Consumer Claims Tribunal

Maddison Gowie

Vs

United Garage Limited Trading Business as Hertz Malta (C 3032)

CCT 75/26/MM

Today, 28th July 2026

Having seen the plaintiff's claim, filed on 19th April 2026, wherein she seeks compensation in the sum of five thousand euro (€3,215). This amount represents the price paid for four days of rental car hire amounting to two hundred fifteen euro (€215) and three thousand euro (€3,000) for risk, distress and final exposure.

Having considered the response submitted by the defendant company, wherein he argues that the plaintiff is to blame for the damages caused to the fridge because the mainboard was full of cockroaches and/or droppings and remains of cockroaches.

Having reviewed all relevant documents and proceedings,

And having duly considered the testimonies given under oath.

Considers

The claimant rented a motor vehicle from the defendant company for a period of four days commencing on 11 September 2025. She maintains that, during the evening preceding the final day of the rental, she discovered that the vehicle's horn was not functioning. She claims reimbursement of the rental and insurance charges, amounting to approximately two hundred and fifteen euro (€215), together with three thousand euro (€3,000) by way of compensation for alleged safety risk, distress, inconvenience and financial exposure.

The defendant company denies that the vehicle was defective or unroadworthy when it was delivered to the claimant. It states that the vehicle had been inspected before the rental and that the horn was functioning at that time. It nevertheless accepts that the horn malfunctioned during the rental period, while maintaining that it was not informed of the defect until the vehicle was returned and was therefore not afforded an opportunity to repair the vehicle or provide a replacement.

Considers

This Tribunal is confronted with conflicting evidence regarding the merits of the case, specifically concerning which party bears responsibility for the events in question.
Article 562 of Cap. 12 of the Laws of Malta provides that *"Saving any other provision of the law, the burden of proving a fact shall, in all cases, rest on the party alleging it"* and Article 559 states *"in all cases the court shall require the best evidence that the party may be able to produce"*.

Confronted with conflicting evidence, the Tribunal must determine which version is most credible. As outlined in the aforementioned legal principles, the Tribunal must evaluate whether one version logically excludes the other. In the matter of "**Carmelo Farrguia -vs- Rokku Farrugia**", First Hall, Civil Court, per Judge Maurice Caruana Curran, 24 November 1966, it was stated that *"il-konflitt fil-provi huma haga li l-Qrati jridu minn dejjem ikunu lesti ghaliha. Il-Qorti ghandha tezamina jekk xi wahda miz-zewg versjonijiet, fid-dawl tas-soliti kriterji tal-kredibilita` u specjalment dawk tal-konsistenza u verosimiljanza, ghandiex teskludi lill-ohra, anke fuq il-bilanc tal-probabilitajiet u tal-preponderanza tal-provi, ghax dawn, f'kawzi civili, huma generalment sufficjenti ghall-konvinciment tal-gudikant."*

The principal fact is not materially disputed: the horn ceased to function at some stage during the rental period. The dispute concerns the legal consequences of that malfunction and, in particular, whether it justifies repayment of the entire rental price and the substantial additional compensation claimed.

The Tribunal is satisfied that a functioning horn is a safety-related component of a motor vehicle. A consumer renting a vehicle is entitled to expect that the vehicle and its ordinary safety equipment will remain operational throughout the agreed rental period.

Nevertheless, the evidence does not establish that the horn was already defective when the vehicle was delivered to the claimant. On the contrary, the claimant appears to accept that the defect was discovered only during the final part of the rental, while the defendant maintains that the horn had been checked and was functioning before delivery.

Nor has it been proved that the defendant company knew, or ought necessarily to have known, that this particular vehicle would develop the defect complained of. The alleged statement that the matter was a "known issue with that model" is disputed and, without further corroborative evidence, cannot be treated as an admission that the defendant knowingly supplied a defective vehicle.

The Tribunal must also take account of the fact that the claimant did not report the malfunction when it was discovered. The defendant was consequently deprived of the opportunity to investigate the complaint, repair the vehicle, offer roadside assistance or provide a substitute vehicle. Although this does not extinguish the claimant's right to complain, it is relevant to causation, mitigation and quantum.

The vehicle was used for substantially the whole of the four-day rental period. There is no evidence that it became incapable of being driven, that the claimant discontinued its use, or that he incurred expenditure in obtaining alternative transport. A refund of the entire rental charge would therefore be disproportionate, since the claimant received and made substantial use of the service for which he had contracted.

The Tribunal further rejects the claimant's contention that the additional insurance was necessarily invalidated. No policy wording, statement from the insurer or other evidence has been produced to establish that the temporary malfunction of the horn rendered the insurance cover void. That allegation remains speculative.

Similarly, no accident occurred, no physical injury or property damage was sustained, and no actual financial liability arose. Compensation cannot be awarded for hypothetical consequences which might have arisen but did not arise.

Although the Consumer Affairs Act empowers the Tribunal in appropriate circumstances to award moral damages for pain, distress, anxiety or inconvenience, such an award is not automatic and must be supported by the facts and circumstances proved before the Tribunal. In the present case, the claimant has not established any conduct on the defendant's part, or any sufficiently serious consequence arising from the malfunction, which would justify an award of moral damages. Having regard to the short duration of the defect, the claimant's continued use of the vehicle, the absence of any actual accident or pecuniary loss, and the defendant's lack of an opportunity to remedy the matter, the sum of three thousand euro (€3,000) claimed is manifestly excessive and unsupported by the evidence.

Decision

For the reasons set out above, the Tribunal rejects the claimant's claim in its entirety.
Costs to be supported by the plaintiff.

Dr Martha Mifsud LL.D.
Arbiter