#### **Consumer Protection Center**

# Guidelines for consumers filing complaints

### Process of complaint submission

- 1. Submitting the complaint through the following channels:
- Consumer Protection Directorate call center (operating 24/7 at the number 17007003).
- The National Suggestions & Complaints System (Tawasul).
- Personal attendance at the Consumer Protection Center.
- Ministry's social media channels.
- Email address of the Consumer Protection Directorate (consumer\_protection@moic.gov.bh).
- 2. Submitting the required documents:
- Purchase receipt.
- Warranty documents.
- Agreement documents.
- Other paper documents related to the complaint.

## Steps for follow-up by the Directorate team

- 1. Upon receiving the complaint, contact the complainant by phone to gather details of the complaint and request the submission of supporting documents.
- Send a letter to the accused establishment via email, including the details and documents of the complaint, and request a response within a 5-working-day deadline.
- 3. After the deadline of the letter has passed and no response or resolution has been received from the accused establishment, send a notification to it via email, referring to the previous letter and setting a 3-working-day deadline for the response.
- 4. After the deadline of the notification has passed and no response or resolution has been received from the accused establishment, send a final notice, or summons via email, setting a 3-working-day deadline for response or for the establishment to visit the Consumer Protection Center.



- 5. If the deadline of the final notice or summons has passed and the accused establishment has not responded, visited the center, or resolved the complaint, seek legal opinion from the legal researcher at the center to issue a binding decision against the establishment. The decision should ensure the establishment's compliance with the obligations set by the center within 5 days, as well as the correction of any irregularities in accordance with the provisions of Law No. (35) of 2012 on Consumer Protection and its executive regulations.
- 6. If the establishment fails to comply with the center's decision within the given timeframe, administrative and legal actions will be taken against the establishment as deemed necessary by the center, in accordance with the provisions of Law No. (35) of 2012 on Consumer Protection and its executive regulations.
- 7. If the establishment responds to the center within the aforementioned deadlines, the response will be reviewed by the center. An attempt will be made to resolve the complaint amicably if possible. Then, a response will be provided to the establishment if it is found to be in violation of the provisions of Law No. (35) of 2012 on Consumer Protection and its executive regulations. The establishment will be requested to resolve the complaint and correct any irregularities in accordance with the law, while responding to the center regarding the actions taken to resolve the complaint. If the center finds no violation by the establishment or if the complaint is not proven in favor of the complainant, the complainant will be contacted by phone to inform them of the final outcome of the complaint, and the complaint file will be closed.

### When should I Complaint?

- 1. Refusing to sell or provide a receipt when requested by the consumer at the time of purchase.
- 2. Non-compliance of the store with the established sales policy.
- 3. Placing the phrase "Sold goods are non-refundable and non-exchangeable" on invoices or any signs in the store.
- 4. Requiring the purchase of one product with another, for example, "When buying a mobile phone, the seller obliges you to buy accessories".
- 5. Discrepancy between the advertised price and the price at the time of payment.
- 6. Adding fees when consumers use credit cards for payment at sales outlets.

- 7. Adding fees to the bill for food and beverages in non-touristic restaurants under the name of service charges.
- 8. False discounts or unauthorized deceptive promotional offers.
- 9. Misleading advertisements.
- 10. Manipulating production or expiration dates of a product.
- 11. Selling and advertising products through pyramid or network marketing.
- 12. Refusing to refund or replace goods within 15 days from the date of purchase, in case the goods have a defect, malfunction, or do not conform to the legally approved specifications or the agreed-upon terms.
- 13. Providing verbal guarantees and refusing to provide a written and documented guarantee.
- 14. Failure of the provider to supply necessary spare parts and maintenance for the product for a reasonable period that corresponds to the nature of the product. An agreement can be reached in writing with the consumer on a specific period, and the provider is exempted from this obligation if the consumer is notified in writing of the unavailability of spare parts for the product and the consumer agrees to it.
- 15. Restricting the free flow of products to the market, wholly or partially by hiding or storing them without justification or refusing to deal with them.
- 16. Blocking the availability of certain products in the market, wholly or partially for a specific individual.
- 17. Withholding necessary information or misleading regarding a specific product, whether about its essential characteristics, origin, or any related data.