



MALTA

Fit-Tribunal tal-Konsumatur

Angel Mattos

vs

Malta Post plc

CCT 63/25/MS

2nd July 2025

The Tribunal

Having seen the applicant's claim filed on the 26th March 2025, requesting this Tribunal to order the respondent company to pay him the sum of €509.50 following his use of MaltaPost's service to send a parcel to the United States, which parcel never reached its intended recipient, having been classified as 'lost/missing' for several months, causing the applicant anxiety, frustration, and inconvenience, as explained in the notice of claim;

Having seen the respondent company's reply rejecting the claim in its entirety as unfounded both in fact and at law, asserting that the parcel was not lost but was withheld by US Customs Border Control—a situation entirely beyond the respondent company's control—and was eventually returned to Malta. The respondent further argued that delivery failed due to the applicant's change of address, that it had fulfilled all contractual obligations, that the claim for compensation was unjustified, and that in any event, liability for loss, misdelivery, delay, or damage is excluded by Article 29 of Chapter 245 of the Laws of Malta; without prejudice to other pleas;

Having examined all the acts of the case and heard the evidence tendered under oath;

Having heard submissions;

Considers:



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From the evidence produced, it results that on 30th September 2024, the applicant visited MaltaPost to send a parcel to his brother in the United States, intended as a Christmas gift for his nephew. The applicant presented a bank statement showing a purchase of €185.00 from Kiabi, ostensibly for baby clothes, together with an additional €39.29 in postal charges.

In December, upon discovering that the parcel had not yet arrived, the applicant consulted the tracking information and found that the parcel was still in process. After personally contacting MaltaPost, he was informed that the parcel might have been lost. The applicant explained that the claimed sum of €509.50 reflects the cost of the items, postal charges, and moral damages. Under cross-examination, the applicant confirmed that following extensive correspondence, he was informed by MaltaPost that the parcel was in their possession and available for collection, though he claimed that to date he had not received the refund he was allegedly promised.

Mr. Shawn Dingli, Head of Customer Care at MaltaPost plc, also testified, confirming that the parcel had been dispatched to the United States in late September 2024. Following the applicant's inquiry, MaltaPost opened an investigation with the US postal authorities and was informed that the parcel had been withheld by US Customs and returned to Malta by US Border Control. Mr. Dingli exhibited documents indicating that the parcel was received at JFK Airport on 23rd January 2025, having travelled via Fiumicino and Frankfurt. The United States rejected the parcel on 23rd January 2025 and returned it to Malta. Mr. Dingli further explained that decisions by US Border Control are not contestable by either MaltaPost or USPS.

Considers

The from the first time that applicant contacted MaltaPost on 18th December 2024, he was in regular email contact with Maltapost officials until February 2025.

Considers further:

The Tribunal notes that the applicant initiated his inquiry on 18th December 2024, approximately six weeks after dispatching the parcel. On 19th December 2024, he was informed that his request was being processed. After submitting the necessary documentation, he was notified on 20th December 2024 that an investigation had been initiated with the foreign postal administration.



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On 3rd January 2025, MaltaPost confirmed that the parcel had been returned to Malta and was ready for collection. On the same day, the applicant requested clarification as to where the parcel could be collected. This request, however, remained unanswered.

Subsequently, on 9th January 2025, the applicant was incorrectly informed that the parcel had already been returned to the United States. After further correspondence, on 13th January 2025, the applicant was finally informed that the parcel was in fact at MaltaPost's Returned Letter Office.

Considers further:

While the Tribunal accepts that MaltaPost cannot be held liable for actions undertaken by US Customs or Border Control, it cannot ignore the deficiencies in MaltaPost's handling of the matter once the parcel was returned to Malta. There was a clear degree of negligence in the company's internal communication and coordination with the applicant.

On 3rd January 2025 at 13:14, the applicant replied to an email sent earlier that day by a MaltaPost representative, requesting details on where to collect the parcel. This email went unanswered. Instead, six days later, on 9th January 2025, the applicant was erroneously informed that the parcel had been returned abroad—a statement later shown to be false.

Although the applicant did not reconfirm his delivery address by email, he specifically requested instructions for collection. Furthermore, MaltaPost's decision to proceed with an unsolicited delivery attempt to an outdated address — despite being in active communication with the applicant — was negligent. Attempting delivery to an obsolete address while the matter was still pending, and after prior redirection instructions had already been provided, reflected poor internal coordination.

The respondent company's argument that the applicant had excluded parcels and packages from redirection is, at best, debatable. It is plausible that the form used for redirection was vague and may have been confusing, and the applicant may have inadvertently marked the incorrect option. Nevertheless, in light of the sensitivity of the situation and the fact that active contact had already been established with the applicant (who was always extremely prompt with his replies), delivery should not have been attempted without first obtaining his express confirmation and consent.

The Tribunal also takes note of the email dated 13th January 2025, wherein MaltaPost advised the applicant that the parcel was being held at its Returned Letter Office, yet still failed to provide any address or contact information for collection.



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The Tribunal further observes that, since the applicant did not provide receipts but only a bank statement, the value of the goods remains unproven at law. Moreover, as the items were not in fact lost but available for collection as early as January 2025, compensation for the full value of the goods cannot be justified.

Conclusion:

For these reasons, while the Tribunal does not find grounds to award full compensation as claimed, it deems that the applicant is entitled to reimbursement of the postage fee and to the sum of sixty euro in moral damages in light of the inconvenience and frustration suffered due to MaltaPost's mismanagement of the situation.

Accordingly, having seen Chapter 378 of the Laws of Malta, the Tribunal is hereby awarding the applicant the sum of €99.39. Applicant is also being authorised to collect the parcel in question at a postoffice of his choice or one indicated by Respondent company.

A handwritten signature in blue ink, appearing to read 'M. Spiteri'.

Dr Michela Spiteri, LL.D.

Arbitru