



Ms. Trinette Gibbs v BAC Couriers

Case No.: G-01202023-A-30

Hearing Dates: 14th July 2023, 11th August 2023

Commissioners Present: Mrs. Allizen Welch-Critchlow, Ms. Nalinie Singh and Mr. Jason Allicock

Parties present: Complainant: Ms. Trinette Gibbs, **Supplier:** Mr. Devon Bond

Facts:

1. Ms. Trinette Gibbs (“the complainant”) purchased a new 55” Hiense A6 Series television (“TV”), valued at \$330 US dollars, online from Amazon sometime on 29th December 2022. The said TV was shipped by Amazon and it was delivered to BAC Couriers’ warehouse in Doral, Florida, United States of America on 09th January 2023. BAC Couriers then shipped the TV to Guyana. The invoice for the shipment of the TV by the supplier was admitted into evidence at the hearing.
2. On 13th January 2023, the complainant and her husband, Mr. Abraham Gibbs, went to BAC Courier’s office to uplift the TV. According to the complainant, while she was there representatives of the supplier could not locate the TV at first but she subsequently spotted the TV on the ground. When the complainant received the TV, she and her husband opened it and inspected it in the presence of a BAC representative. It was discovered that the TV screen was punctured and cracked. It was also observed that the box that contained the TV had scotch tape on the outside and a hole as if something punctured the box. The complainant alleged that she informed the representative of the discovery and she was assured that the matter would be dealt with. The complainant further alleged that she was persuaded to take the TV but she refused and left the TV in the supplier’s possession. The complainant continued to pursue the supplier for compensation but this was unsuccessful. As a result, the complainant lodged a complaint with the Commission.

Investigation

3. The matter was investigated by the Commission’s Investigator, Mr. Gancsh Rampersaud. Mr. Rampersaud contacted a representative of BAC Couriers, Ms. Jenelle Bond, Chief Operations Officer, and relayed the complaint to her. Mr. Rampersaud indicated that he visited the supplier’s office to uplift the TV. He further stated that he did not get to access the area where they stored the cargo.

Supplier’s claim

4. Mr. Devon Bond (“the supplier”) stated that he was the CEO and he had direct dealings with the operations as it pertained to cargo and packages. The supplier claimed that he and his team had no knowledge of any puncture to the TV or damage to the box. According to the supplier, they only became aware of the issue on the day when the complainant raised the issue with the TV. The supplier further claimed that the cargo area was designed with small cubbies that were designed for small packages, therefore, larger packages were

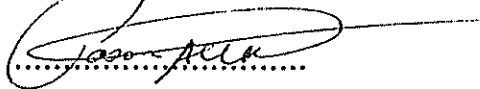
placed at the side or braced on a wall. The supplier alleged that the TV was safely placed on the ground and it remained in the same location until it was ready to be picked up. The supplier stated it was very common for customers to remind the staff that they had packages that they did not receive. The supplier further stated that customers who had issues with items which were uplifted are usually required to keep those items until an investigation was conducted.

5. The supplier claimed that he and his team determined that the TV was not damaged in transit to Guyana by comparing pictures taken of the package when it arrived at the warehouse in Florida, USA to the condition of the package when it arrived in Guyana. The supplier claimed that the complainant sought a redress from Amazon and was offered a refund but the supplier refused to ship the item back to Amazon. Instead, the supplier offered a refund of \$50 US dollars as per their insurance policy but the complainant refused the refund.
6. Mrs. Jenelle Bond testified as a witness for the supplier at the hearing. She stated that she and her team investigated the situation. Mrs. Bond stated that on 13th January 2023, the complainant sent a return label from Amazon which confirmed that she contacted Amazon. Mrs. Bond stated that she did not have direct contact with the complainant. Mrs. Bond stated that warehouse personnel usually did not open large packages with electronic items unless it was requested by BAC Couriers, upon approval by a customer.

Findings:

7. Based on the evidence presented by both the complainant and the supplier, The Board of Commissioners was unable to find at what point the damage occurred to the TV given that the TV was delivered to the supplier by a third party. Therefore, it could not be determined that the supplier inadvertently caused pecuniary loss to be sustained by the complainant.
8. The Board of Commissioners, therefore, finds that the supplier did not breach his obligation under *section 20(2) of the Consumer Affairs Act No. 13 of 2011*. However, we urge the supplier to pay the USD \$50 insurance claim to the complainant as was noted on the invoice that the complainant paid for insurance to cover up to USD \$50 in loss or damage.

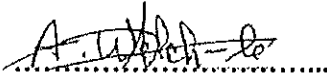
Dated-12th October 2023


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Mr. Jason Allicock, Commissioner


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Ms. Nalinie Singh, Commissioner


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Mrs. Allizen Welch-Critchlow, Commissioner