

Consumer Alert - Auto Debit! Credit Card! Problems Is Alarming!!!!

Written by Administrator

Monday, 12 October 2009 17:45 - Last Updated Monday, 26 October 2009 10:54

Numerous complaints received due to the difficulties from this "auto debit facilities", we keep advising consumers to wisely utilize the credit card since credit card is something private and confidential. We must learn how to say no at times. We regret that there so many people out there is actually affected due to this auto debit authorization to some irresponsible merchants.

We have to take note here that the Banks will never listen to its customer to stop the whatsoever charges from the merchant since the card holder ie when the consumer have actually given the permission for the merchant to do the auto debit charges and since there is a contract made between both parties and Bank is just a third party which provides credit facilities to the consumers.

This is why we keep reminding consumers to wisely utilise the credit card to avoid problems like this, we understand not all auto debit transactions give problems, but we as a consumers must think far ahead to foresee the problems that we may face when we are in a difficult situations.

We would like to put forward some of the complaints that we received here for everyone's view so that we will never fall in this kind of trap.

TRUE FITNESS

"Few times both of us "me and my friend" <don't know how they ot our number > received calls from True Fitness Club telling that there is a free trial given to us and we can go there anytime and experienced the facilities if interested we can be a member. So after numerous call received we made our mind to give a try. The first day we went, we were not even given a chance to try first but were almost forced to sign up by their people. We also blindly signup, because the main reason they said we can terminate at any time. We don't know how to put this, rather a difficult position for us to get an appointment letter/ job posting in Penang, which we have to shift from Selangor to Penang. So we have given the letter to the Fitness Club in PJ to clearly express our situation and to terminate our membership.

That's the problem started where, they delay and delayed the termination process and we realizes that they proceed to charged our credit card even after we tendered our letter and even after attaching the appointment letter. Every time we come down to KL just to settle this issue, we met the officers who promised to look into this matter but never return to us neither gave us any feedback. Believed it or not, they dragging until now and successfully charged us in auto debit for 6 months.

Even though we begged the bank they also never listen to us, they require the bank to come forward. We loss the job just because we have to go up and down to the above said Fitness Club but they were not considerate at all to charges us for a services which was never tendered at the first place. We even when to the extent blocking the credit card, but they have never given up, they sent us a legal notice and summon letter to appear in court for the rest amount. What an injustice, please help us.

Case Status: We have sent a official letter to the Fitness Club and currently waiting for the response.

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NCCC Advice's: We wonder whether everyone respect consumers rights or not, its look like consumers are taken for granted on the other side we are also not serious about our future financial liabilities. For everyones information we have a law protecting consumers in this kind of situation

We would kindly like to draw your attention to The Consumer Protection Act 1999, Section 17 specifically states:-

(1) For the purposes of this section, “future services contract” means a contract for consumer services that will be provided on a continuing basis and as prescribed by the Minister from time to time.

(2) A consumer who cancels a future services contract may be charged by the supplier the following amount:

- (a) five percent of the full contract price;**
- (b) the cost of any goods the consumer used or is keeping; or**
- (c) the portion of the full contract price representing services received by the consumer.**

(3) Where the consumer has paid the supplier more money than the supplier is entitled to charge under paragraph (2)(a), (b) or (c), the supplier shall refund the extra payment or make a refund available, within fourteen days of cancellation.

(4) A cancellation of a future services contract shall take effect-

- (a) at the time at which the cancellation is communicated to the supplier; or**
- (b) where it is not reasonably practicable to communicate with the supplier, at the time at which the consumer indicates to the supplier, by means which are reasonable in the circumstances, his intention to cancel the future services contract.**

(5) Subject to subsection (6), a cancellation of the future services contract may be communicated by words or conduct or both which indicate the intention of the consumer to cancel the contract, and it shall not be necessary to use any particular form of words, as long as the intention to cancel is clear.

(6) Where it is reasonably practicable to communicate with the supplier, subsection (5) shall take effect subject to any express provision in the future services contract requiring notice of cancellation to be in writing.

The above law is actually clearly express a consumers right when a future services contract involved and giving an express right to refund for the consumers when the consumer has reasonably express intention to terminate the contract/services. The service provider only has the right to charge for processing fee which is 5% and for whatever product we retain.

But what is surprising in reality is that even after submitting "in writing" to the service providers

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they refuse to give up, according to complainant only harassing calls and letters we received. We would like to advise consumers here, we should be more careful with what we are doing and entering into, learn to say no, when they ask for credit card. Don't get into trouble. Get to us, if you face similar situation.

SESAL DAHULU PENDAPATAN SESAL KEMUDIAN TIADA GUNANYA !!!

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