



# CONSUMER COMPLAINT FORM

1

Where appropriate, the seal of the body proposing use of this form to consumers

This form has been drawn up by the European Commission's services and should not be changed by users. It is intended to improve communication between consumers and professionals in order, as far as possible, to reach an amicable solution to the problems which they may encounter in their various transactions. The form is available in all the official languages of the European Union ([http://ec.europa.eu/consumers/redress/compl/index\\_en.htm](http://ec.europa.eu/consumers/redress/compl/index_en.htm)). **Under no circumstances should it be sent to the European Commission, which has no power to intervene in this type of dispute!**

## DETAILS OF THE PARTIES

### Complaint submitted by:

Name:

Address, street, Nr:

Town, post code:

Country:

Tel.:

Fax:

E-mail:

On behalf of\* :

\* To be filled in only if the consumer's complaint is presented by a third party and not by himself. In this case, the consumer should put his signature under his name.

### Against:

Name:

Address, street, Nr:

Town, post code:

Country:

Tel.:

Fax:

E-mail:

Other particulars:

## INSTRUCTIONS

- In order to identify your problem and your claim, the form offers a multiple choice of answers to each question. Please choose the answers **(one or more)** most appropriate to your case and, where appropriate, provide additional particulars in the space reserved for this purpose.
- It is recommended that this form be accompanied by **copies of supporting documents** and be sent **by registered post with acknowledgement of receipt or any other means making it possible to establish proof of dispatch and receipt**. A copy should be kept.
- The claimant should give the professional an appropriate amount of time to reply (at least two weeks). The professional's reply must be communicated to the claimant by returning the entire form. The consumer must then send him the reply coupon (page 4).

**WARNING:** Most national laws stipulate a time limit after which persons may no longer seek redress through the courts. Sometimes this **limitation period** is relatively short, particularly in the case of purchases of goods. Whether or not the use of this form suspends this time limit is determined by the legislation applicable to the dispute.

# CONSUMER COMPLAINT

## I. PROBLEMS ENCOUNTERED

Date on which problem(s) was (were) encountered (day/month/year):

Indicate whether the problem has arisen for the first time or not:

Problem connected with:

- |                                                                    |                                                                   |
|--------------------------------------------------------------------|-------------------------------------------------------------------|
| 1 <input type="checkbox"/> Product not delivered                   | 15 <input type="checkbox"/> Inadequate information                |
| 2 <input type="checkbox"/> Service not provided/partially provided | 16 <input type="checkbox"/> Payment arrangements                  |
| 3 <input type="checkbox"/> Delay in delivering product             | 17 <input type="checkbox"/> Price                                 |
| 4 <input type="checkbox"/> Delay in providing service              | 18 <input type="checkbox"/> Price increase                        |
| Duration of delay: <input type="text"/>                            | 19 <input type="checkbox"/> Supplementary charges                 |
| 5 <input type="checkbox"/> Defective product                       | 20 <input type="checkbox"/> Unjustified costs/billing             |
| 6 <input type="checkbox"/> Poor service                            | 21 <input type="checkbox"/> Terms of contract                     |
| Details: <input type="text"/>                                      | 22 <input type="checkbox"/> Coverage of contract                  |
| <input type="text"/>                                               | 23 <input type="checkbox"/> Assessment of damage                  |
| 7 <input type="checkbox"/> Product not in conformity with order    | 24 <input type="checkbox"/> Refusal to pay compensation           |
| 8 <input type="checkbox"/> Products/services not ordered           | 25 <input type="checkbox"/> Inadequate compensation               |
| 9 <input type="checkbox"/> Damage suffered                         | 26 <input type="checkbox"/> Modification of contract              |
| 10 <input type="checkbox"/> Refusal to honour the guarantee        | 27 <input type="checkbox"/> Poor performance of contract          |
| 11 <input type="checkbox"/> Refusal to sell                        | 28 <input type="checkbox"/> Cancellation / Rescission of contract |
| 12 <input type="checkbox"/> Refusal to provide service             | 29 <input type="checkbox"/> Cancellation of service               |
| 13 <input type="checkbox"/> Commercial practices/sales methods     | 30 <input type="checkbox"/> Loan reimbursement                    |
| 14 <input type="checkbox"/> Incorrect information                  | 31 <input type="checkbox"/> Interest demanded                     |
| 32 <input type="checkbox"/> Failure to honour commitments          |                                                                   |

33  Additional information

  
  

34  Other type of problem :

  

## II. THE CIRCUMSTANCES

(Indicate the date and place of purchase or signature of the contract, describe the product or service as well as the price, payment arrangements or any other information which may be useful in assessing your complaint):

  

## III. REQUEST BY THE CONSUMER

To obtain:

- |                                                                                 |                                                                                                             |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 35 <input type="checkbox"/> Delivery of the product or provision of the service | 45 <input type="checkbox"/> Correction of assessment of damage                                              |
| 36 <input type="checkbox"/> Repair of the product or service                    | 46 <input type="checkbox"/> Payment of an indemnification in the sum of: <input type="text"/>               |
| 37 <input type="checkbox"/> Exchange of the product                             | 47 <input type="checkbox"/> Reimbursement of a down payment in the amount of: <input type="text"/>          |
| 38 <input type="checkbox"/> Cancellation of sale                                | 48 <input type="checkbox"/> Reimbursement of other payments effected in the amount of: <input type="text"/> |
| 39 <input type="checkbox"/> Enforcement of the guarantee                        | 49 <input type="checkbox"/> Price rebate in the amount of: <input type="text"/>                             |
| 40 <input type="checkbox"/> Honouring of commitments                            | 50 <input type="checkbox"/> Payment facilities                                                              |
| 41 <input type="checkbox"/> Conclusion of a contract                            |                                                                                                             |
| 42 <input type="checkbox"/> Cancellation / Rescission of contract               |                                                                                                             |
| 43 <input type="checkbox"/> Cancellation of invoice                             |                                                                                                             |
| 44 <input type="checkbox"/> Information                                         |                                                                                                             |

51  Other particulars

  

52  Other type of request:

**IV. ADDITIONAL EXPLANATIONS (optional)**

Blank lined area for additional explanations.

**V. LEGAL BASIS (optional)**

Blank lined area for legal basis.

**VI. Supporting documents (if possible please attach to this form one COPY of the supporting documents in your possession, e.g. invoice, contract, receipt, etc.)**

List of documents attached:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

If an amicable settlement is not reached or in the absence of a reply within  days from despatch of this complaint, I reserve the right to refer the matter to any competent body

Done at , on

**SIGNATURE:**

## REPLY FROM THE COMPANY/PROFESSIONAL

4

Reference (to be given by the professional):

53  I accede in full and I undertake:

54  I accede in part and I propose:

  
  

within the time limit of

55  I do not accept the grounds for your complaint but agree, in the spirit of fair trading, to undertake to:

  
  

within the time limit of

56  I reject your complaint. Grounds:

  
  

57  I propose that the case be brought before the body referred to below, responsible for the out-of-court settlement of this type of consumer disputes:

  
  

Done at

, on

SIGNATURE:



## TO BE RETURNED TO THE PROFESSIONAL BY THE CONSUMER

Reference given by the professional:

Complaint submitted by:

Against:

On behalf of:

58  I am satisfied and accept your proposal for resolving the dispute

59  I do not accept your proposal because:

  
  

60  Following your proposal, I wish to inform you that I will submit the dispute to the body you have proposed.

Done at

, on

SIGNATURE: