

Fit-Tribunal tal-Konsumatur

Noemi Szabo

vs

KM Malta Airlines Limited (C101893)

CCT 34/26/MS

March 25, 2026

The Tribunal

Having examined the applicant's claim, requesting this Tribunal to order the defendant company to reimburse the sum of €578.52, representing expenses she incurred due to the delayed delivery of her checked baggage on 22 October 2025, as set out in her detailed statement of claim;

Having considered the defendant company's reply, which outlines the chronology of events, itemises the purchases made by the applicant, and refers to its initial offer of €100.00 and subsequent revised offer of €218.83, calculated following an assessment of necessity, reasonableness, and proportionality;

Having reviewed the documents produced and heard the parties testify under oath;

Having further noted that the defendant company reduced its subsequent offer of €218.83 after it emerged that certain items listed in the applicant's claim, namely vitamins and tablets, were purchased after her arrival due to her feeling unwell and did not form part of the contents of her checked baggage;



Considers

That from the evidence produced, it results that the applicant arrived in Malta on 22 October 2023 purportedly to attend a two- to three-day event/conference at which she was to serve as a jury panelist. She claims that she was scheduled to appear on stage approximately two hours after arrival. Due to the delay in the delivery of her luggage, and in the absence of a confirmed delivery time (although she received an email and was told her luggage was expected to arrive in the afternoon of 23 October), she proceeded to purchase clothing items to cover her needs for 22 and 23 October.

That on 23 October, at approximately 10:00 hrs, the applicant was informed that she would receive email confirmation upon the arrival of her luggage. Such confirmation was received at around 17:00 hrs on the same day.

The applicant maintains that the purchases were made out of necessity. She also incurred expenses for two taxi trips to and from the airport to collect her luggage.

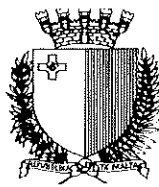
That, with regard to the purchase of vitamins and other medication, the applicant stated that she bought these items after feeling unwell, which she attributed to wearing open-toed shoes. She further purchased a swimsuit for a poolside event, as well as undergarments and other clothing items, a pair of sunglasses and two eyebrow pencils.

That Nadia Giordimaina testified on behalf of the defendant company, stating that the compensation offered was determined following a reasonableness assessment. She further submitted that the applicant could have opted to travel with hand luggage, particularly given her same-day engagement, but instead chose to check in her baggage.

Considers

That the applicant submitted receipts for various purchases, including but not limited to clothing, undergarments, cosmetics, accessories, medication, and transport, incurred between 22 and 23 October.

Zara: 22 October Time 16.26 - Blazer, Waistcoat, Trousers, Flat shoes, Shirt, Dress - Total €331.80 (including carrier bag)



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Intimissimi: 23 October - Time 12.23 - Four Thongs - Total €47.70

Brown's Victors Pharmacy - 23 October - Time 12.29 - Snip Tabs - Total €7.45

Zara: 23 October - Time 13:40 - Dress, Body Suit Total €56.05 (including carrier bag)

NYX 23 October - Time 4.40pm - 2 Brow Pencil - Total € 17.49

Tezenis - 23 October - Time 16.43 - Swim Wear/ Briefs/ Lycra Tights - €29.97

Brown's Pharmacy: 23 October - Time 16.46 - Vitamin D 3 - Total €19.50

Hudson Malta: 23 October - Time 17.15 - Sunglasses and - Total €32.19

Uber: Sliema to Airport - 17:47 - 18.14 - Total €17.05

Uber: Airport to Sliema - 18.42 - 19.07 - Total €13.51

That, notwithstanding the applicant's claim that she was attending a multi-day event between 22 and 24 October, no documentary evidence was produced to substantiate this assertion.

The Tribunal afforded the applicant the opportunity to submit such evidence by email but no evidence was sent.

That while the applicant was diligent in producing receipts, she failed to provide sufficient contextual information, including precise arrival time and details of the scheduled event. At the very least the Tribunal would have expected to plaintiff to provide the name of the event and the programme indicating her participation.

From the available evidence, the Tribunal surmises that the applicant arrived in Malta on the 22 October at approximately 14:45 and proceeded to make purchases shortly thereafter (at 16.26) where several items were purchased from Zara amounting to €331.80.

The Tribunal observes that these purchases included multiple clothing items (such as a dress, blazer, shirt, waistcoat, trousers, and shoes), which would reasonably have sufficed for at least two days. The subsequent purchase of additional clothing items on 23 October, particularly in light of the anticipated delivery of the luggage later that same day, is not considered justified.



Moreover, the Tribunal finds that the purchase of four thongs at Intimissimi does not qualify as “necessary.” While it acknowledges that underwear is indeed essential—certainly more so than a waistcoat, which should have been purchased on day one—the applicant’s decision to buy four pairs on day two is questionable, particularly given the high prices. Her choice to go to Intimissimi rather than a more affordable option, such as Tezenis, further undermines the necessity, while the choice of retailer suggest a lack of proportionality.

The Tribunal also considers that the purchase of a swimsuit, cosmetics, and sunglasses does not meet the threshold of necessity. The Tribunal also finds it difficult to accept the applicant’s claim that her own sunglasses were in her checked luggage. Sunglasses are normally worn on the face or carried in a handbag, not packed away in a suitcase. Given this, and the fact that she purchased new sunglasses at 17:15—more or less at the same time as having been informed that her suitcase had arrived—it is hard to view this expense as necessary or credible.

The Tribunal also wishes to highlight a clear inconsistency in the applicant’s claims. On the one hand, the applicant states that she was feeling unwell due to feeling cold; on the other, she proceeded to purchase a swimsuit to attend a poolside-related activity. These two positions are inherently contradictory and undermine the credibility of her assertions.

Moreover, the Tribunal notes that the applicant’s alleged discomfort (illness) arose from her own purchasing choices. Having spent over €300 on clothing and footwear, including items at prices that could reasonably have provided adequate warmth and coverage, it is not tenable for the applicant to subsequently claim that she suffered from the cold due to the delayed baggage.

In the circumstances, where applicant elected to purchase multiple items of clothing, the Tribunal cannot accept that any resulting discomfort can be attributed to the defendant company.

In essence, the applicant cannot reasonably incur substantial discretionary expenditure and thereafter seek to attribute the consequences of her own choices to the defendant.

For this reason, the purchase of medication is not deemed compensable, as it is unrelated to the delayed baggage and arose from personal circumstances.



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The Tribunal also notes that the timeline of the purchases strongly suggests they were more of a shopping spree than essential spending. On 23 October, the applicant bought two brow pencils from NYX at 16:40, followed by a swimsuit, briefs, and Lycra tights from Tezenis at 16:43, and then Vitamin D3 from Brown's Pharmacy at 16:46. It is difficult to believe that it would have been physically possible—or reasonably necessary—to make these three separate purchases at three different shops within such a brief span of time. This pattern reinforces the Tribunal's view that these expenses were not genuinely required.

That the expenses incurred on 23 October, with the exception of transport costs (taxi fares), cannot be considered necessary or proportionate and are therefore not recoverable.

Finds

Finds that, in light of all the circumstances—including the fact that the applicant was without her luggage for approximately 24 hours and had been informed that it would be delivered within a reasonable timeframe—the compensation ultimately offered by the defendant company would have been more than fair and reasonable had the Plaintiff provided proof that she attended a full-day event (lasting two to three days) as a jury panelist. In the absence of such proof, the Tribunal considers the Airline's initial offer of €100.00 to be sufficient. To this amount, the Tribunal will also add the taxi charges incurred.

For these reasons, the Tribunal is partially upholding the Plaintiff's claim and hereby orders the defendant company to reimburse her the sum of €130.56. Each party shall bear its own costs.

A handwritten signature in blue ink, appearing to read 'M. Spiteri', with a horizontal line underneath.

Dr Michela Spiteri, LL.D.

Arbiter