

The Consumer

A PUBLICATION OF THE
CONSUMERS ASSOCIATION
OF SINGAPORE

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President's Message



Dear readers,

Every year, consumers pay deposits in advance to businesses before they receive the service or goods. Paying before receiving the goods or service is a common practice across many industries, notably beauty packages and fitness club memberships. Many businesses do often collect some form of payment in advance, either to secure the commitment of the consumer or for acquiring materials. However, consumers need to understand the risk of losing their

prepayment in the event of an abrupt closure before the business fulfils their obligations.

You can mitigate your losses for prepayment via many ways, one of which is to make progressive payment instead of paying the full amount for a contract. To illustrate the risk of not making progressive payment, we share a story of how a consumer lost money for a home renovation contract.

Also in this issue, our friends from Consumer New Zealand shares with us a few things that we ought to know about cancellation of a gym contract. There are some Singaporeans who had suffered large financial losses in recent years due to the sudden closure of a fitness centre. Hence, consumers should find out more about their rights and the risks involved before signing up for a gym or personal training membership.

Building on what consumers need to know before joining a fitness centre, CASE highlights the risks of committing too much prepayment on a gym membership or fitness classes. We explore choices that can better help consumers protect their dollar.

Another form of payment method that Singaporeans might have grown accustomed to is paying with e-wallets such as EZ-Link cards and NETS CashCards. Recent years have seen even more e-wallets appearing with an even wider range of use, resulting in rising popularity amongst consumers. MoneySense dives into the details surrounding e-wallets so readers can have a better understanding of how it works.

On the same note of protecting your assets, the National Crime Prevention Council gives us an insight into loan scams in Singapore and how readers can prevent themselves from falling prey to these elaborate scams.

Happy reading!

Lim Biow Chuan
CASE President

A background image showing a silver step ladder on the left and various painting supplies on a white protective cloth on the floor. The supplies include a red bucket with brushes, a yellow sponge, a paint tray, and a yellow and black striped cloth. There are also some yellow paint splatters on the cloth.

Why Choose Progressive Payment For Your Home Renovation

As pragmatism is on the rise, many (if not all) Singaporeans subscribe to the unromantic “BTO first, propose later” ideology. A flat allocation system by the Housing and Development Board (HDB), Build-To-Order (BTO) sets out to meet the housing needs of Singaporeans. In 2019, more than 20,000 flats were offered under the BTO and Sale of Balance Flats (SBF) exercises.

During the festive season, in addition to the typical myriad of arguably privacy-intruding questions concerning marriage and family planning, I sat through multiple conversations with cousins and friends sharing their (mostly unpleasant) experience about getting their “dream home”. There were plenty stories of how interior designers enticed them with impressive artwork and promises and even unrealistic completion dates.

Of all the stories that I heard, one stood out most prominently – a close friend and her husband had collected the keys to their BTO flat in the second quarter of the year. The newlyweds intended to commence renovation works as soon as possible as they planned to move into their new nest before the Lunar New Year. Excited to embark on this new chapter, they quickly committed to a 70% down payment even though they were not sure if the contractor was up to the job. A well-done 3D artwork could often flatter to deceive and my friend herself admitted she was initially convinced solely by the pretty artwork. On top of that, the renovation company's responsiveness or the lack of started to worry the couple that they might not be capable of completing the work in the timeframe that was promised.

A couple of months into the renovation, their worst fears turned true. Botched renovations as far as the eye can see - flaky walls, misaligned tiles, electrical wiring not done properly, doors not fitting in well with its opening. These defects were met with repeated excuses from the contractor and constant blame pushing. All these coupled with delayed timelines marred what should have been an exciting time for the pair of lovebirds.

With only three months left before the Lunar New Year, their nest-in-progress had more than three-quarter of work left to be done. To make things worse, attempts to contact the contractors became increasingly frustrating as they became almost non-responsive. Not wanting to miss the auspicious date, they resorted to engaging another renovation company to help complete the project. Although they eventually managed to move into their 'dream home' before the deadline, they had to fork out much more than what they had budgeted.

While I do empathise with them, the only advice I could offer was that they learn from their painful experience

and not repeat their mistake in the future. I believe such experiences are not unique to them, as many others have fallen prey to marketing tactics and exaggerated claims from renovation companies. It is made worse by the fact that they are inexperienced and have no one who's been around the block to advise them.

Therefore, when signing renovation contracts, always remember that you are entitled to negotiate for progressive payment instead of paying the full amount upfront. For example, consumers can request for payment to be made in milestones such as:



10% deposit upon signing the contract.



80% paid in stages as each step of the renovation work (e.g. carpentry, plumbing, painting, etc) is completed.



Final **10%** payment to the contractor after satisfactory completion of all works.

This is a good way for payment to be made that is both fair to the contractor, who has legitimate expenses, whilst concurrently protecting the consumer's wallet.





They Offer You Low Interest Your Money Is Their Only Interest

ALERT !!

Case Study

I responded to an advertising message offering loan at a very low interest rate. I responded to the advertisement and the person-in-charge (A) urged me to submit my personal particulars such as CPF statements, SingPass details and pictures of my Identity Card. As I was really in need of cash, I submitted the requested information via WhatsApp. When the so-called loan was “approved”, I got another call from another person (B). This time, I was asked to pay 7% GST before the loan amount could be deposited into my account. I felt that something was amiss so I went to the Ministry of Law website to check if this company was registered and found out it was not. That was when I knew I got scammed.

When I asked for my application to be cancelled, (A) threatened to pay me a “visit” one day and burn my house.

The whole experience was really horrifying so I would like to urge everyone to stay vigilant and not respond to any advertisements offering loans.

CANCEL



★ Loan Scams

Did you know that in 2019, a total of 1,772 loan scam cases were reported with S\$6.8 million lost to this scam alone?

Victims would typically receive an SMS or WhatsApp text message offering loan services. The sender may even claim to be a staff from a licensed moneylender. Interested parties are then instructed to transfer a sum of money as a deposit before the loan can be disbursed. However, after transferring the money, no loan was disbursed. It is only after contacting the moneylender the scammer claim to represent, that the victims realise the person they have been corresponding with does not exist and that the message is a scam.

In another example, perpetrators would send victims PDF documents, purportedly from the Ministry of Law and/or Monetary Authority of Singapore, informing them that they are required to pay a deposit sum and 7% GST for the loan amount, before the loan can be approved. This was to trick victims into believing that they were corresponding with a licensed moneylender. In some cases, victims would receive another document informing them that their loan request has been processed. When the victim decline to make payments, the perpetrators would harass them by claiming that the loans have already been approved and they had to pay a processing fee to cancel the loans.

So what are the red flags in this type of scam and how can we prevent ourselves from getting swindled?

Red Flags

A licensed moneylender is not allowed to advertise their services online, make any cold calls or send any unsolicited text messages to members of the public.

The licensed moneylender is obliged under law to verify the identity and particulars of the borrower at its approved place of business. The licensed moneylender cannot approve or grant a loan to a borrower remotely. The address of each licensed moneylending office is published on the list of licensed moneylenders on the Ministry of Law's Registry of Moneylenders website at <https://rom.mlaw.gov.sg/information-for-borrowers/list-of-licensed-moneylenders-in-singapore/>.

A licensed moneylender will not ask a loan applicant to make any payment before the disbursement of the loan, or to make any payment to secure the disbursement of the loan. This includes GST, "admin fee", "processing fee", or any other fees. An administrative fee may be charged by the licensed moneylender after the loan has been granted, but this will usually be deducted from the loan principal that is disbursed to the borrower.

Protecting Yourself

1. Ignore such advertisements. Do not reply to these messages. Instead, block or report the number as spam on WhatsApp or through third party applications.
2. Do not give out your personal information such as NRIC, SingPass or bank account details to anyone.



If you wish to provide any information related to such scams, please call the Police hotline at **1800-255-0000**, or submit it online at www.police.gov.sg/iwitness or email hotline@ncpc.org.sg.

THEY OFFER YOU LOW INTEREST. YOUR MONEY IS THEIR ONLY INTEREST.



Received a message offering loans at low interest rates, but asked to pay a deposit first? Don't be tempted. It's a loan trap!

Since 2017, loan scammers have swallowed at least \$3 million* from unsuspecting victims who paid deposits but did not receive any loans. Let's stand together to fight scams and prevent our loved ones from becoming the next victim.



Licensed moneylenders are not permitted to advertise their businesses through SMS or WhatsApp.

*Statistics from the Singapore Police Force (Jan 2017 - Dec 2018)

Anti-Scam Helpline:
1800-722-6688

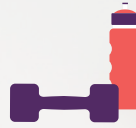


**SINGAPORE
POLICE FORCE**
SAFEGUARDING EVERY DAY

**tote
board**
Giving Hope
Improving Lives



Cancelling a Gym Contract



Is trying to cancel a gym contract testing your mettle?

Joined a gym but given the runaround when you want to quit? To avoid your wallet getting an unexpected workout, here's our rundown of some things you should know.



FAQs

I signed up to a gym but the following month I hurt myself playing netball and couldn't use my membership anymore. I tried to cancel but the gym said I had to either pay a cancellation fee or pause my membership. What are my rights?

If you've signed up for a fixed-term membership (12, 24 or 36 months), most gyms charge termination fees if you cancel before your minimum term is up.

Usually, you'll be charged a fee based on a percentage of the total due for the remainder of your membership term, or a flat cancellation fee. However, any fee must be reasonable and you shouldn't be unfairly penalised.

Pausing the membership can be another option, giving you time to recover from injury before hitting the treadmill again. The gym may ask for a medical certificate and some charge a fee for putting membership on hold.

I want to cancel my gym membership, but I was told I had to come in and complete a form. Is this really necessary?

No, it's not. You shouldn't need to make a special trip to the gym to cancel your membership. Putting steps like this into the cancellation process is unnecessary.

I paid my membership online by credit card. When the bill arrived, I'd been hit with a \$21.30 surcharge. This didn't show online. Is this legal?

Any mandatory fees should be disclosed upfront, including credit card surcharges and other payment processing fees.

The gym should also tell you about any joining or start-up fee. Other fees that may apply for putting your membership on hold or making other changes should be explained when you join.

I gave my gym 30 days' notice I was cancelling my membership. But because I'd paid a month in advance, it said my cancellation notice would start from the date I'd paid up to. My 30-day notice period turned into 56 days. Can the gym do this?

When you cancel a gym membership, the notice period should start from the day you notify the gym, not from the date you've paid up to.

I signed up for a gym membership, but then the gym altered its hours and conditions of membership. These changes mean the gym doesn't suit me anymore. Can I cancel?

If your gym makes significant changes to its services, and those alterations don't suit, then you should be given the option to end your contract (without paying a cancellation fee).

Gyms shouldn't make wholesale changes to their services without giving members the right to opt out.

My membership runs out this month. Do I have to tell my gym I won't be renewing?

When you sign up, the gym should tell you what happens at the end of your membership term. You may be asked if you want the contract to automatically renew. If you select this option but later change your mind, you'll need to tell the gym you don't want the contract to rollover.

However, if your contract is automatically renewed and you haven't been told this will happen, the gym should let you terminate the contract without charge – as well as reimburse you for any overpayment of membership fees.

Gym checklist

Before you hit the treadmill, take a few deep breaths and check the fine print of your gym contract. Find out:

- ✓ how long you're signing up for
- ✓ how much it costs and whether any other fees apply
- ✓ whether you can put your membership on hold, and what this costs
- ✓ how the gym deals with complaints
- ✓ how you can cancel the membership and what notice period you have to give
- ✓ whether there's a charge for cancelling the membership early (if so, how much?)
- ✓ what happens at the end of any minimum membership term?
- ✓ what happens if you can't pay your membership on time.

If you're signing up online, read the gym's terms and conditions before hitting "pay now".

What's in a fair contract?

A fair contract should:

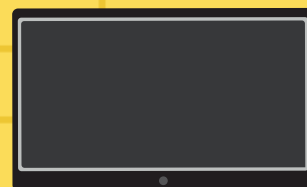
- ✓ let you end your membership easily when any minimum term ends. If you want to cancel the contract early, any cancellation fee should be fair
- ✓ let you end your membership if your circumstances change and you can't use the gym or are suffering financial hardship
- ✓ require the gym to notify you of changes to services and let you cancel if the changes materially disadvantage you
- ✓ provide for any membership fees paid in advance by lump sum to be refunded in the event you or the gym cancels the contract
- ✓ provide fair processes for dealing with complaints.



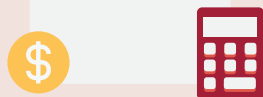
Protecting Your Dollar at Fitness Centres



These days, when you tell your friends about wanting to incorporate more exercise in your lifestyle, it could mean more than just running on the treadmill or lifting weights. The options are aplenty, and if you're a fitness nut, you might be familiar with some of them such as yoga or group fitness sessions. These sessions are usually held in gyms and the cost of these sessions may vary. Let's take a look at some of the more common options out there:

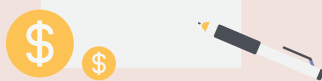


\$600
for
3 months



Pay a lump sum for membership access to gym facilities over a fixed number of months (e.g. \$600 for 3 months)

\$99
Per
month



Purchase a monthly subscription that gives you access to a variety of studio fitness class providers (e.g. \$99 per month)

\$300
for 10
classes



Pay a lump sum for a fixed number of classes or for credits which you use to book fitness classes (e.g. \$300 for 50 credits, 5 credits per class or \$300 for 10 classes)



They appear to allow for more convenience, given consumers do not have to constantly make payment, and savings, since a longer membership typically will be cheaper. There is one common element that ties these options together – prepayment. They require customers to prepay a certain amount before they get to enjoy the benefits. All's well and good if consumers are able to effectively utilise their package but that might not always be the case as there is always a chance of unforeseen circumstances.

One particular example in 2016, saw internationally renowned gym, California Fitness, abruptly shut down. With over \$20m reportedly owed to around 27,000 members, the fitness centre's sudden closure was a painful lesson for many consumers. California Fitness closed its first outlet in Orchard six months before the eventual complete shutdown of their three other outlets. The company, which had been accumulating losses for some time, was unable to continue its operations, leaving many consumers to lament their bad luck as many were left with unused packages. Since their packages were not insured, there was little to no hope of members being able to claim any sort of refund.

This incident saw the Consumers Association of Singapore (CASE) receive more than 400 complaints against the club.

Consumers must always be wary of committing too much money into products or services that they don't get to utilise in the immediate future. The statement put out by CASE then still stands today, "purchasing membership packages may be cheaper in the long run, but (consumers) will face the risk of losing their prepayment in the event that the company closes down."

The problem with committing a huge prepayment is not limited to sudden closure, there are situations whereby the gym was originally located near your workplace or home but had to relocate due to leasing issues or other factors. Thereafter, you may find the new branch inconvenient but have little choice as you are tied to a package. Consumers would therefore do well to protect themselves with some of these tips on prepaid packages:

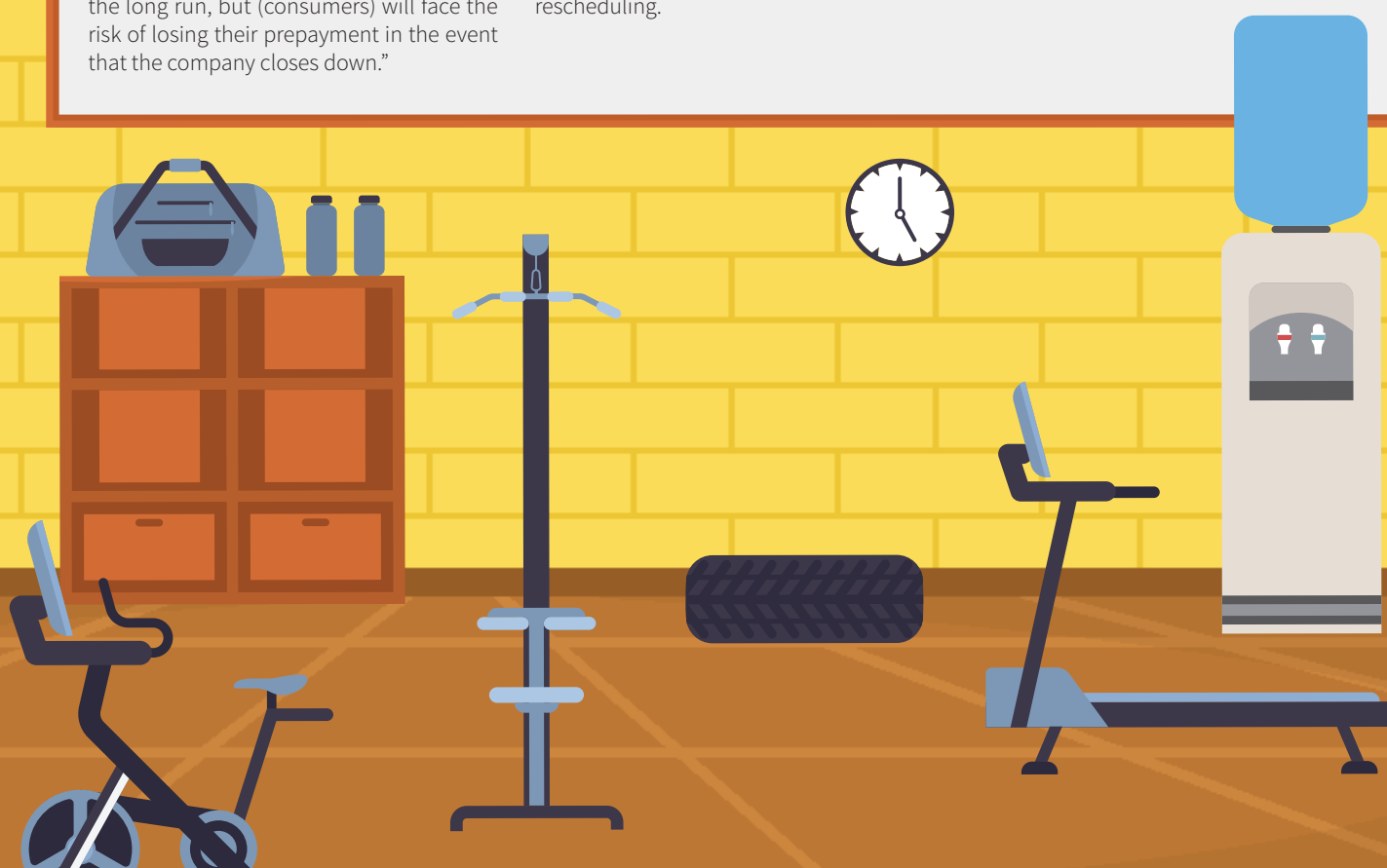
- Consider pay-per-use options. Instead of signing up for long term memberships for a discount, pay as you use instead.
- If you are keen on longer term packages, do not commit over too long a period or too large an amount of money.
- Ask about options for refund. Consumers should enquire if a refund will be allowed for unused portions of services. If so, consumers should insist that the company put this in writing. Take note of any standard procedures or requirements for termination.
- Consumers should consider if they would be able to utilise the package effectively.

The risk of losing their prepayment isn't the only thing consumers should be concerned about when joining a fitness outlet. Some of the other top nature of complaints CASE receives include failure to honour and unsatisfactory services. There are instances where consumers were promised certain things, but the company failed to deliver. Other situations saw consumers dissatisfied with the service provided by the assigned personal trainer sometimes due to excessive rescheduling.

Therefore, gym goers might want to consider these other tips as well:

- Put down verbal promises in writing. If certain freebies are offered for signing up, consumers should request these be put down in writing. If the company refuses, then consumers should consider choosing other options.
- Go through the terms and conditions carefully before committing to any membership package.
- If the club agrees to the termination, consumers should request for a letter of termination from the vendor for safekeeping.
- Consumers have the right to seek redress under the Consumer Protection (Fair Trading) Act if misleading or false claims are made by companies.
- Know your redress options. Consumers can consider approaching CASE or the Small Claims Tribunals if they cannot resolve the dispute personally.
- Consumers can lodge a complaint online at www.case.org.sg or visit the CASE office at the Ulu Pandan Community Centre.

As you focus on your fitness goals, do not neglect the impact that it might have on your purse strings. While it might be tempting to sign up for a longer membership for greater savings, do consider the risk that comes with it as well. With a more thought-out decision-making process, we can all more effectively protect our dollar from unexpected incidents.



In a Nutshell

QUICK TIPS ON HOW TO SAFEGUARD YOUR PREPAYMENTS



Negotiate for progressive payment instead of paying the full amount upfront

For home renovation contracts, consumers can request to pay after each milestone of the works is completed.



Use payment methods that offer prepayment protection

Credit cards have a chargeback feature that allow consumers to get a refund for non-delivery of goods or services.



Ask if the business offers any prepayment protection

Consider patronising CaseTrust accredited spa and wellness businesses as they offer prepayment protection for packages. Consumers who made prepayment can be assured that the value of the unutilised balance will be protected.



Ask about the refund policy for your prepayment before agreeing to the deal

Motor vehicle dealers are required to inform consumers of their refund policy in writing as part of the **Consumer Protection (Fair Trading) (Motor Vehicle Dealer Deposits) Regulations 2009**



Avoid buying pre-paid packages that involve large sums or lengthy contract periods

Even though paying for pre-paid packages usually mean bigger discounts, consumers should weigh the risk of losing their prepayments when businesses close against the savings from the discounts.

Understanding E-wallets

E-wallets let you store e-money and pay for things using prepaid features. Find out what you should look out for.

Key takeaways

- E-wallets include physical cards like EZ-Link card and NETS CashCard, as well as app-based wallets like GrabPay and PayPal.
- Limit the amount of money in your e-wallet in case you lose it or the issuer runs into difficulties.



What are e-wallets?

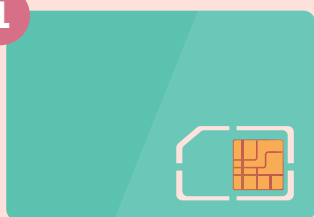
You may not realise it but you have been using e-wallets for many years. Early examples include public phone cards, “MRT cards” (as they are known colloquially), and physical shopping vouchers.

Basically, e-wallets let you load money to pay for goods or services. While many of these facilities come in the form of physical cards — EZ-Link card and NETS CashCard are examples — it is increasingly common to have digital versions with smartphones. GrabPay and Paypal are some of the digital e-wallets today.

Types of e-wallets

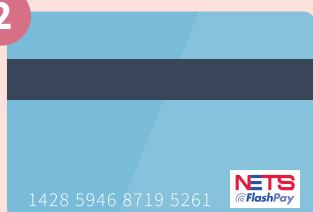
There are two types of e-wallets:

1



A single-purpose e-wallet can only be used to pay for goods and services provided by its issuer. For example, a prepaid telephone card from your service provider.

2



A multi-purpose e-wallet can be used for the purchase of goods and services provided by its issuer as well as other parties. You can use the EZ-Link card, NETS FlashPay and concession cards for public transport. They can also be used for payments at selected retail stores.



Are e-wallets regulated?

MAS regulates e-wallet service providers and e-money issuers. An e-wallet is a payment account that stores e-money. E-money refers to the value stored in your e-wallet.

Larger e-money issuers (major payment institutions) are required to protect the value of your e-money. That means that if the

e-money issuer's business fails, you should be able to recover your money. Smaller e-money issuers (standard payment institutions) are not required to protect the value of your e-money, but they must inform you of this. You can check the financial institution directory on the MAS website to check the licensing status of the payment service provider.

Before using e-wallets

Make sure you understand the terms and conditions. Below are some things you should consider before using any e-wallet. Ask about the:

- ☒ Refund and replacement procedures — fees may apply
- ☒ Expiry dates
- ☒ Load limit (the maximum value that the e-wallet can store at any one time)
- ☒ Transaction limit (the maximum amount you can transfer from the e-wallet)
- ☒ Minimum transaction and deposit requirements (to avoid extra fees)
- ☒ Top-up fees and other services

Note

Do not store large amounts of money in your e-wallet in case you lose it or the issuer gets into financial difficulties.

MoneySense is Singapore's national financial education programme. Visit their website at <https://www.moneysense.gov.sg>

How to resolve a problem

MAS expects e-wallet service providers to have proper resolution channels and resources to deal with disputes. You should contact the issuer directly if there is a problem.



Consumer Happenings

CASE organised a programme at Hougang Zone 2 on 4th January to educate the elderly on their consumer rights and how they can better protect themselves as consumers.

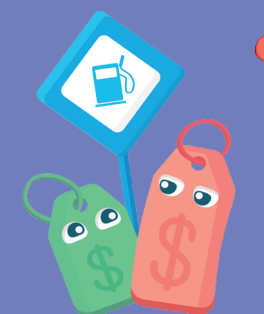


Snippets!

On 13th January, CASE launched Fuel Kaki, a one-stop retail fuel price comparison website, to help consumers compare effective prices of retail fuel.

Fuel Kaki is developed as a responsive website accessible on desktop and mobile, allowing motorists to have access to it on-the-go.

Compare and save on your refuel with Fuel Kaki.



Fuel Kaki



SCAN ME

Or visit this link
<https://fuelkaki.sg/>

Factors to Consider Before Getting Your First Credit Card

Every credit card has an appealing set of benefits to convince you to apply for it such as cashbacks or for the collection of airline miles — but before you sign up, find out exactly WHAT having a credit card entails. It may seem easy to get by with cash but having a credit card is necessary in building your credit history as well as maintaining your financial health and creditworthiness.

Hence, before sending in your application, take some time to consider what you need out of this card — knowing that will make it a lot easier to pick the right one. Here are 3 factors to consider before getting your first credit card.



1. Know What You Are Signing Up For

Do not apply for a credit card without understanding the fine print first. It can be frustrating trying to comprehend credit card terms, but it is always important to know and understand the details upfront than to incur surprise fees and charges if you qualify. Before you sign the application for a credit card, make sure that you know exactly what you are getting into. Below is an example of the *Fees and Charges, and Eligibility* when applying for a credit card:

Interest-free Period	23 calendar days from statement date if there is no balance carried forward from the previous statement.
Interest on Purchases	The interest rate is 25.88% per annum. If full payment is not received by the due date, a minimum charge of \$2.50 a month, calculated from the transaction date, will be billed to your account.
Interest on Cash Advance	27.52% per annum on the amount withdrawn subject to compounding if the monthly interest charge is not received in full (minimum charge of \$2.50).
Late Payment Charges	\$100 if minimum payment is not received by the payment due date.
Annual Fees	<ul style="list-style-type: none"> • \$198.50 (Principal card) • \$96.30 (Supplementary card)
Cash Advance Fee	\$15 or 6% of amount withdrawn whichever is greater.
Age	21 years and above
Annual Income	<ul style="list-style-type: none"> • \$30,000 and above for Singaporeans and Singapore PRs • \$45,000 and above for foreigners

The above *Fees and Charges, and Eligibility* are for illustration purpose only.



2. Your Spending Habits

Before you start choosing a card, ask yourself these questions:

Can I pay for the purchase in full every month?

Or do I intend to pay the minimum sum required and carry the balance from month to month?

If I do roll over the remaining amount after paying off the minimum sum, can I pay the extra charges incurred?

Is this card meant for emergencies only?

The truth is, being responsible with your credit card activity is vital as it will reflect positively on your credit report. Using your credit card responsibly and paying in full every month will help you to build a strong credit history which could put you in good stead when applying for a car loan or home mortgage. Having a credit card in your wallet does not mysteriously incur debt, but it can help you improve your credit score as it is tabulated based on past and current credit activities.

3. Credit Card Benefits

When it comes to selecting the right credit card for usage, there is no one size that fits all. Everyone has different needs and wants. You need to identify the primary purpose of the card, and find the one that best suits your own personal needs. For example, if you are looking for a cashback card for everyday purchases like groceries or petrol, check if the credit card has special perks for those places you frequent. It pays to do a little background reading.

While credit cards have all the above benefits – besides the obvious ones such as earning you cashback and airline miles – it's important to be a responsible user.

If what you've read above has been helpful, you should follow Credit Bureau Singapore's (CBS) Facebook and Instagram @creditbureausingapore to find out more of such information and even tips on how to stay credit worthy!



Consumer Issues & Solutions



Dear CASE,

I recently went to a Chinese medical hall to pick up some medicine for my mother. One of the employees there told me I looked a little pale and started to 'diagnose' me by asking if I have been experiencing fatigue recently. I replied yes and told her it's probably due to stress at work. She told me that my condition was quite serious and told me not to take it lightly as it might lead to something more serious like vomiting blood or fainting. She then recommended a few herbs and told me to boil them and drink three times a day. I was quite scared by her tone and decided to buy everything she mentioned just in case something was really wrong.

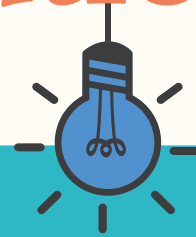
Looking back, the 'symptoms' she described were quite common and I felt I was pressured by scare tactics into making a purchase I did not intend to. Am I right to feel unjustified in this instance?

A

Dear A,

Under the Consumer Protection (Fair Trading) Act, it is an unfair practice for a supplier to take advantage of a consumer by exerting undue pressure or influence. You have the right to say "no" and walk off if you do not wish to proceed with the purchase. You can also request for more time to consider. If you are barred from leaving the premises, you have the right to call the police.

We also advise consumers to consult a medical professional regarding health claims so they can properly diagnose you to decide which medical device/medication is most appropriate for your needs.



Dear CASE,

I quite recently purchased a skin treatment package for \$500 from a nearby skincare centre. I decided to sign up and pay first since they have an ongoing promotion and come back on another day for the treatment since I was rushing somewhere. About a month later when I went back, there is a notice outside the shop stating the place will be closed for one month due to renovation works.

However, when I returned about two months later, the clinic was still closed. I was not informed of any closure for renovation and I've tried contacting them but to no avail. I have yet to use any of my skin treatment sessions from my package and felt cheated because my money is effectively down the drain. What are my options here?

B

Dear B,

You may wish to do a check on the skincare centre's official communication channels (e.g. hotline, website or Facebook page) to find out if they have relocated and the status of their business operations. It could be a communication lapse on their part.

However, if they have indeed ceased operations, you can consider contacting your credit card issuing bank to file a chargeback request for non-delivery of services if the payment was made via credit card and if the payment was made within the last 120 days.

If the above do not work, you may wish to approach CASE for advice on your options available.

For future purchases, we advise you to consider pay-per-use options to avoid committing a large sum of money.

We want to hear from you!

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

CASEPlay!

Double Puzzle

Unscramble each of the clue words. Copy the letters in the numbered cells to other cells with the same number.

(Answers are provided at the bottom of this page.)

S	E	I	S	E	V	R	G	P	O	R

T	Y	P	M	E	N	A

K	A	S	C	E	A	P	G

R	U	F	N	E	D

G	A	E	K	A	R	B	H	C	C

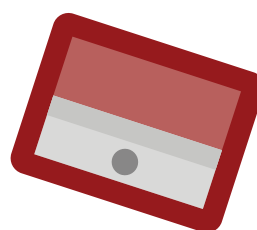
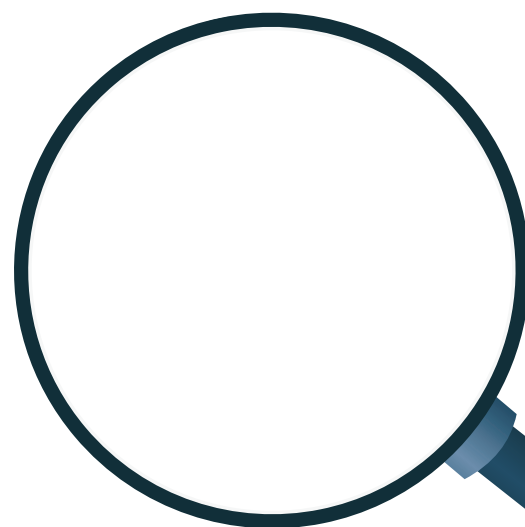
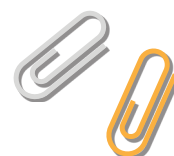
P	Y	A	-	R	E	P	-	S	U	E

E	M	L	I	O	S	T	N	E

S	T	P	O	E	D	I

E	-	W	E	T	L	A	L

01	02	03	04	05	06	07	08	09	10
11	12	13	14	15	16	17	18	19	20



THE ESSENTIAL SAFETY GUIDE TO BABY STROLLERS



MAKE SURE the harness cannot be easily unbuckled by children.

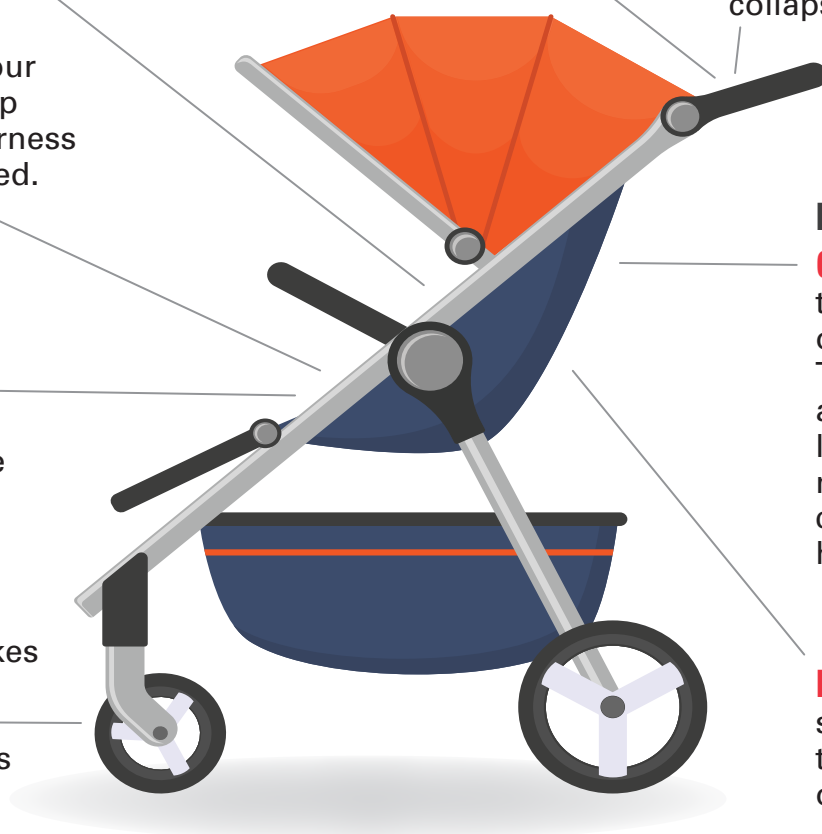
AVOID hanging heavy items from the handlebars to prevent tip-overs.

LOOK for one with a 2-step locking system or multi-lock system. They prevent accidental collapsing of the stroller.

MAKE SURE your child cannot slip through the harness after it is secured.

PREVENT strangulation by tying up or cutting excess length from the harness straps.

APPLY the brakes and push the stroller. Make sure the wheels do not slip.



FOR NEWBORNS

CHOOSE strollers that can recline over 150°. They provide a comfortable lying position for newborns who cannot hold their heads upright.

ENSURE that the stroller is suitable for the age and weight of your child.

For more tips on children's products and apparel:

www.enterprisesg.gov.sg/safety-tips



THE ESSENTIAL SAFETY GUIDE TO BABY COTS



PLACE the baby cot away from curtains and window blinds. Keep them out of your baby's reach.

REMOVE stuffed toys or cushions to reduce the risk of suffocation.

MAKE SURE slats are not loose and are spaced between 4.5-6.5cm to prevent babies from getting stuck.

MAKE SURE cots with casters always come with locking brakes.

USE a firm, snugly-fitting mattress to prevent babies from getting trapped.

AVOID raised corner posts or cut-outs as babies' clothes may get caught on them.

WITH ADJUSTABLE BASE POSITIONS

ENSURE that there is a minimum depth of 30cm from the bed base to the cot rail at all times.

WITH FIXED BASE POSITIONS

LOOK for a minimum depth of 60cm from the bed base to the cot rail to prevent your baby from climbing over.



For more tips on children's products and apparel:

www.enterprisesg.gov.sg/safety-tips



分期付款陷阱多

高额消费缔约须谨慎

文 / 林泓帆（消基会云嘉南分会义务律师、执业律师）

业者常以免费体验课程为包装，推销高额产品，并以分期付款方式将债权转至融资公司，若消费者超过无条件解约期才欲解约退费，将发现难以中止契约……





案情

消费者在邮局门口被推销一堂免费体验课程，体验课程中经推销购买总价7万2,000元的产品，签下每期3,000元共24期的消费分期后，业者向消费者表示须配货，使用信用卡刷卡付费3,000元，紧接着又推销背部产品签了36期每期1,000元，总价3万6,000元的分期。消费者自3月份开始保养数次后，于同年5月寄存证信函给蜜达丝生技有限公司（下称蜜达丝）表示要退货退款，并以电话联络，但蜜达丝表示与消费者没有合约，是与仲信资融股份有限公司（下称仲信资融）及裕富数位资融股份有限公司（下称裕富资融）签合约，所以不能退费。消费者惊觉当时签下的并不是一般的消费性分期付款，本身仍在就读大学中，无力负担如此多的解约费用，因此向本会申诉。



消基会处理

本会于接获消费者申诉后，即发函予蜜达丝、仲信资融及裕富资融请其处理。蜜达丝回函表示曾与消费者协议须支付以下费用：（1）分期付款7万2,000元之11%利息，7,920元。（2）分期付款3万6,000元之15%利息，5,400元。（3）我司行政费用4万7,340元。（4）合计费用为6万660元。但消费者不同意协议之结果并拒绝支付上述费用。仲信资融回函说明：一、爰接获消费者和蜜达丝生技有限公司消费争议申诉案，特说明如后：本公司承作受让个人消费分期应收帐款业务，与合作厂商间为应收帐款债权受让，与消费者间则基于买卖之应收（付）帐务关系，有关销售、售后服务、标的物瑕疵担保、或其他买卖契约责任等问题，系由合作厂商负担。职是，倘消费者与合作厂商间产生消费争议，本公司除立于协调第三人地位关系，当尽最大协助义务，并期消费者与合作厂商间能达成共识。本案属申诉人与厂商间销售过程衍生之争议，须由申诉人和厂商作协调，本公司基于受让债权第三人角色，当配合双方协调结果作后续处理。裕富资融未回函给本会。消费者接获业者回函后不同意支付如此高的解约金额，因此本会召开协调会，协调结果如下：1. 消费者按月缴交资融分期至12月，并缴交3万4,000元给蜜达丝。2. 消费者履行第一点后，蜜达丝应结清消费者与仲信资融及裕富资融所有款项及所生之利息。

消基会说明及建议

一、买方得否对卖方主张解约

首先，消费者签立系争买卖契约时已年逾20岁，依《民法》第12条之规定、系有行为能力之成年人，则消费者签立本件买卖契约无须经父母亲之同意即生效法律上之效力。

再者，消费者似未对本件买卖商品之品质有所争执、仅系于签约后自付日后未能支付全额价金，欲解除或终止本件买卖契约，故消费者之主张亦与《民法》第359条以下「物之瑕疵担保」规定无涉。

复依消费者所述，其系在某邮局门口偶遇卖方推销员、在思虑未周情况下签立本件买卖契约，此种交易型态应系《消保法》第2条第11款所规范之：「访问交易：指企业经营者未经邀约而与消费者在其住居所、工作场所、公共场所或其他场所所订立之契约。」以免消费者在思虑未周情况下、贸然与企业经营者成立不利于己之交易，同法第19条第1项规定：「通讯交易或访问交易之消费者，得于收受商品或接受服务后七日内，以退回商品或书面通知方式解除契约，无须说明理由及负担任何费用或对价。但通讯交易有合理例外情事者，不在此限。」赋

予消费者无条件解约之权利。惟本件消费者2019年2月22日与卖方缔结本件买卖契约后、直至同年5月20日始寄发存证信函表达解除合约之意，应已罹于上开法定之解约期间。

又，《民法》第74条虽就「暴利行为」订有：「法律行为，系乘他人之急迫、轻率或无经验，使其为财产上之给付或为给付之约定，依当时情形显失公平者，法院得因利害关系人之声请，撤销其法律行为或减轻其给付。前项声请，应于法律行为后一年内为之。」之规范，然为维护交易安定、该规定于实务上仅于极其例外之案例有适用之可能，本件纵考量消费者仍为大学在学生身分，然分期月付1,000元、总价款10万8,000元之交易尚难遽认为显失公平，消费者尚难依《民法》上开规定撤销买卖契约或减少给付价金。

综上，若消费者单从法律面欲对卖方有所主张，恐较无施力之处。



二、买方得否对融资公司主张解约

承前所述，本件消费者系与卖方缔结买卖契约、复与融资公司签立借贷契约，消费者若欲主张解约或终止契约、应系向卖方主张，与融资公司无涉。

时下甚多类似本件之交易纠纷，消费者常因无从与卖方联系或协调未果、转而向融资公司投诉甚或对之提起民事诉讼，多半徒劳无功即系因融资公司并非交易之相对人，消费者不可不慎。



三、得否主张适用「瘦身美容定型化契约」条款

因本件消费者缔约标的为美容「商品」、而非美容「课程」，应无《瘦身美容定型化契约应记载及不得记载事项》之适用，消费者恐无从据之解除契约，建议消费者购买美容商品或课程前应了解购买之标的，以保障自身权利。



结论

本件消费者不论对蜜达丝公司或融资公司，法律上欲主张解约或终止契约恐较无立论基础，幸经本会协调、卖方亦释出善意，终能达成共识，惟甫成年却仍在学之消费者前后亦须缴付超过5万元始能善了本件纠纷、代价不可谓不大。基此，日后消费者不论与何人缔结何种契约，均应深思熟虑、多方请教后始缔约，若缔约后欲反悔、更应把握《消保法》所赋予之无条件解约期限，免得像本件消费者须花费甚多时间及金钱，始能自契约之禁锢中脱身。



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* Delete where inapplicable

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