

MALTA

**CONSUMER CLAIMS TRIBUNAL**

In the Acts of Claim CCT 43/23/F

**Tony Degiorgio**

vs

**SurPrice Car Rental**

Today, the 16<sup>th</sup> April 2024

**The Tribunal:**

Having seen the Notice of Claim filed by the applicant on the 7<sup>th</sup> March 2023;

Having seen the Reply filed by the defendant company on the 6<sup>th</sup> March 2024;

Having heard the sworn testimony and the submissions of the parties;

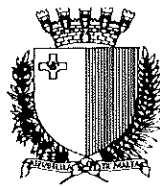
Having seen the documents exhibited by the parties;

Having seen that the Claim was put-off for judgement.

**Considered:**

Whereas through the instant proceedings, the applicant is requesting that the defendant company is condemned by this Tribunal to pay him the sum of one hundred and sixty-four Euro and ninety-four cents (€164.94) due by way of refund of what he alleges was an abusive charge made to his credit card after the rental period in relation to a traffic fine as well as administrative charges to process the fine payment and delegation of penalty points. Applicant also complains that since he is the holder of British driving license, penalty points do not apply to him and so, he should not have been charged for the processing thereof.

Whereas the defendant company replied that the charges were made in terms of the rental agreement duly signed by the applicant and are thus legally justified.



Whereas from the evidence produced by the parties, it results that the applicant rented vehicle BQZ-717 of make Citroen C3 from defendant company between the 2<sup>nd</sup> July 2022 and the 10<sup>th</sup> July 2022. On the 6<sup>th</sup> July 2022, said vehicle incurred a speeding fine at the Coast Road, Naxxar. The relative penalty amounted to €34.94 as well as the imposition of three penalty points. In his submissions before the Tribunal, applicant complains that he was not informed of the fine when returning the car and was so denied the opportunity of paying the fine himself to avoid administration charges. Defendant company on the other hand rebuts that it was not yet aware of the fine by the 10<sup>th</sup> July 2022, four days after the speed camera fine was incurred. Tribunal dismisses applicant's argument on the basis that speed camera fine tickets are processed and transmitted to the vehicle owner via mail. On a basis of probabilities, defendant company's argument that it was not yet aware of the fine is credible.

Whereas additionally, notwithstanding the fact that the applicant is a holder of a British driving license, it is fully understandable that the owner of the vehicle has a legal duty and interest to inform the competent authorities of the identity of the person actually driving the vehicle when it incurred a contravention and so, defendant company was correct in processing the requisite delegation form with the competent authorities -LESA in this case.

Whereas Clause 13 of the rental terms and conditions, duly signed by the applicant, states that *"the customer is responsible to pay all fines up to 24hrs after the contravention is issued. They are to hand in the contravention together with the payment confirmation to the rental agent when dropping off the vehicle. For any fines paid through the Lessor, the customer will be responsible to pay an administration fee of €65 and the fine that was received by the customer"*.

Whereas the terms and conditions make no reference to a separate administration fee to be charged for processing the requisite documentation with the competent authorities for the delegation of any penalty points which may be associated with a contravention. The Tribunal notes that penalty points were in fact mentioned in a form titled "Nice to Meet You" however, no specific administration charge is specified on this document.

Whereas in the circumstances of the case, the Tribunal considers that the charging of the fine amount of €34.94 and an administrative charge of €55.08<sup>1</sup> for the processing

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<sup>1</sup> As a parenthesis, one notes that according to the Rental Agreement, the administration charge reads €65 however the amount actually charged in this case is less.



of the fine are justified. On the other hand, the Tribunal considers that the imposition of an additional administration charge of €55.08 for the processing of the penalty points is not justified as such charge is not clearly specified in the Rental Agreement. Thus, the doubt on this point should militate in favour of the Consumer.

**Decision:**

**Therefore, for the abovementioned reasons, in the circumstances, after having seen Chapter 378 of the Laws of Malta, the Tribunal hereby decides this claim by upholding it partially and consequently condemns the defendant company to refund the applicant the sum of fifty-five Euro and eight cents (€55.08).**

**Each party shall bear own costs.**



**Avv. Mattia Felice**  
*Arbiter*