

A large, bright yellow lemon is the central focus, positioned on four small, black, toy-like wheels with red hubs. A dark, viscous liquid has spilled out from beneath the lemon, pooling on the white surface. In the foreground, a white electrical plug is shown in a state of disrepair, with its internal components exposed and some of the plastic casing broken. The background is a plain, light-colored surface. The entire image is overlaid with a large, diagonal teal and grey graphic that serves as a backdrop for the text.

# The Consumer

A PUBLICATION OF THE  
CONSUMERS ASSOCIATION  
OF SINGAPORE

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# President's Message



**Dear readers,**

We are often left with a sour taste after paying for an item that turned out to be defective or not up to expected standards. As a result of such complaints, the Consumers Association of Singapore (CASE) advocated for legislation that would protect consumers from the purchase of such defective goods. We were successful, and the Lemon Law (under the Consumer Protection (Fair Trading) Act) was passed in Parliament in September 2012 (the reference to lemon is due to the sour taste after buying a defective good). The remedies afforded under the Lemon Law allowed consumers to ask for repair, replacement, reduction in price or a refund of the defective good.

In addition to seeking recourse under the Lemon Law, consumers can consider other causes of action if they buy a defective item. For example they could seek compensation under the tort of negligence if they had suffered personal injury or property damage as a result of the defective item. More details on this can be found in this magazine.

Since the passing of the Lemon Law, CASE has received thousands of consumer complaints on defective or non-conforming goods every year. However, it is important that consumers understand that they are not entitled to a remedy if they had damaged the item, misused it and caused the fault, or knew about the fault before they bought the item. Hence, we encourage consumers to take good care of their purchases and ensure that they are used and maintained properly. In this issue, we bring you some useful tips for troubleshooting your fridge if it breaks down.

Furthermore, it is important to keep an eye out for the safety of your family by periodically checking that your home appliances are in good order. One way is to pay careful attention to electrical cords and replace those that have cracked or frayed.

This issue also highlights some other topics that we felt would be useful for consumers. With

the recent opening of the electricity market, consumers can choose to buy their electricity from an array of electricity retailers. We share more information on what to take note when shopping for an electricity retailer.

It is also important to review your credit report regularly. A good credit repayment history will make it easier for you to obtain credit and to qualify for loans. The article helps you to understand your credit report better, such as how prompt you are in repaying your credit card payments and loans or the number of new credit card applications you have.

Lastly, we provide a glimpse into the latest consumer product test done by CASE. If you have ever wondered whether it is safe to re-use your disposable pair of wooden chopsticks, you can find out more here. Happy reading!

**Lim Biow Chuan**  
**CASE President**

# Fix Your Own Fridge



It is fair to expect your fridge to last a long time. But breakdowns are bound to happen at some point and it is good to be prepared. No one wants to waste money on spoiled food due to power loss or a poorly performing fridge.

If you can figure out how to fix simple problems yourself you can save on repair fees which will leave you more money for tasty snacks – everyone loves tasty snacks better than repair fees! Read on for some useful instructions, but do not forget your user manual – it will have some good tips for maintenance and can even break down some troubleshooting issues for you.





## Noise

Fridges make noise, like many other electrical products. This can include:

- Fan sounds (moving cold air around different areas of the fridge)
- Pops (defrosting ice)
- Gurgling (liquid refrigerant circling the fridge)
- Hissing (difference in pressure between warm and cold air)
- Compressor noise

### **Make sure you have enough air space around the fridge.**

If your fridge is making a lot of noise it may be because it does not have enough room to move hot air away to the surroundings, and needs to work harder to cool the fridge. The right amount of space can usually be found in the manual but if not, leaving at least 5–10cm around the sides, top and rear is generally enough. Install the fridge away from direct

sunlight and any heat-generating appliances such as heaters, ovens, cooktops or dishwashers.

**Check the controls to see if they are set to very cold.** The colder they are, the more likely the compressor is running. This is also likely to happen if a large amount of food has just been placed in the fridge, as the fridge tries to cool the food down, or if you have put something hot (like uncooled leftovers) into the fridge or freezer. The fridge compressor is also likely to run more often in warmer seasons.

**Check what is on top or balanced against the fridge** – something could be vibrating against the fridge when the compressor starts up. This can also happen on the inside if something is awkwardly stored inside the fridge and vibrates against something else in response to the compressor vibration.



## Balance

Check that your fridge is balanced. If it is unbalanced, meaning the doors do not close properly, it is costing you money as the compressor tries to replace the cold air that leaks out the

door. It can also cause increased noise. Fridges usually have feet that can be adjusted once you have got them installed. Balance issues can also occur if the floor is weak or uneven.



## Performance

If your compressor is working hard but your food is not getting cold, check that none of your food items are covering internal outlets. Cold air is always being pushed into the fridge through outlets in the fridge and freezer area. If you block these with an overloaded fridge you will make the fridge work harder.

Leave space around the outlets so that cool air can circulate. Check that nothing is in the way and that the door is closing properly. Opening the door too often or leaving it open for too long will also make it difficult for the fridge to cool food.



## Frosting up

These days most fridges are frost-free. If yours has frost build-up, check that the doors are fully closed and the seals are air-tight. Seals that are dirty, faulty or deteriorating with age will allow humid air to leak in. Faulty seals mean the compressor cannot

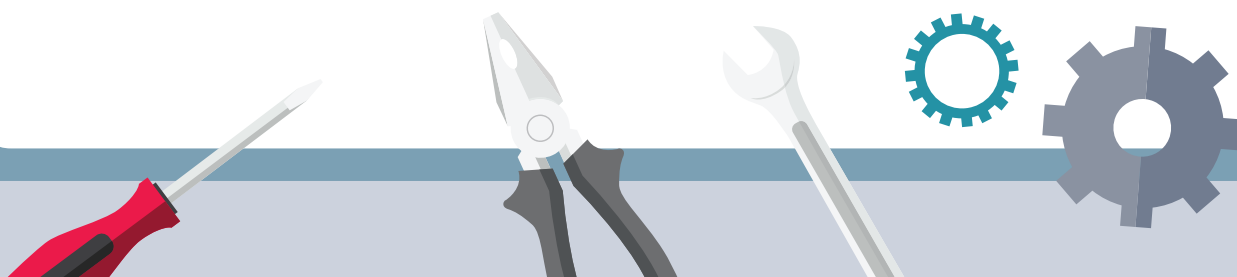
deal with the amount of moisture in the fridge, which then freezes to the sides of the freezer door. If it is really serious, you may have issues opening the fridge.



## Cleaning

Most manufacturers will tell you to turn off your fridge before cleaning, so it is best to clean when your food supply is low. Use a mild unscented detergent and lukewarm water with a soft cloth on the interior and the outside of the fridge.

Make sure all parts, including the seals, are thoroughly dried after washing and avoid wetting any controls or electronic areas. Thoroughly wiping up any spills as they occur will help in the long run. Try not to use any abrasives.





## Smells

This can be related to what you have put in the fridge. Check what is in there, as something may have spilled and started to

spoil, or may not be covered properly. Some containers and wrappers can cause smells or react with food to create smells.



## Water leaks

If water is **leaking outside the fridge**, check the back of the fridge to see if the defrost water tray is in the right position and that the drainage tube that leads to it is actually pointing at the drip tray. This water should evaporate naturally over time.

If water is **leaking inside the fridge** it could mean that there is a blocked drain or outlet. There are drainage channels in some fridge cabinets, so check to see if there is a blockage of food or dirt and clear it. If the drainage channels are clear, the leak could be from condensation so check the door is closing properly, not left opened for too long and that the

seals are working well. This can also happen when there are periods of high humidity in the environment.

If water is **leaking in the vegetable/fruit compartments** it could be because of the low humidity in the fridge that vegetables and fruits will lose water, which can cause condensation on the compartments they are stored in. If your fridge has a humidity setting, try using this to see if it makes a difference. You could also use storage bags to store the vegetables and fruits in the compartments.



## Food is freezing in the fridge

You will need to check the temperature setting. Adjust the temperature and see if food is still freezing in the fridge. Leave the fridge for 24 hours to register any changes you have made to the temperature settings. Cold-sensitive foods

(easily frozen) placed in front of vents used for the cold air circulation are likely to be affected, so make sure you keep vents free of products.



## Moving

If you move your fridge, you do not want to hurt yourself or cause damage to your fridge in the process. Cooling down will take two or three hours. After that, close and tape drawers and doors, and make sure the power lead is tucked into the back or taped to the fridge.

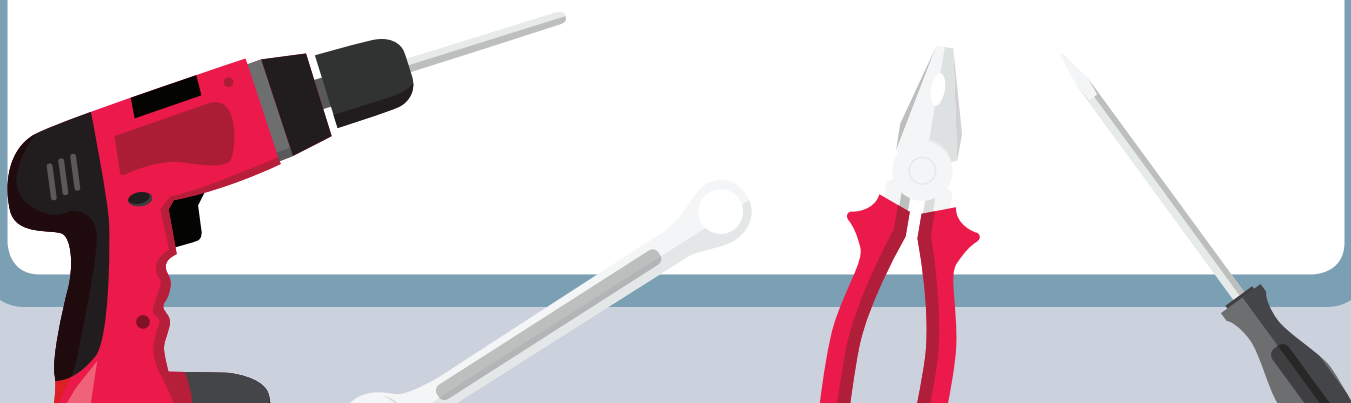
If the fridge needs to be laid down on its side, when moved upright again, leave it to rest for a while before turning the power back on. Check your manual for resting periods, it usually ranges from 10 minutes to a few hours.



## Ice and water-dispenser issues

For fridges containing ice and/or water compartments, check for any water leaks at all water connection points. Follow the manufacturer's instructions for replacing any filters. If the ice

maker does not make ice, it could be that it is turned off or that the fridge is not level. Also, check the filter for blockages and that the tap supply to the fridge is turned on.





# In a Nutshell

## Lemon Law

It provides consumers with remedies against **defective goods** or **goods that fail to conform to contract** at the time of delivery.

Consumers have the right to ask for **repair, replacement, reduction in price** or a **refund** of the good.

### Coverage

The Lemon Law covers the purchase of all goods in Singapore. It includes...



Display Sets



Discounted Goods



"Non-Refundable" or "Non-Exchangeable" Goods



Secondhand Goods and Vehicles



Perishable Goods

### The Lemon Law does not apply to...

- Services\*
- Rental or Leased Goods
- Business-to-Business or Consumer-to-Consumer Transactions
- Real Estate Property
- Auctions

### Consumers are not entitled to a remedy under the Lemon Law if they had...

- Damaged the item
- Misused the item and caused the fault
- Tried to repair the item themselves or had someone else try to repair it, and in the process damaged it
- Known about the fault before they bought the item
- Changed their mind and no longer want the item ...or if the defect was due to wear and tear.

\*Consumer disputes over the provision of services are covered under the Consumer Protection (Fair Trading) Act.





# What Can You Do if You Were Sold a Defective Product in Singapore?



There may be times when you purchase products from shops which turn out to be defective. In such instances, you may want to seek relief, depending on the value of the product concerned.

This article sets out the various causes of action that you may rely on, as well as the avenues through which you can seek relief.

## CAUSES OF ACTION



### 1 Breach of Contract

To establish that there has been a breach of contract, you would first have to show that a contract has been formed between you and the seller.

A receipt of the purchase would likely suffice in showing the existence of such a contract. However, it does not matter if you did not receive a receipt. This is because a contract need not necessarily be in writing. An oral agreement between two parties can also constitute a contract.

Next, you could assert that an implied term of the contract (as found in section 13 and/or 14 of the Sale of Goods Act) has been breached if:

- The product does not correspond with the description of it (if you were provided a description of the product when it was being offered for sale); and/or
- The product is not of satisfactory quality, considering its description, price, appearance and finish, freedom from minor defects, safety, durability and whether it is fit for use.

Upon establishing a breach of the contract, you may then go on to claim compensation from the seller.

## 2 Breach of Provisions Under the Consumer Protection (Fair Trading) Act (CPFTA)

Where the product fails to conform to the contract between you and the seller at the time of delivery, you may assert that the product was "defective" as defined under the Lemon Law (sections 12A to 12F of the CPFTA), and so you are entitled to the remedies under the law.



Consequently, you can bring the defective product back to the seller to request that it replace or repair the product at its own cost. Should the seller fail to do so within a reasonable period of time, or if the repair or replacement of the product would be disproportionate in cost, you may request for a reduction in price or a refund of the defective product.

## 3 Misrepresentation

You may mount a claim of misrepresentation if the seller made a false statement of fact that induced you to purchase the product.

The statement made could be express in nature (e.g. an oral representation made by the sales staff or a sign displayed in the store) or implied (e.g. silence by the sales staff when you enquire if there are any issues with the product).

Where misrepresentation can be established, you are entitled to rescind (i.e. unwind) the contract. Practically speaking, this will likely translate you returning the defective product and receiving a refund of the purchase price.

In addition, if the misrepresentation by the seller was fraudulent or negligent in nature, you may claim damages that will put you

in the position that you would have been had the representation not been made.

For instance, you may claim for any personal injury or property damage resulting from the defective product, as well as any consequential costs incurred to remedy the defect and/or to claim compensation.

Further, even if the misrepresentation was innocently made, the court may grant damages in your favour instead of rescission of the contract, especially in cases where the misrepresentation was on a trivial issue and damages would adequately compensate you.



## 4 Negligence

If you have suffered personal injury or property damage as a result of using the defective product, you may consider claiming under the tort of negligence if you can show that:

- The seller owes you a duty of care to sell products that are safe for use;
- The seller breached this duty of care; and
- The breach caused you to suffer damage, be it property damage or personal injury.



### THINGS TO NOTE:

First, while you may be able to rely on more than one of the causes of action discussed above to claim relief against the seller, there can be no double-counting in relation to the remedies sought.

For instance, if you claimed for, and have been awarded, damages for personal injuries arising from the negligent misrepresentation made by the seller, you will not be able to claim damages for the same injuries under the tort of negligence.

Next, the various causes of action have to be initiated within the respective time periods stated in the Limitation Act. For instance, if you are claiming compensation on the ground of breach of contract, you must bring your action within six years from the date of breach of the term(s) in the contract. If you fail to do so, your claim will expire and can no longer be brought against the seller.



## AVENUES FOR SEEKING RELIEF

### 1 Lodge a Complaint with the Consumers Association of Singapore



You may lodge a complaint against the seller with the Consumers Association of Singapore (CASE), a non-governmental organisation which advocates fair and ethical trade practices. If you do so, the complaint should be supported by documents concerning the dispute, such as the receipt and any written agreement between you and the seller.

Subsequently, CASE will evaluate your situation and advise on the different ways to resolve your dispute. CASE offers two forms of assistance - the assisted scheme and the filed scheme. You have the option to select either scheme for resolution of your dispute.

For the assisted scheme, CASE will prepare a letter to the seller on your behalf. This letter will include the details of the case, as well as your desired outcome. You have the responsibility to deliver the letter to the seller and negotiate for an amicable settlement with the help of the letter.

For the filed scheme, CASE will personally engage the seller and negotiate for an amicable settlement. You will have to become a CASE member to establish a relationship between the association and yourself, so as to allow CASE to represent you to follow up on the dispute. Cases that are not resolved through this representation can be escalated to the CASE Mediation Centre, or alternatives such as the SCT.



### 2 Report the Product to Enterprise Singapore

You may have purchased a consumer product for personal use (e.g. electronic products), before subsequently suspecting that the product is defective and hence unsafe.

If this consumer product is within the purview of the Consumer Protection (Consumer Goods Safety Requirements) Regulations (CGSR), you should report it to Enterprise Singapore, a regulatory agency tasked with ensuring the safety of general consumer products in Singapore.

To report a defective consumer product to Enterprise Singapore, fill in and submit the incident report form which can be found in Appendix G of the CGSR Information Booklet. Enterprise Singapore

will then investigate the matter and will need you to provide details such as when and where you purchased the product.

If Enterprise Singapore determines that the product is unsafe, it will inform the seller and the public of this and instruct the seller to stop selling it. Enterprise Singapore may also require the seller to inform the public of the possible hazards arising from the use of the product.

Sellers who continue to sell unsafe products after Enterprise Singapore has issued public notices on the dangers of such products can be fined up to \$2,000 and/or jailed up to 12 months. Repeat offenders face fines of up to \$10,000 and/or jail terms of up to 2 years.

### 3 Sue the Seller in Court



You may consider suing the seller for compensation in one of the following courts:

Name of Tribunal/Court	Value of Claim
<b>Small Claims Tribunal (SCT)</b>	Does not exceed \$10,000 (or \$20,000 if both you and the seller agree to raise the claim limit)*
<b>Magistrate's Court</b>	Does not exceed \$60,000
<b>District Court</b>	Does not exceed \$250,000
<b>High Court</b>	Exceeds \$250,000

*\*These claim limits are accurate as of 31 December 2018, but will be raised to \$20,000 and \$30,000 respectively in the future. Readers are advised to check the SCT's website for the current claim limits.*

It is advisable to select the option that corresponds with the value of your claim. For instance, if you are claiming \$50,000 in damages, you should seek redress through the Magistrate's Court.

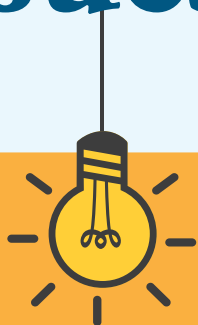
Should you decide to file a claim with the SCT, note that you will have to appear at the tribunal hearing in person. This is because lawyers are prohibited from representing parties there.

Conversely, should you select any other court option, you may consider hiring a lawyer to assist with the preparation of the case, since it may involve the crafting of legal arguments. However, you will have to consider whether the value of your claim is large enough to justify incurring legal fees.

As the adage goes, prevention is better than cure. You should inspect a product before purchasing it, since doing so will alert you to the presence of external defects. You will then be able to make an informed decision on whether to go ahead with the purchase.



# Consumer Issues & Solutions



Dear CASE,

I understand that the Lemon Law protects consumers from the purchase of a defective goods within six months. I bought an air-conditioning unit nine months ago for my bedroom. Recently, I noticed that the air-conditioning unit fails to effectively cool the room. Furthermore, the rattling noise from the fan is louder than usual. Can I seek recourse under the Lemon Law even though six months has passed since the date of purchase?

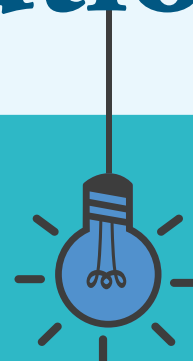
A

Dear A,

Under the Lemon Law, if a defect is found within six months of delivery of the product, it is assumed that the defect existed at the time of the delivery unless the business can prove otherwise. However, if a defect is found after six months of delivery, the burden of proof falls on the consumer to prove that the defect existed at the time of delivery in order to seek recourse under the Lemon Law.

**We want to hear from you!**

Have a story to share? Email it to [editorial@case.org.sg](mailto:editorial@case.org.sg) (max. 200 words).



Dear CASE,

I bought a secondhand car last week. The car dealer inspected the car and claimed that the recurring engine noise was normal and the car was in good condition. Yesterday, I noticed a significant drop in the brake oil and power steering fluid, so I visited the authorised car workshop. The mechanic found out that there was a leak in the power steering pump. I spent \$1,800 on the repairs.

B

Dear B,

The Lemon Law obliges businesses to provide remedies (i.e. repair, replacement, reduction in price or a refund) if a defective good is sold to the consumer. Secondhand goods and vehicles are also covered under the Law.

Hence, you may wish to consider approaching the car dealer to request for recourse under the Lemon Law. However, do note that the Lemon Law does not apply if...

- the defect was caused by the consumer through misuse and/or unauthorised repair;
- the defect was caused by wear and tear, and not an inherent defect; and/or
- the consumer knew about the defect before buying the car.

# SAFE Checklist: Find Cars on Carousell with Peace of Mind



## Standard and Functional Evaluation (SAFE) Checklist

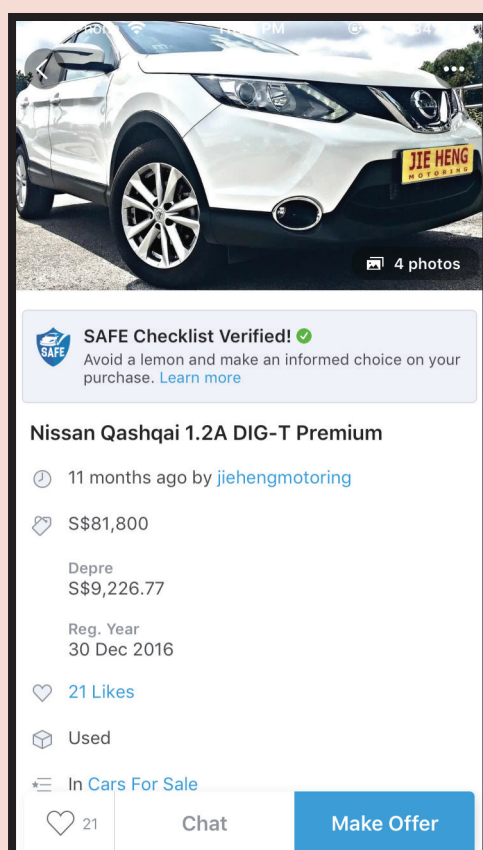
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____



## What is SAFE Checklist Verified?

A good pre-owned car is based on the sum of its parts. Without proper technical knowledge and expertise, the condition of a pre-owned car cannot be fully assessed, which leads to confusion and unnecessary risks for both buyers and sellers. An unbiased, professional evaluation eliminates this issue and provides all parties with a peace of mind.

A SAFE Checklist Verified pre-owned car is one that has been professionally evaluated at a professional evaluation centre listed under the Standard and Functional Evaluation (SAFE) Checklist. In the event of any dispute after delivery of vehicle, the evaluation report will serve as a basis of contest.



## What is the SAFE Checklist?

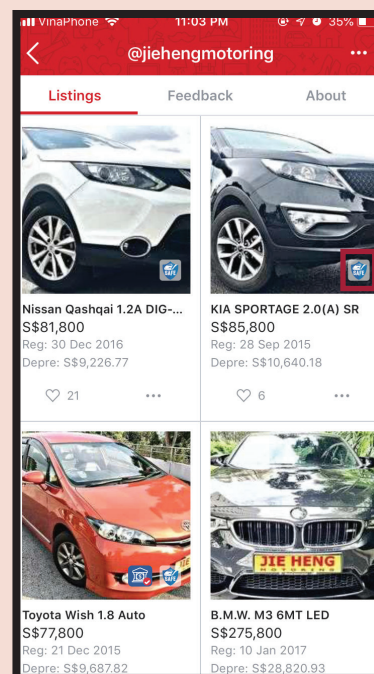
The SAFE Checklist is a comprehensive evaluation guideline for pre-owned cars developed by the Consumers Association of Singapore (CASE). The Checklist is broken down into two parts – Part A: Checks by the Car Dealer and Part B: Checks by the Professional Evaluation Centre.

### Part A: Checks by the Car Dealer:

This section consists of vehicle information and warranty details which is filled in by the seller (dealer). It also comprise a list of functional and visual checks that the seller should take the consumer through to ensure that the pre-owned car is in satisfactory condition.

### Part B: Checks by the Professional Evaluation Centre:

This section helps the consumer understand the result of the checks performed by the professional evaluation centres. It explains the minimum compliance, condition and function checks that ought to be conducted for the pre-owned car.



## Why use the SAFE Checklist?

In Singapore, the Lemon Law protects consumers against defective goods or that fail to conform to contract or are of unsatisfactory quality or performance standards at the time of delivery. The Lemon Law also applies for pre-owned goods such as cars. Any defects discovered within six months from the date of delivery of the car is presumed to have been present at the time the car was delivered.

The use of the SAFE Checklist benefits consumers, who can be assured that their pre-owned car is in satisfactory condition at the time of delivery. It also benefits sellers as consumers are not able to seek recourse for defects under the Lemon Law if the car had undergone an independent evaluation and inspection by a competent third party (i.e. a professional evaluation centre) and had been established to be in satisfactory condition.

Which are the Professional Evaluation Centres listed?

- Automobile Association of Singapore
- STA Inspection Pte Ltd
- VICOM Ltd

At the end of the day, a good-looking pre-owned car is no indicator that it has been well-maintained. Do minimise the risk of transacting a “Lemon” car with proper checks and certification at a professional evaluation centre.







# How to Read Your Credit Report

**Credit Bureau Singapore (CBS) is Singapore's only comprehensive consumer credit bureau that has 100% full-industry uploads from all retail banks and major financial institutions.**

Your credit report provides a holistic view of your credit payment habits. By keeping track of your credit report on a regular basis, you will be

better informed of any changes that have been made to your credit file.

This in turn helps you manage your credit reputation more effectively as well as stay mindful of what the lenders know about you.

With the enhanced credit report, you can also make better borrowing decisions for future credit applications. Furthermore, borrowers who are at risk of credit problems can avoid

running into deeper debt while those who are over-gearred can take steps to reduce their outstanding debt.

An individual's credit report contains information that is uploaded by the Bureau's members on a monthly basis. The data is then consolidated and sorted into sections. The sample credit report below should help you understand your own a lot better.



Co. Registration no.: 300100843C

## V3.0 Enhanced Consumer Credit Report (CONSUMER'S VERSION)

Enquiry Number: 000054641  
Reference: S1234567D\_16102018

### Data Provided

Name: Peter Tan  
ID Type: NRIC  
ID Number: S1234567D  
Date of Birth: 01/01/1960  
Postal Code: 552665  
Enquiry Type: New Applicant  
Product Type: Self  
Applicant Type: Primary

Enquiry Date: 16/10/2018

### Summary

Date of Earliest known Credit Account: 22/03/2004  
Previous Enquiries: 3  
Accounts: 6  
Defaults: 1  
Bankruptcy Proceedings: 2  
Secured Credit Limit: 2,246,000  
Unsecured Credit Limit: 37,000  
Exempted Credit Limit: 0.00  
Debt Management Programme: Y  
ID Theft: Y

### Personal Details

Surname: Tan  
First Name: Peter  
Second Name:  
Fore Names:  
Unformatted Name:  
  
ID Type: NRIC  
ID Number: S1234567D  
  
Date of Birth: 01/01/1960  
Gender: Male  
Nationality: Singapore  
Marital Status: Married  
Address: 122, Sample Street Ave 8, 22-1555, Singapore, 552665

### Additional Identification

Date Loaded	ID Type	ID Code
31/01/2017	Passport	A524575

### Additional Names

Date Loaded	Name
10/03/2018	Peter Tan
25/07/2017	Peter Tan A.K.
01/01/2016	Tan A.K.
30/11/2015	Tan Peter
28/07/2012	A.K. Tan Peter

### Additional Addresses

Date Loaded	Addresses
01/10/2018	55A, Jalan Ampang, 11-1234, Kuala Lumpur, F54126
25/08/2018	35B, Gardens Drive, Singapore, 556002
30/07/2018	99, Tuas Link, 15-01, PFS Tower, Singapore, 855132



A quick summary of the report which indicates:

- Your first credit account recorded with CBS
- Number of times that your credit file has been accessed and reviewed by lenders in response to your credit applications, this includes self-checks as well
- Number of credit facilities with lenders
- Number of defaulted accounts with lenders
- Aggregate credit limit based on secured, unsecured and exempted credit facilities
- A "Y" flag will be indicated if you are part of the monthly debt instalment plan by Credit Counselling Singapore
- A "Y" flag will be indicated under your initiation in the event you lose your ID and you wish to alert lenders for precautions

Display of last three full address details (where available) are captured as per provided for by the Members of Credit Bureau Singapore



## Credit Bureau Singapore

### Account Status History

Product Type	Grantor Bank	Account Type	Date Open / Close	Overdue Balance	Last 12 cycles Cash Advance/ Bal. Transfer/ Full Payment
Unsecured Credit Card	Bank A	Single	22/03/2004 05/03/2016	6500.00	WHHHHHDCBA* NNNNNNNNYY- NNNNNNNNNN
HDB Loan	Bank A	Joint	10/10/2014		AAAAABAAAA
Executive Condominium Purchase	Bank B	Single	01/08/2018		A
Unsecured Personal Loan	Bank B	Single	01/09/2010		CBAADDDDCBA
Private Residential Purchase	Bank C	Single	30/11/2004 20/07/2018	20000.00	RHDDDCBAACBA
Mortgage Restructured Loan	Bank C	Single	20/07/2018		AA

### Previous Enquiries

Date	Grantor Bank	Enquiry Type	Product Type	Account Type
01/07/2018	Bank A	New Application	Executive Condominium Purchase	Single
25/05/2018	Bank A	Review	HDB Loan	Joint
20/12/2017	Bank C	Review	Motor Vehicle Loan	Single

### Default Records

Product	Client	Date Loaded	Original Amt at load Date	Balance	Status	Status Date
Unsecured Credit Card	Bank A	05/03/2016	6500.00	6500.00	Sold Off	08/04/2016

For status on defaults which are related/ linked to bankruptcy, please refer to Bankruptcy Proceedings on the latest update.

### DRS Records

DRS Case Number	Status	Commencement Date	Completion Date	Failure Date
D 111112011A	In Progress	20/04/2016		

### Bankruptcy Proceedings

Bankruptcy data is match to the input of ID type and number.

Bankruptcy Number	Order Date	Petition Date	Original Order Date	Gazette Date
11111	01/03/2013			
Bankruptcy order / In default of statutory demand.				
11111	30/10/2016			
Notice of discharge by certificate of the official assignee under section 1225(3) of the bankruptcy act.				

This section records individuals who are part of the Debt Repayment Scheme (DRS). DRS is a voluntary and debtor-driven scheme administered by the Official Assignee under the Bankruptcy Act (Chapter 20), for debtors

with unsecured debts not exceeding \$100,000. Debtors will commit to the DRS and repay their debts over a fixed period of time of not more than five years.

This section is the main gist of the report as it captures all your credit facilities that you own and your repayment behaviour in the last 12 months. Lenders will be able to have an overview of your timely repayments and assess if you are a good paymaster or not.

The first row indicates promptness of payment in the last 12 payment cycles.

The second row records any cash advance or balance transfer taken up on your credit card.

The last row is an indication of any full payment that has been made to your credit account.

This section records all enquiries by lenders, for example, in response to loan applications by you. If you have applied for five new credit cards within a week, five "New Applications" will be reflected in your credit report. This could affect your credit score as multiple credit applications have been made within a short period of time. Always exercise caution when applying for new lines of credit.

This section records defaults on your credit facilities, if any. This information will be retained for three years upon full/ negotiated settlement.

This section records the bankruptcy order and notice of discharge. This information will be retained for five years from the date of discharge from bankruptcy. Bankruptcy records are sourced from Insolvency Public Trustee Office.

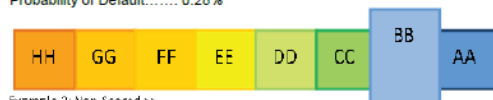
### Bureau Score

The Bureau Score is calculated from an algorithm based on information in your current available credit data and is a fluid number which may change from time to time in tandem with changes in your credit information.

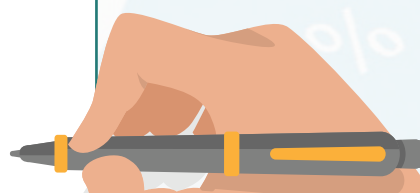
The Bureau Score or this Credit Report does not draw any conclusions or make credit decisions for financial institutions. The Bureau Score is only one of various pieces of information used by financial institutions in their credit assessment process. The use of the Bureau Score by a financial institution for credit assessment is entirely optional. Each financial institution has its own internal credit score and risk profile for each applicant including the applicant's financial and demographic information. Credit Bureau (Singapore) Pte Ltd is not involved in any way in the credit decision process of the financial institution.

Example 1: Scored >>

Score.....: 1908  
Risk Grade.....: BB  
Risk Grade Description.....: Score 1844 - 1910: Prob of Default between 0.27% to 0.67%  
Probability of Default.....: 0.28%



A credit score is a number that represents a consumer's risk level based on their credit history at a particular point in time. The higher your score, the lower the likelihood of you being delinquent in repayment.



## Aggregate Outstanding Balances

This section captures the amount owed to the lenders each calendar month. This includes the unbilled portion of any interest-free payment plans you have previously signed up for.

Aggregated Outstanding Balances

Month	Product Type	Grantor Bank	Secured Balances	Unsecured Balances Interest Bearing	Unsecured Balances Non-Interest	Exempted balances
September 2018	Unsecured Credit Card	Bank A	0.00	6,500.00	0.00	0.00
	HDB Loan	Bank A	157,000.00	0.00	0.00	0.00
	Executive Condominium Purchase	Bank B	1,700,250.00	0.00	0.00	0.00
	Unsecured Personal Loan	Bank B	0.00	0.00	1500.00	0.00
	Mortgage Restructured Loan	Bank C	75,000.00	0.00	0.00	0.00
<b>Total</b>			<b>1,932,250.00</b>	<b>6500.00</b>	<b>1500.00</b>	<b>0.00</b>

Aggregated Outstanding Balances for Preceding 5 Months

August 2018	All	All	1,938,850.00	5,000.00	2000.00	0.00
July 2018	All	All	1,945,450.00	4,000.00	2000.00	0.00
June 2018	All	All	1,952,050.00	3,000.00	3500.00	0.00
May 2018	All	All	1,958,650.00	2,000.00	4000.00	0.00
April 2018	All	All	1,965,250.00	1,000.00	4500.00	0.00

## Aggregate Monthly Instalments

This section records the payment amount owed to the lender at a specific date each calendar month. The monthly instalments will include the granular amounts for each facility provided by our member banks for the previous month and aggregated amounts for the preceding five months.

The aggregated monthly instalment amount is a summation of all the payment amounts due by product type. This can include the monthly instalment amount due, interest, overdue charges, and the amount to be serviced in that month.

The use of the credit report is one of the risk assessment tools that banks use to evaluate on your creditworthiness and assess your financial soundness. A good credit repayment history will make it easier for you to obtain credit and to qualify for big-ticket items such as taking out a mortgage and getting a car loan.

Banks will usually look out for repayment status of credit facilities, default records or past bankruptcy. Other things that are significant include credit-related information

on the number of existing credit facilities, new inquiries, outstanding balances and overdue balances in your credit report.

If you have applied for a new credit facility in the last 30 days with any of CBS member banks and financial institutions, you can receive a complimentary copy of your credit report from CBS. Otherwise, you can purchase your report online to understand your credit report better.

Aggregated Monthly Instalments

	Product Type	Grantor Bank	Account Type**	Property***	Non-Property Secured	Unsecured	Exempted
September 2018*	Unsecured Credit Card	Bank A	Single	0.00	0.00	6500.00	0.00
	HDB Loan	Bank A	Joint	2800.00	0.00	0.00	0.00
	Executive Condominium Purchase	Bank B	Single	2500.00	0.00	0.00	0.00
	Unsecured Personal Loan	Bank B	Single	0.00	0.00	1500.00	0.00
	Mortgage Restructured Loan	Bank C	Single	1300.00	0.00	0.00	0.00
<b>Total</b>				<b>6600.00</b>	<b>0.00</b>	<b>8000.00</b>	<b>0.00</b>

Aggregated Monthly Instalments for Preceding 5 Months

August 2018	All	All	-	6600.00	0.00	7000.00	0.00
July 2018	All	All	-	6600.00	0.00	6000.00	0.00
June 2018	All	All	-	N/A	N/A	N/A	N/A
May 2018	All	All	-	N/A	N/A	N/A	N/A
April 2018	All	All	-	N/A	N/A	N/A	N/A



# Shop Smart and Stay Safe during the Lunar New Year

Lunar New Year is around the corner and families are gearing up for the festivities. As you shop for the essentials and prepare to throw a feast, these important tips can help you get the most out of your money as well as ensure your family spends the holidays safely and without mishaps.

## Weighing scales should not lie

Get what you pay for when shopping for food and snacks. Practice the three-step check to avoid being short-changed:

1. Always make sure that weighing scales are set to zero before items are weighed
2. Ensure that there is no extra weight such as packaging or containers
3. Check for the ACCURACY label on weighing scales

All weighing and measuring instruments used by retailers have to bear the ACCURACY label and be certified annually to show that they are accurate. Learn more at [www.enterprisesg.gov.sg/weights-measures](http://www.enterprisesg.gov.sg/weights-measures).



## Dress smart

As you shop for new apparel to spruce up your kid's wardrobe, try not to base your buying decisions solely on the design. Safety considerations are just as important. Always take into account how certain embellishments and accessories can be a potential hazard to young children.

### Avoid clothes with drawstrings and sashes

- Refrain from buying clothing with attachments such as large ruffles and long strings as they may cause strangulation or suffocation.
- Avoid clothing with drawstrings, especially around the neck.
- Instead of drawstrings or sashes, consider clothing with snap buttons or Velcro.

### Be careful when buying fashion accessories for children

- Accessories should not break easily or contain small parts that can come off easily and be swallowed by children.
- Avoid buying metal jewellery. Harmful metals such as lead, cadmium and nickel may leach out when chewed or swallowed.

## Stay safe while cooking up a storm

Ensure that safety remains a top priority when you prepare food for the family this festive season.

### Check glass surfaces for cracks

- Avoid using appliances such as glass-top gas hobs and ovens if there are cracks on their glass surfaces. Even minor cracks can result in glass shattering.
- Do not try to repair damaged appliances by yourself. They should be serviced by a licensed technician.

### Pay attention to electrical cords

- Avoid using appliances with cracked or frayed electrical cords.
- Always have them replaced with a new one or repaired by a licensed technician.

Many cooking appliances need to be tested to specified safety standards and affixed with the SAFETY Mark before they can be sold in Singapore. For the full list of household appliances, visit [www.enterprisesg.gov.sg/consumer-protection](http://www.enterprisesg.gov.sg/consumer-protection).



## Don't let accidents at home spoil your festive fun

You have an important role to play in keeping your family safe. In addition to the tips above, proper usage and maintenance of home and electrical appliances can help to ensure no accidents or injuries spoil your festive mood.

For more consumer safety tips, visit [www.enterprisesg.gov.sg/safety-tips](http://www.enterprisesg.gov.sg/safety-tips).

# OPEN ELECTRICITY MARKET

## SHOP FOR YOUR ELECTRICITY RETAILER WITH CONFIDENCE!

The Open Electricity Market gives you the choice of buying electricity from SP Group or from an electricity retailer. No matter who you choose to buy electricity from, your electricity supply will stay the same.

### THINGS TO KNOW BEFORE SHOPPING FOR AN ELECTRICITY RETAILER...

#### 1 Take time to consider your choices

Switching to a retailer is not compulsory and there is no deadline to switch. Take the time to understand your options and price plans available. You can switch anytime at your convenience.

#### 2 Your security deposit will be protected

Some retailers may collect a security deposit. They are required by the Energy Market Authority (EMA) to safeguard and return the security deposit to you at the end of the contract or if they cease operations.

#### 3 You can switch back to SP Group

Your retailer will inform you at least 10 business days before your contract expires. Your options are:

- Re-contract with your existing retailer
- Switch to a new retailer
- Switch back to SP Group at the regulated tariff

### HOW TO START SHOPPING FOR A RETAILER



#### LEARN

Visit [www.openelectricitymarket.sg](http://www.openelectricitymarket.sg) to understand your options and how the Open Electricity Market works.



#### COMPARE

Visit [compare.openelectricitymarket.sg](http://compare.openelectricitymarket.sg) to compare the different standard price plans offered. You can also approach the retailers directly to find out what they have to offer.



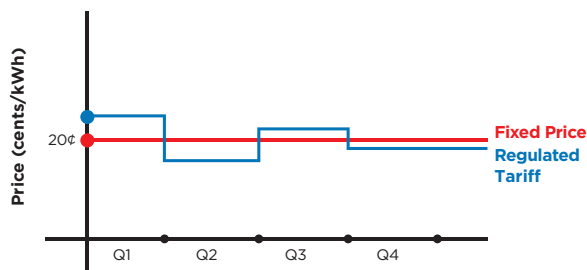
#### SWITCH

Read the Fact Sheet of your preferred price plan and the Consumer Advisory that outlines the important things you need to know before signing up with a retailer.

## STANDARD PRICE PLANS THAT YOU CAN CHOOSE FROM

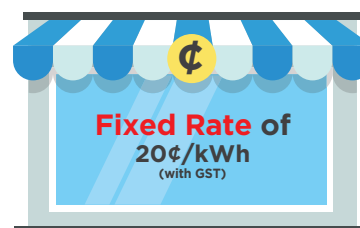
There are two standard price plans: **Fixed Price Plan** and **Discount Off the Regulated Tariff Plan**. These plans come with all-inclusive electricity rates. This means you pay the rate as stated by the retailer. Standard price plans also come in a 6, 12 or 24-month contract duration.

### 1 Fixed Price Plan



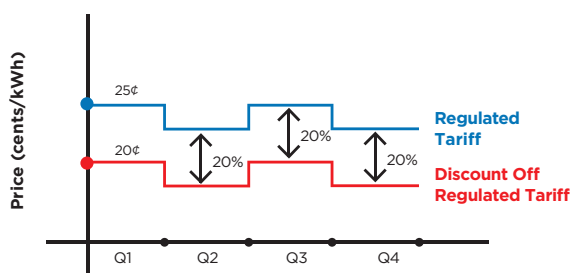
Pay a **fixed rate** throughout your contract duration. The rate can be higher or lower than the regulated tariff.

For example, your monthly bill could look like:



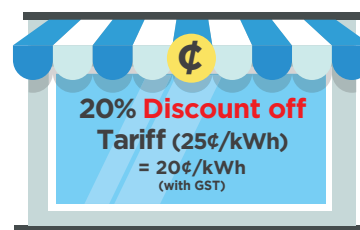
**x 400 kWh\* = \$80** (with GST)  
(monthly consumption)

### 2 Discount Off the Regulated Tariff Plan



Enjoy a **fixed discount** throughout your contract duration. The rate will change as the regulated tariff changes.

For example, your monthly bill could look like:



**x 400 kWh\* = \$80** (with GST)  
(monthly consumption)

Figures and graphs stated are for illustration purposes only.  
\* Kilowatt-hour (kWh) is used to measure your electricity usage over time.

Which plan is for you?

**Fixed Price Plan**

Pay the **same rate** every month

**Discount Off the Regulated Tariff Plan**

The rate may **change every quarter** but will be **lower than the regulated tariff**

Visit **[www.openelectricitymarket.sg](http://www.openelectricitymarket.sg)** or call **1800-233-8000**.

LEARN MORE  
ABOUT THE  
OPEN  
ELECTRICITY  
MARKET



# Are Disposable Chopsticks



## in Singapore Safe?



With increased convenience, many of us use disposable cutlery for our takeaway food. The Consumers Association of Singapore (CASE) commissioned a test on 20 samples of disposable chopsticks<sup>1</sup> sold

for sulphur dioxide residue, which may be harmful to one's health in excessive amounts. The test results showed less than 400mg/kg of sulphur dioxide found in all samples.

### What is sulphur dioxide and why should you be concerned?

Sulphur dioxide is often used as a bleaching agent and to prevent the growth of mould and pests in disposable chopsticks. Excessive sulphur dioxide may negatively affect the human respiratory system. It also reacts easily with substances to form harmful variants, such as sulphurous acid and sulphate particles. People who are allergic to these variants may develop difficulties in breathing and skin allergies.

### How was the test conducted?

Mystery shoppers from CASE purchased 20 different samples of disposable chopsticks. They were selected at random and purchased from departmental stores, supermarkets and stores in the heartland areas. Disposable chopsticks provided for takeaway at cooked food stalls and eateries were excluded due to potential traceability issues.

The samples were sent to our designated test lab and tested using a methodology adopted from the Pearson's Composition and Analysis of Foods (1991).

### What were the test results?

According to the test results, a range of residual sulphur dioxide between 7mg/kg and 364 mg/kg was detected in the 20 samples.

### What are the standards here and in the region?

Currently in Singapore, there is no specific standard regulating the amount of sulphur dioxide residue in disposable chopsticks.

In the People's Republic of China, the Standardisation Administration that administers the Guobiao Standards, states that sulphur dioxide residue should not exceed 600 mg/kg in disposable chopsticks. In Taiwan, their Food and Drug Administration has a Sanitation Standard for Disposable Chopsticks which indicates that the sulphur dioxide residue found in disposable chopsticks should not exceed 500 mg/kg.

Separately, residual substances present in food-contact articles do not pose any food safety concern unless they migrate from the food contact articles into food. According to the Agri-Food & Veterinary Authority (AVA), disposable utensils used in Singapore meet safety standards for migration and are safe for handling food.

### What's next for you?

Although the results show that disposable chopsticks are generally safe for use, consumers are advised to err on the side of caution and avoid using disposable chopsticks that:

- **Appear too white.** As sulphur dioxide is used as a bleaching agent, disposable chopsticks that appear too white are likely to have been bleached before, thus potentially containing sulphur dioxide.
- **Smell bad.** Disposable chopsticks that give off a pungent smell should also be avoided as this may indicate plausible chemical use.

Lastly, disposable chopsticks are meant for single-use and consumers are advised not to use them repeatedly.



<sup>1</sup> Disposable chopsticks refers to chopsticks made from bamboo or wood that are intended for direct usage without washing or rinsing, and are not re-used.



## List of 20 Disposable Chopsticks Tested and the Results

No	Name and Packaging	Purchased From	Distributed By	County of Manufacture	Sulphur Dioxide (SO <sub>2</sub> ), mg/kg
1	Yanagi Chopstick 20 pairs	Iroha Mart 133 New Bridge Road #B1-11 Chinatown Point Singapore 059413	-	Japan	7
2	精品筷 Chopstick 29 pairs	SKP Pte Ltd 90 Hougang Ave 10 #04-12 Singapore 538766	-	-	47
3	Party's by Goldshines Disposable Chopstick 50 pairs	Isetan Singapore 3 Gateway Drive Singapore 608532	-	-	67
4	Home Proud Disposable Chopsticks 50 pairs	NTUC Fairprice Blk 135 Jurong East St 13#01-337 Singapore 600135	NTUC FairPrice Co-operative Ltd No. 1 Joo Koon Circle Level 13 Singapore 629117	Vietnam	81
5	No Brand 80 pairs	Wei-Ji Trading Blk 335 Smith Street #01-160 Chinatown Complex Singapore 050335	-	-	89
6	Simply Living Wooden Chopsticks 50 pairs	Cold Storage Star Vista, 1 Vista Green #B1-02/35/36 Singapore 138617	DFI Brands Limited, 5/F Devon House, Taikoo Place, Quarry Bay, Hong Kong	China	129
7	竹箸 75 pairs	Unihome 21 Ghim Moh Road #01-193 Singapore 270021	-	-	147
8	Grace Party Wares Wooden Chopsticks 40s 40 pairs	MCP Fairmart Pte Ltd Blk 135 Jurong Gateway Road #01-317 Singapore 600135	-	-	170
9	Grace Party Wares Bamboo Chopstick 21cm x 100s 80 pairs	MCP Fairmart Pte Ltd Blk 135 Jurong Gateway Road #01-317 Singapore 600135	-	-	175
10	White Poplar Genroku Chopsticks No Envelope 70 pairs	DAISO 2 Jurong East Central 1 #02-06 JCUBE Singapore 609731	DAISO Industries Co. Ltd 1-4-14 Saijyo Yoshiyukihigashi, Higashihiroshima, Hiroshima, 739-8501 JAPAN.	China	178
11	SKP 70 Pairs	SKP Pte Ltd 90 Hougang Ave 10, #04-12 Singapore 538766	-	-	251
12	KW-Chops-Bamboo 100 pairs	SKP Pte Ltd Blk 531 #01-60, Upper Cross Street Singapore 050531	-	-	263
13	Ez Cook Bamboo Chopsticks 50 pairs	Japan Home (Retail) Pte Ltd 1 Vista Exchange Green, The Star Vista #B1-29 Singapore 138617	Japan Home Centre (H.K.) Ltd 20/F, Tower B, Southmark, 11 Yip Hing Street, Wong Chuk Hang, Hong Kong	-	271
14	Aspen Genroku 80 pairs	SKP Pte Ltd Blk 531 #01-60, Upper Cross Street Singapore 050531	-	-	300
15	Bamboo Chopstick 30 Pairs/Pkt 30 pairs	Offer & Save Blk 827 Tampines St 81 #01-136 Singapore 520827	-	-	311
16	元禄箸 白楊材 100 pairs	Japan Home (Retail) Pte Ltd 1 Vista Exchange Green, The Star Vista #B1-29 Singapore 138617	福岡県筑紫野市二日市南 3-7-15 Fukuoka Japan	China	320
17	Longfeng Disposable Chopstick 30 pairs	Ames One (Asia) Pte Ltd Blk 531 Upper Cross St, #01-58 Hong Lim Complex, Singapore 050531	-	Huizhou, Guangdong China	332
18	Arrow Globe (Welcome) 80 pairs	Ames One (Asia) Pte Ltd Blk 531 Upper Cross St #01-58 Hong Lim Complex Singapore 050531	-	-	335
19	BM 40 Disposable Bamboo Chopstick CleanPac 天然竹筷 30 pairs	Super Budget Store 19 Ghim Moh Road #01-255 Singapore 270019	-	-	364
20	Pacific 遠洋 86 pairs	Good Price Hub 135 Jurong Gateway Road Singapore 600135	-	-	364

Note: The above list is sorted by the amount of residual sulphur dioxide, from lowest to highest.

# Bought a 'Defective' Pet?

## Look to the Lemon Law



### How are pets covered under the Lemon Law?

The Lemon Law provide recourse for consumers who buy defective goods or goods that do not conform to contract at the time of delivery. It covers all general consumer goods purchased in Singapore, which also includes the purchase of pets such as dogs, cats, birds, fishes, terrapins and other small mammals.

### When is a pet considered to be 'defective'?

A pet could be deemed as 'defective' if it was sick or injured during the time of delivery. Under the Agri-Food & Veterinary Authority of Singapore's (AVA) licensing conditions for pet retailers\*, all animals displayed for sale must be healthy and in a good condition. Sick, diseased and injured animals have to be removed from display and given appropriate treatment before they can be displayed for sale again.

Alternatively, a pet could be considered as 'defective' if it does not conform to contract. For example, a crossbred being sold to the consumer who requested for a purebred dog.

Animals are complicated as they are living things. Therefore, the law does not specifically define what constitutes a 'defect'. This provides flexibility for both the retailer and the consumer to work out a mutually acceptable agreement in the event of a dispute. For example, if the pet was ill, the retailer could compromise by paying for its medical treatment.



### Exceptions to the Lemon Law

Consumers should note that they are not covered under the Lemon Law if they had caused the 'defect' in the first place, such as neglecting the pet or not taking enough precautions to prevent the pet from falling ill. In addition, consumers cannot lodge a claim if they had known about the 'defect' before they bought the pet or if they had simply changed their mind and no longer want the pet.

### Tips for Consumers

- **Know your rights.** The Lemon Law protects consumers who buy 'defective' pets.
- **Do your own research.** Consumers should ensure that the pet is healthy and in good condition before making a purchase decision. They should also do their own research and patronise responsible and reputable pet retailers.
- **Know the regulations.** Consumers can check out AVA's website to find out more about the regulations governing pet ownership in Singapore. Tips on proper care of pets are also readily available on their website
- **Verbal agreements** should be committed in writing for ease of dispute resolution. Consumers should also request for receipts or proofs of transaction.
- **Know the methods of dispute resolution.** Consumers who are unable to resolve their dispute with the pet retailer can approach the Consumers Association of Singapore (CASE) for further assistance

\*<https://www.ava.gov.sg/explore-by-sections/pets-and-animals/animal-related-businesses/pet-shops>.



# Consumer Happenings

Car buyers visiting the automotive show Cars@Expo learned more about the importance of sending their pre-owned car for professional evaluation as well as their consumer rights under the Lemon Law.



Snippets!



CASE participated in the MyNiceHome Roadshow at Hong Kah North Community Club to provide tips to new home owners on engaging a renovation contractor or interior designer for their home renovation.





# One Man's Tale of Resisting the Seducing Spa Sirens of Singapore



By Dr Gary Low

**Why do people give in to pressure selling in the slimming and beauty industry? One consumer law professor explores the dazzling experience of stepping into a spa.**

It sang to me like a siren to Odysseus. It sat silently in my inbox, but its call was deafening and irresistible.

It was a Groupon voucher for S\$38 for a one-time body analysis, consultation and fat reduction session at a spa located in the heart of the city. Guaranteed visible results without the prohibitive cost and hassle of liposuction, I thought.

I'll be honest about why I was attracted to this. For one, it's cheap. And the cheapness in me I cannot deny.

For another, a decade of being a stress-fuelled binge eating, beer guzzling twenty-something was long over but the consequences persisted and visibly at that.

And I was lazy. Why spend months sweating it out in the gym or early mornings jogging in the park when an inexpensive session in comfortable settings is all that is required? So I clicked, and that was that.





## Posh Facades

The façade of the spa was posh, with deep maroon and velvety furniture and fixtures, and dim lighting, giving off a sense of comfort and luxury. Music played in the background, and a light breezy scent filled the air, perhaps for the same purpose why frankincense and myrrh were once used, to distinguish patrician from plebeian.

The ladies who greeted me were polite to a fault and very friendly. Indeed, my visual, auditory and olfactory senses were already overpowered; I felt disarmed.

I was casually led to a room and asked to partially disrobe. It was explained to me that the machine used to analyse my body composition required skin contact. The machine had sparkly bits and bobs, and whirred inconspicuously. It was over in a matter of minutes.



## The Bad News and the Good News

The spa clinician sat me down over a cup of tea, steam wisping over the cool air. She said, glancing sternly at the machine printout, there was nothing overtly alarming about the numbers. But things were not ideal either.

I had higher than normal bodily fat deposits in certain key areas, and these may have health implications. The visible consequence was that my body was disproportionate.

The insinuation was that my body was both unhealthy and ugly. I was evidently a walking, expiring, conference pear.

She then took me to an adjacent, posh-looking room. While in my state of semi-undress, she casually mentioned that the trial session I was entitled to would not yield immediate results. Instead, I should consider upgrading to a different and technologically more advanced treatment package.

A fearsome looking machine would then target and shoot invisible beams and freeze my recalcitrant fat cells, and thereafter have them somehow vapourised, she said. Okay, I started to think, Darth Vader was trying to sell me the Death Star.

She passed me a pamphlet with a lot of words. It included a picture of a local celebrity with a lithe body and a charming smile. Wow, if a celebrity endorses the Death Star, it must be true, I interpret the subliminal messaging.

"I" wasn't a "really bad case", she said. So all I needed was ten sessions at S\$5,888. My eyes widened noticeably.

Within half a breath, Darth Vader added that that was the usual price, but since I got to know them via their Groupon offer, I could get a promotional price of S\$3,888. Nobel laureates Daniel Kahneman and Amos Tversky call this technique "anchoring and adjusting".



## Many Options – To Pay

She added that they accepted a dazzling array of credit cards and instalment plans. I looked away towards the dark wood laminate flooring, avoiding her intent gaze.

I flashed her a glance, and noticed she wasn't looking so confident any longer. Her voice, wavering almost imperceptibly, suggested I trial a session for a top-up of S\$88.

Sheepishly I acquiesced. I was embarrassed and wanted to avoid further embarrassment to her. She gave me a crooked smile.

A rod protruded from the machine, with a suction cup on its head. She placed it on my belly where my 19-inch rims were beginning to form. It was cold to the touch and the session was shorter than a mini Thai massage. It ended, I dressed, I paid, I left.



## A Pipe Dream

The conclusion was clinical and business-like. Perhaps they did not entertain much optimism I might be a repeat customer. The red silhouette left by the cup remained for a few days.

For every one of those days, I stood religiously before my full-length mirror, willing my eyes to detect even a minuscule of a dent in my Great Wall of Fat. On some days I seemed fitter, on other days, fatter. I seemed to myself the same after the redness disappeared.

For some time after, I wondered whether I should have taken up the package.

I don't wonder anymore. I wasn't so much sold a couple of dates with a machine, but a pipe dream. A dream of Aristotelian physical perfection, piping superficial opiates to dull our bodily and emotional insecurities.

If someone were to talk to me about this in a brightly-lit hawkers centre, these concerns probably wouldn't triggered. But entice someone into a carefully curated context and that just might happen.

Did I, at any point in time, feel pressured? Definitely. But was it externally applied or self-induced? Probably both.

What seems apparent to me is that the typical customer who even thinks of going through some kind of beauty treatment already feels some vulnerability. And, once he or she walks through those doors, those vulnerabilities are accentuated and made apparent.



## Was There Pressure? Yes and No

We gloss over the suspicion that the clinician also wears the salesperson's hat, invariably entangling their obligation to advise us what the best treatment plans would be, taking into account our interests, with that of raw, unadulterated commission or profit.

The law says that any contract must be entered into freely. There must be no pressure or influence unduly exerted.

Clearly, if I was detained for hours on end until I signed a ten-session package, or if my credit card was withheld and swiped for a four-digit sum instead of two, the law voids those transactions.

If I came in for a S\$38 Groupon session, and embarrassment and alarmist language convinced me into topping up S\$88 for a different treatment or S\$3,888 for a package, was there undue pressure?

Pressure comes in many forms, and when applied, may be soft in form though hard in its reception. The pressure I certainly felt varied in both intensity and emotional response.

It wasn't so much I had lost my faculty of decision, but there was to me a significant degree of background noise interfering with my own ability to evaluate what was in my best interest. At some level of generality, what happened to me at the spa is no different than being smooth talked into plunking my pension into Profitable Plots, a scheme that promised many Singapore investors high returns buying UK land.

Both, after all, deliberately arouse our base desires: Greed and vanity. What might differentiate one from the other, then?

There is something to be said about inducing a person to debase his own bodily imperfections in so naked a manner as a sinner before God. If absolution could so easily be bought, who wouldn't be tempted?

In hindsight, the experience made me feel like an insect fumbling towards a Venus fly trap. I could self-flagellate and say I ought to have known better. That would indeed be true if I were perfectly rational and emotionless. But then, I wouldn't quite be human, either.

I could blame the law for not protecting me from such practices. Yet I know the law's limits mean it frequently functions reactively, mopping up the tears spilt lamenting an error already made.

The fact is we all make mistakes; it's the human condition. For some of us, it is also human to try to take advantage of that condition.

My view? If something is too good to be true, it often is. Don't take the bait.

If you do, then take heed of Homer's advice to resist the seducing calls of these spa sirens: Fill your ears to the brim with wax.



# 网购商品 如何退货?



By 黄奉彬 (消基会南区分会义务律师、执业律师)

## 案情



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