

# Checklist for consumers - Free package samples

## Pay attention when ordering something marketed as “free sample product”!

You need to be extra careful when ordering free sample products online or via social media. The so-called “free” sample product can often turn out to be a very expensive subscription. Always be very skeptical of offers that sound too good to be true. Consider the following before responding to an advertisement for a free trial:

- Check who you are dealing with and where the company is based. Read online reviews to learn about the experiences of other consumers.
- Carefully read the company’s terms and conditions to find out the true extent of your obligations under the contract. If they are not visible on the advertisement you should go to the company’s website and see if you can find them there.
- Keep a copy of the terms and conditions. If you can’t find the terms and conditions, do not agree to what is being offered. When reading the terms and conditions you should in particular look for:
  - Information about the total price.
  - Information about your rights to withdraw from the contract.
  - Information about the company’s cancellation and return policy.
  - Read the small print! Make sure you are not inadvertently agreeing to a subscription.<sup>1</sup>
  - If any of this information is hidden or not present, considering making your purchase elsewhere.

## To-do-list after ordering sample products online

If you have ordered a free sample product online and end up receiving the product along with an invoice or if your credit/debit card has been charged, follow these steps:

- Send a written complaint via e-mail or letter to the company explaining the issue and inform them that you do not intend to pay. Indicate the invoice number, amount and date of the invoice and the reason why you will not pay. Request a reimbursement if your debit/credit card has been charged without your consent. It is important to keep relevant documentation when disputing an invoice or unauthorised debit/credit card charge. Keep copies of all correspondence exchanged.
- Send the item back and save the postage receipt.
- Never sign the complaint letter with your signature. There have been cases where companies have copied and forged signatures. Write your name with regular letter, not as a handwritten signature.
- If the trader sends you a new invoice or payment reminder you are not obliged to contest the claim again, but if you want to you can send a reply and refer to previous correspondence.
- If the trader has taken the matter to a debt collection company you are equally not obligated to pay but it is important that you dispute the claim. Debt collection companies are not allowed to ask for payments that you are not legally obliged to pay. It is up to the trader to prove that you are obliged to pay.
- You do not risk a payment default<sup>2</sup> just because you dispute a claim by a debt collection company. You will

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<sup>1</sup> For more information, see the “Checklist for consumers before ordering” in the report “Too good to be true, it probably is, unfair commercial practices and unsolicited goods”, p. 36. [http://www.konsumenteuropa.se/PageFiles/158545/Too\\_good\\_to\\_be\\_true\\_It\\_probably\\_is\\_Unfair\\_Commercial\\_Practices\\_and\\_Unsolicited\\_Goods.pdf](http://www.konsumenteuropa.se/PageFiles/158545/Too_good_to_be_true_It_probably_is_Unfair_Commercial_Practices_and_Unsolicited_Goods.pdf)

only get a payment default when a court has ruled that you are obligated to pay, and you still choose not to pay.<sup>3</sup> Dispute any invoice that you do not think you should pay.

- If the trader does not reimburse the money that has been charged from your credit card without your consent, you should contact your credit card company for assistance.
- Close your credit/debit card if the trader continues to draw money from your account without your consent.
- If you are unable to solve the complaint with a company located in another EU country or Norway and Iceland, contact the ECC-office of your country of residence for further advice and assistance.<sup>4</sup> Some ECCs have a complaint guide with letter templates available in different languages facilitating the complaint process. Contact your ECC<sup>5</sup> to see if they have such a letter available.

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- 2 A record for payment default is a record kept by credit reference agencies, noting if you have not kept up with your payments.
  - 3 In Denmark consumers can be registered in payment default companies after receiving 3 payment reminders as long as the last reminder informs the consumer about the registration. It is not necessary to get a ruling from the district court.
  - 4 For more information, see the “To do-list for consumers after ordering” in the report “Too good to be true, it probably is, unfair commercial practices and unsolicited goods”, p. 37. [http://www.konsumenteuropa.se/PageFiles/158545/Too\\_good\\_to\\_be\\_true\\_It\\_probably\\_is\\_Unfair\\_Commercial\\_Practices\\_and\\_Unsolicited\\_Goods.pdf](http://www.konsumenteuropa.se/PageFiles/158545/Too_good_to_be_true_It_probably_is_Unfair_Commercial_Practices_and_Unsolicited_Goods.pdf)
  - 5 [http://ec.europa.eu/consumers/ecc/contact\\_en.htm](http://ec.europa.eu/consumers/ecc/contact_en.htm)



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