**Fit-Tribunal tal-Konsumatur**

**Edison Daniel Leudo Agudelo**

**Vs**

**Epic Communication Limited**

**CCT 66/25/MM**

**Today,** 24th July 2025

**The Tribunal**

Having seen the plaintiff's claim, filed on 7st April 2025, wherein he seeks the sum of one thousand seventy-nine euro and sixty-four cents (€1079.64) which he spent on an alleged defective Apple iPhone (128GB) from the defendant company.

Having seen the respondent's reply.

Having seen all the acts and documents of the case.

And having duly considered the testimonies given under oath and the submission of the parties.

**Considers**

The claimant filed a complaint before this Tribunal, alleging that he bought a defective Apple iPhone (128GB) from the defendant company on 27th January 2025 for the sum of one thousand seventy-nine euro and sixty-four cents (€1079.64). The claimant alleges that the phone is defective because the battery life amounts to 10 hours, rather than 22 hours as referenced in Apple's global marketing publicly available material.

The defendant company replied that the phone was tested by Malta's official Apple-authorised service centre and the technicians' job sheet clearly concluded that the Apple device *"was tested and worked fine, battery draining normally."* For this reason the defendant company did not accept to replace the device since it was not defective but out of goodwill offered the claimant to terminate the mobile phone contract without any penalty.

**Considers**

The claimant purchased an Apple iPhone (128 GB) from the defendant on 27 January 2025 for €1,079.64, asserting that its battery life of approximately 10 hours falls short of the 22 hours advertised in Apple's global marketing.

Under the Consumer Affairs Act (Cap. 378) and EU-derived legal guarantees, goods must conform to their description and public statements made by the trader or manufacturer (including advertisements and product literature) at the time of sale. If a defect appears within two years of delivery, the consumer is presumed not at fault unless the trader demonstrates otherwise. Apple's promotional battery figures (e.g., "Up to 22 hours video playback") refer to maximum potential under strict test conditions, such as controlled lab environments, fixed brightness, no background apps, and Wi-Fi only. These represent technical benchmarks, not guaranteed real-world performance. Thus, any alleged shortfall must be assessed against the disclaimer that actual battery life varies depending on usage, network conditions, settings, apps, etc. This is particularly true in the case at hand and is published in the same advertisement and information material provided by Apple.

The defendant company submitted a service report from Malta's Apple-authorised centre, stating that the device "*was tested and worked fine, battery draining normally.*" On the other hand, the claimant provided no expert report or measurement demonstrating a defect or deviation from expected battery performance under real-world conditions nor did he provide technical logs or comparative data. Neither did the claimant avail himself of the

opportunity to ask this Tribunal to request the appointment of an independent expert to verify battery capacity or performance.

**Considers**

The Tribunal must determine if the device fails to conform to the advertised battery expectations, and if so, whether the cause lies in a manufacturing defect rather than consumer usage or normal variance.

In the present case, the Tribunal can only rely on the only independent and subjective evidence that it has; i.e the Apple -authorised service centre's expert report which supports the defendant company's view that the device functions as expected under normal conditions.

**Decide**

After evaluating the evidence and the legal provisions applicable to consumer rights in Malta, the Tribunal finds in favour of the respondent. For the reasons stated above, the Tribunal rejects the claimant's request for compensation and dismisses the claim.

Costs to be supported by the claimant.

**Avv. Martha Mifsud LL.D.**

**Arbiter**