.4. The Complainant stated that after four days, the tracking system showed the package had arrived at the Malé office.
 - 1.5. The Complainant called the office and provided all available boat options between Malé and Muli, as the shipping was to include delivery to the Complainant's address in Muli.
 - 1.6. On 12 December 2023, the Respondent delivered the package to the boat but did not cover the cost of the boat transfer. The Complainant stated that upon contacting the Respondent to inquire about the unpaid boat fee, the Respondent requested the Complainant to pay the boat fee and assured the Complainant that the amount would be refunded. The Complainant further explained to the Respondent that he would not receive an invoice for the delivery cost, to which the Respondent agreed was okay.



- 1.7. The Complainant paid MVR 120 (One hundred and twenty) as the boat fee, however, to date, this amount has not been refunded by the Respondent despite multiple follow-up calls.
 - 1.8. The Complainant received the package after a delay of 20 days and paid for the boat transfer, causing the Complainant to question why the Respondent charged USD 87.08 (Eighty-seven dollars and eight cents).
 - 1.9. The Complainant seeks compensation for late delivery and refund of the additional charges incurred.
 - 1.10. The package from the United Arab Emirates (RB20231509096) was received at the agent's office on 25 November 2023. However, as of 17 December 2023, the package has still not been dispatched, despite the Complainant paying the required cost of USD 16 (Sixteen), as requested.
 - 1.11. Despite multiple inquiries, the response the Complainant received has always been the same: "We will contact our agent and update you," but no further action has been taken.
 - 1.12. The package contains a new phone, to replace the Complainant's previous phone, which was broken. The Complainant expected to receive the package within 5-10 days, as his work as a doctor depends on reliable phone and online communication. However, due to the agent's irresponsible behavior, the Complainant has been without a smartphone for over 22 days, significantly affecting his work and communication.
 - 1.13. The Complainant requests that the package be delivered within the next few days and seeks compensation for the inconvenience caused by the agent's unprofessional handling of the situation.
2. In response to the issues raised in the complaint the Respondent has provided the following response:
 - 2.1. The period of 5 to 10 days advertised for the service is an estimate, and is subject to change, as stated therein.
 - 2.2. Regarding the claim of additional charges, the Respondent denies being aware of the boat fee when the package was delivered to the boat, and the boat fee was not accepted



when they tried to pay. They were also not aware that this cost was incurred by the Complainant.

- 2.3. The company's policy on compensation is in accordance with the "Terms and Conditions" published on the company's website. The Complainant did not submit any compensation request in accordance with this policy.
- 2.4. Although the Complainant has not provided any receipt of payment for the claimed additional payment charged as boat fee, the Respondent is willing to refund the amount of MVR 120 (One hundred and twenty) to the Complainant.
- 2.5. As the Complainant did not file a complaint in the manner in which a complaint should be filed with the Respondent, the Respondent cannot be held responsible for paying compensation for the loss.

Observation

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

- 3.1 Section 28 of Law No. 12/2020 (Consumer Protection Act) states that except in the following circumstances, recipients of a service shall receive a service within a reasonable time:

- (a) the time has been determined under a contract.
- (b) it has been agreed to determine a time under a contract.
- (c) it has been agreed pursuant to mutual communications between the service provider and recipient of service to determine a time period.

- 3.2 It is observed that the Respondent advertised a delivery timeframe of 5 to 10 business days for air shipping. Additionally, in Clause 8.1 of the Terms and Conditions it is stated: "We will make every reasonable effort to deliver the goods in accordance with our regular delivery schedule, which is calculated to be within 3 working days immediately following the full payment of the shipping charges." However, the Terms and Conditions also expressly state that these timeframes "are not guaranteed and are



not binding” and it further outlines that the Respondent shall not be “liable for any damages or loss caused by delays.”

3.3 It is determined that, since both parties have agreed to the Terms and Conditions of this service, the time for the delivery of the service was agreed as per Section 28 (a) of the Act. The Complainant, by accepting the Terms and Conditions, acknowledged the inclusion of the aforementioned disclaimer, which explicitly states that the Respondent does not guarantee the specified delivery timeframe and is not liable for any loss or damages. Consequently, in view of the Complainant’s acceptance of the Terms and Conditions, the delay in question does not constitute a violation of Section 28(a) of Law No. 12/2020 (Consumer Protection Act).

3.4 Section 38(a) of Law No. 12/2020 (Consumer Protection Act) states that a service provider shall display the price of the services and if the service is provided under specific conditions, such conditions shall be displayed at the place of service, where it is easily visible. If the recipient of the service requests, a document containing such information shall be made available from the place of service. This provision applies to all charges that may be levied for the service, including any additional or extra charges.

3.5 Additionally, Section 63(a) of Law No. 12/2020 (Consumer Protection Act) states that in addition to the conditions for goods or services specified in Chapters Two and Three, the seller or service provider must provide at least the information listed from Subsections (a) (1) to (5) when selling goods or providing services through electronic means. Among these, Subsection (3) of Section 63 states that: In addition to the price of a good or service, any further applicable charge or fee.

3.6 Clause 3.1 of the Terms and Conditions of the service agreement between both parties, states: "You acknowledge and agree that the service does not include customs or taxes (unless explicitly stated), and that we are not a customs agent or broker. We are solely responsible for the export of goods, while the user is solely responsible for the payment of any and all customs duties, tariffs, taxes, or other charges or fees related to the shipment."

3.7 Based on the provisions outlined above and the explicit agreement set forth in Clause 3.1 of the Terms and Conditions, the Respondent is not liable for customs duties, tariffs,



taxes, or other fees associated with the shipment. Additionally, the Respondent is not required to provide disclosure under Section 38(a) and Section 63(a)(3) of Law No. 12/2020 (Consumer Protection Act) concerning extra charges such as the boat fee, as these charges are the sole responsibility of the Complainant.

3.8 It is further noted that, on 07 August 2024, the Complainant sent an email to the Consumer Ombudsman, confirming receipt of the package that had not been delivered as of the date the complaint was submitted.

3.9 Upon inquiry from the Respondent, they confirmed that they have acted as stated in their answer form submitted on 04 February 2024. No additional measures or actions have been taken. They further stated that all relevant information has been provided as requested. Additionally, they noted that Mr. Abdelazim has not contacted them regarding any refund or compensation at any point.

Decision

For the reasons stated above, it is decided that a contravention of Section 28 (a) and Section 38 (a) and Section 63 (a)(3) of Law No. 12/2020 (Consumer Protection Act) by the Respondent, RB International Pvt Ltd (Red Box), is not established. Therefore, there are no grounds to order a refund of the boat fee and compensation for late delivery of both items, as sought by the Complainant.

Mariyam Shamma Ismail
Consumer Ombudsman

