

Consumer Protection Regulations

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1 Introduction

1.1 These regulations replace the following regulatory instruments...(cite instruments)

1.1.1 Part X of the Telecommunications Act of 2007 grants the LTA the power to issue regulations, instruction, decisions, and rules regulating the conditions, level and scope of services provided by the Licensees to subscribers, including standards and quality of the provided services, terms of supply, the handling of subscriber complaints and disputes, provision of information to subscribers, usage of subscriber personal information and the provision of bills to subscribers.

1.2 These regulations are issues pursuant to the provisions of the Telecommunications Law and the powers vested in the LTA

1.3 These regulations apply to all Licensees that provide Telecommunications services in Liberia. Licensee is required to obligate their agents and representatives to adhere to these regulations.

1.4 These regulations are in addition to and complement all other applicable laws and the LTA's regulatory framework. Nothing in these regulations shall be deemed to excuse, qualify or modify the Licensees' obligation to comply with any other laws of the Republic of Liberia or provision of the LTA's Regulatory framework in effect at that time.

2 Definitions

2.1 The terms, words, and phrases used in these Regulations shall have the same meaning as are ascribed to them in the Telecommunications Act unless these Regulations expressly provides for otherwise, or the context in which those terms, words and phrases are used in these Regulations requires otherwise. For the purposes of these Regulations, the following terms and words shall have the meanings ascribed to them below:

2.1.1 "**Consumer**" means any person, whether a natural person or a legal entity but excluding a Licensee, which person consumes or may consume a Public Telecommunications Service provided by a Licensee;

2.1.2 "**Consumer Complaint**" means any correspondence or communication registered by any reasonable means at any place authorized by the Licensee for such purposes, from a Subscriber expressing dissatisfaction or grievance with that Licensee's provision of a Public Telecommunications Service to that Subscriber or from a Consumer expressing dissatisfaction or grievance on a matter within the direct scope of a Licensee's business and on which matter the Consumer has some legitimate interest;

2.1.3 "**Consumer Dispute**" means any correspondence or communication accepted by the TRA from a Consumer expressing dissatisfaction or grievance on the outcome of a Consumer Complaint or on matters within the direct scope of a Licensee's business and on which matter the Consumer has some legitimate interest;

2.1.4 Licensee” means: any person granted a license by the LTA to conduct a Regulated Activity in the Republic of Liberia pursuant to the provisions of the Telecommunications Law;

2.1.5 Marketing Communications and Practices” or “marketing communications and/or practices”, is defined to include, but not be limited to, all marketing through newspapers, magazines, brochures, leaflets, circulars, mailings, e-mails, text transmissions, fax transmissions, catalogues, follow-up literature and other electronic and printed material; posters and other promotional media in public places, including moving images; cinema and video commercials; advertisements in electronic media, including broadcast media; online advertisements in paid-for space, for example, banner and pop-up advertisements; and public statements by Licensees and their agents and representatives, including but not limited to, statements, whether or not made or placed for consideration, made in news articles, press releases, and electronic media, including the internet and broadcast media, and at public forums;

2.1.6 Regulations or these Regulations” means: the **Consumer Protection Regulations** including any annexure thereto, as issued by the LTA and amended from time to time;

2.1.7 Subscriber” means a person, whether a natural person or a legal entity but excluding a Licensee, which person has a contract with a Licensee for the supply of Telecommunications Services by the Licensee to that person;

2.1.8 Subscriber Information” means any personal data relating to a specific Subscriber and includes, but is not limited to, that person’s: name, address, bank account details, credit card details, service usage details, call records, message records, any information derived from a Subscriber’s use of telecommunications services, account status, payment history, and credit rating;

2.1.9 Telecommunications Law” means: Telecommunications Act of 2007.

2.1.10 “LTA” means: the Telecommunications Regulatory Authority, which pursuant to the provisions of the Telecommunications Law is the General Authority for Regulating the Telecommunications Sector”.

3 General Provisions

3.1 Licensees are encouraged to promote awareness and generally assist their Subscribers to get the best from the telecommunications services and products

3.2 In the event that any of the provisions in these regulations are inconsistent or incompatible with the provisions of any applicable law in the Republic of Liberia then such provisions in the applicable law shall take precedence to the extent necessary to address any such inconsistency or incompatibility.

3.3 Notwithstanding the generality of the provisions of Part X of the Telecommunications Act of 2007, acting on its reasonable discretion, may from time to time require the Licensees to promote awareness to its Subscribers on certain matters as specified and justified by the LTA at that time.

4 Provision of Information to Consumers (Pre-contract)

4.1 Licensees shall take all reasonable steps to provide details of the standard price, standard terms and conditions of the standard services offered by the Licensees to Consumers in order that Consumers may make informed decisions.

4.2 Licensees shall ensure that all information is: accurate and complete; available in the English language as the Consumer may so prefer; provided before the Consumer enters into a contract with the Licensee; and provided in plain language

4.3 Depending on the nature of the service in question, as well as the particular sales channel in question and the information made available to the Consumer as a result of the sale of other services the Consumer may already have subscribed to, Licensees shall, during the pre-contract stage and prior to providing any service, appropriately inform the Consumer of the following as applicable:

4.3.1 details of any discounts and special offers that may apply to the provision of the service and the period or periods during which any such discounts apply, and if applicable the terms that will apply on expiry of any discounts and special offers;

4.3.2 details of any exit charges that may apply if the Consumer exits the contract prior to the expiration of the contract;

4.3.3 details of any limitations or restrictions on the use of the service including in particular any limits on the volume of usage, any restrictions on the use of “over the top services or applications”, any fair use policies, and

4.3.4 details of any fees that would become payable if any such limits are exceeded;

4.3.5 the frequency of the price or the circumstance giving rise to the price becoming payable;

4.3.6 the circumstances under which the prices may vary during the term of the contract;

4.3.7 if possible, any rental charges which may still be applicable during any period of service outage for that specific service;

4.3.8 any charges which may be applicable in case a prepaid account is not recharged with sufficient funds;

4.3.9 any refund of unused credit (remaining balance) or advance payments (i.e. security deposits) or other arrangements for which the Consumer is eligible in the event of non-renewal of prepaid account, cancellation of service, disconnection of service, subscription transfer or Licensee’s discontinuation of a service etc.;

4.3.10 Information as to whether after sales support is available, the circumstances in which it is available and the contact details for after- sales support and whether a charge is payable for after sales support;

4.3.11 if possible, any compensation, refund or other arrangements which may apply if the

Licensees' commitments (e.g., quality of service) are not met; and

4.3.12 any other applicable conditions or restrictions

4.4 Where a service is packaged with another service and/or product, Licensees shall inform Consumers of the price the Consumer would pay if they obtained that service and/or product separately and of any additional terms and conditions or restrictions that apply.

5.0 Provision of Subscriber Contracts

5.1 Depending on the nature of the service in question, as well as the particular sales channel in question, Licensees shall provide new Subscribers with a written contract, by which the contract shall clearly and unambiguously express the full terms and conditions including any restrictions, limitation, fair use policies etc, relating to the supply of the related service. These provisions do not exclude the possibility of the Licensee incorporating published documents such as terms and conditions, fair use policies, scale of tariffs etc. into the Subscriber contract by reference, provided that any such incorporated document is published in a manner which makes the document readily available to the Subscriber at all reasonable times during the term of the Subscriber contract.

5.2 When provided, Subscriber contracts shall be written in the English language in clear terms.

5.3 At a minimum, the contract shall include terms that clearly state the following: the commencement date of the contract; the minimum term (duration) of the contract, if applicable; the terms and conditions relating to the delivery and/or activation of the service; the Subscriber's obligations under the contract and the consequences arising from a breach of those obligations by the Subscriber;

5.3.1 the terms and conditions concerning early termination by the Subscriber, including the amount of (or the method of calculating) any charges that would become payable by the Subscriber for early termination; the terms and conditions concerning any limitations or restrictions on the use of the service including in particular any limits on the volume of usage, any restrictions on the use of "over the top services or applications", any fair use policies, and details of any fees that would become payable if any such limits are exceeded; the conduct or events that may give rise to a right to terminate the contract before expiration of the minimum term if applicable, and which party has those early termination rights;

6.0 Activating and Deactivating Telecommunications Services

6.1 Licensees shall not register, charge or otherwise avail a service to a Subscriber that the Subscriber has not expressly ordered or opted to pay for. Subscribers shall not be deemed to have accepted an offer for service simply by failing to opt out of the offer.

6.2 The provisions of 6.1 shall not apply in circumstances where an existing Service, **i.e.** a service that a subscriber has expressly ordered, is extended or renewed on terms which are consistent with the terms of the contract for that existing service, or are unquestionably without prejudice to

the Subscriber or are unquestionably to the advantage of the Subscriber. The LTA will publish and maintain up-to-date a Guidance Note on this matter to provide advice and guidance on how these provisions are to be interpreted.

6.2.1 To the extent that it is feasible and practicable, Licensees shall adopt procedures so as to provide Subscribers with confirmation of the activation, deactivation, or migration of services and/or features.

6.2.1.1 To the extent that it is feasible and practicable, Licensees shall use reasonable efforts to offer Subscribers simple functionality to cancel or block any additional value added services which are provided by default to Subscribers, upon subscription to main services, and which are ancillary to those main services, and which generate usage charges when used. Licensees shall make information about this functionality available in an easily accessible manner and free of charge.

6.3 Except in cases of absolute service cancellation or in cases involving the return of equipment belonging to the Licensee, or in cases objectively justified otherwise, the Subscriber shall not be required to visit a Licensee's business centre in order to cancel/de-activate individual services or features. Licensees shall ensure that the methods of cancellation of a service are equally convenient and no more complex than the methods for ordering that service. For instance, if one can subscribe to any given service by SMS then it shall also be possible to use SMS for the purposes of cancelling that service.

6.3.1 Exit interviews' may be conducted, provided that the Subscriber consents to the interview, and the interview takes place after service cancellation.

6.3.2 In circumstances where Licensees require Subscribers to lodge a deposit with the Licensee (e.g. security deposit for international roaming): the Licensee shall have a procedure for returning such deposits to Subscribers. The procedure for returning deposits shall not be restrictive, and shall be no more onerous on the Subscriber than the procedure used by the Licensee to collect such deposit.

6.3.3 Where services are subject to upgrade or migration options, Subscribers shall be provided with clear information regarding the upgrade or migration terms, including any changes in service performance and any change in the tariff for the service. Licensees may not upgrade or migrate a Subscriber without the expressed permission of the Subscriber unless such upgrade is unquestionably without prejudice to the Subscriber or is unquestionably to the advantage of the Subscriber.

7.0 Service Consumption Monitoring By Subscribers and Price Transparency During Service Consumption

7.1 Where-ever possible, Licensees shall make available a means by which Subscribers can, free

of charge to the Subscriber, monitor service consumption at any given point in time and in the case of pre-paid service, a means by which Subscribers can, free of charge to the Subscriber, check the credit balance on the account.

7. 2 In circumstances where a service plan includes an amount of “free” service units, the Licensee shall where-ever possible, provide a means by which a Subscriber can, free of charge to the Subscriber, check current usage at any time and determine the amount of included service units not yet consumed.

7.3 With regard to the provisions of articles 7.1 and 7.2, Licensees are encouraged to develop automated tools such as “smart phone apps” or other such tools or applications to provide transparent information to Consumers in a seamless, real time, cost-free, manner. The provisions of this Article 7.3 are not mandatory.

7.4 Upon request, Licensees shall provide Subscribers with timely, accurate and up- to-date information about the prices, conditions and options relevant to those Subscribers.

8.0 Notification of Price Increases and Notification of Roaming Costs

8.1 Licensees shall, use appropriate means to notify Subscribers, at least twenty-eight (28) calendar days prior to any price increase, or any change in the terms and conditions that have the effect of a price increase, being implemented for services to which they are subscribed. Licensees shall offer Subscribers the opportunity to terminate their contracts without penalties before an increase in prices takes effect.

9.0 Subscriber Invoices and Receipts

9.1 Licensees shall, take all reasonable measures to provide Subscribers who are subscribed to post-paid services with accurate and transparent invoices. The invoice shall: be provided free of charge; be in writing in the English Language set out the details of the charges contained in the invoice; and be provided in paper or electronic form (as selected by the Subscriber).

As a minimum, Subscriber invoices shall contain the following information

- The name and registered address of the Licensee issuing the invoice
- The Subscriber’s account number;
- The amount owing to the Licensee or, if applicable the amount owing to the Subscriber (credit balance);
- Itemized details showing how all charges and credits on the invoice have been calculated;
- The date by which payment is due to the Licensee;

- The method or methods by which payments can be made to the
- Licensee;
- Point of contact details for Subscribers wishing to make enquiries
- relating to the invoice and any charges therein.

9.1.1 A Licensee shall retain records of post-paid Subscriber's Invoices for a period of not less than two (2) years or for such longer period as may be mandated by any competent authority.

9.1.2 To the extent possible, Licensees shall automatically provide Subscribers with a receipt for any payment submitted to the Licensee. Such receipts may be provided in appropriate electronic format to an address 4 specified by the Subscriber and held on file by the Licensee.

10.0 Fair Use Policies

Fair use policies (FUP) shall be designed to be fair to both the Licensee and the Subscriber.

Licensees shall publish their fair use policies and take all reasonable steps to make them available to Consumers upon request. Prior to entering into a contract for a service which is subject to a fair use policy the Licensee shall inform the Consumer that the service is subject to a fair use policy and upon the Consumer's request take all reasonable steps to accurately explain the fair use policy.

11.0 Disconnection Due to Non-Payment of Invoices

11.1 Where a subscriber has not paid the licensee all or part of an invoice for services provided by a Licensee, any measures taken by that Licensee to effect payment or disconnection shall:

11.1.1 Where-ever possible, be preceded by appropriate warning to the subscriber in advance of any resulting service interruption or disconnection and the services concerned as far as is technically feasible describe the resulting implications and consequences of not doing so

11.1.2 Licensees shall attempt to limit service disconnection to the service(s) causing the disconnection. The licensee shall not restrict the Subscriber's usage of basic, non-substitutable services unless that service is the cause of the disconnection.

However, if the service is supplied as part of a bundled product, the Licensee may, at its discretion, disconnect the whole bundle.

Licensees shall provide Subscribers with continued accessibility to emergency numbers during the intermediate service interruption phases preceding the final service disconnection.

12.0 Privacy of Subscriber Information

12.1 Licensees shall take all reasonable and appropriate measures to prevent the unauthorized disclosure or the un-authorized use of Subscriber Information.

12.1.1 Without prejudice to the generality of the provisions of Article 12.1, a Licensee may

disclose subscriber Information if such disclosure is expressly permitted by the subscriber in question expressly permitted by any provision in these Regulations or any other aspect of the Regulatory Framework; made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity; or made in response to a lawful request from any competent authority in relation to matters involving the public interests and/or matters of state security; made to the LTA in accordance with these Regulations

12.2 Licensees shall take all reasonable measures to protect the privacy of subscriber Information that it maintains in its files, whether in electronic or paper form. Licensees shall use reliable security measures against risks such as loss or unauthorized access, destruction, leakage, inappropriate use, modification and/or unauthorized disclosure.

12.3 Licensees shall limit access to subscriber Information to its trained and authorized personnel who will include the Licensee's employees, directors, independent contractors and consultants, who are bound to protect the Licensees confidential information (which includes Subscriber Information) from un-authorized use and disclosure under the terms of a written agreement.

12.4 Licensees shall ensure that personnel engaged in the handling of Subscriber Information are fully aware of, and adequately trained in the Licensee's security and privacy protection practices.

12.5 Licensees must obtain a Subscriber's prior consent before sharing any subscriber Information with its affiliates and/or other third parties not directly involved in the provision of the telecommunications services ordered by the Subscriber.

12.5.1 Licensees who have access to Subscriber Information as a result of interconnection with another Licensee are strictly prohibited from using that Subscriber Information for any purposes other than interconnection. In particular, that data may not be used for any marketing purposes or anti-competitive practices.

12.6 Licensees shall not require Subscribers to provide any personal information related to any other person that is not essential and directly related to the provision of the service ordered, unless the Licensee is required to collect such information and data under the expressed instructions of a competent authority, in the interest of public or national security.

In circumstances where it is necessary to provide Subscriber Information to affiliates or other third parties who are directly involved in the supply of the telecommunications services ordered by Subscribers, the third-parties are required to take all reasonable and appropriate measures to protect the confidentiality and security of the Subscriber Information and to use it only as required for the purposes of providing the telecommunication service.

12.7 Licensee shall ensure that the contract between them and any affiliate or other third party holds that third party responsible for the privacy and protection of the Subscriber Information.

12.7.1 In circumstances where a Subscriber requests the Licensee to disclose his or her own Subscriber Information to that Subscriber, the Licensee shall disclose it free of charge and without delay after an adequate verification process.

12.8 The LTA may request any Licensee to provide the LTA with any Information that is essential to enable it to fulfil its duties. Such request shall be made in writing and the Licensee to which it

is addressed shall take all reasonable measures to supply the Subscriber Information as directed by the LTA. The LTA may, upon serving reasonable notice to a Licensee, visit the premises of a Licensee or its affiliate(s) where Subscriber Information is stored by that Licensee or its affiliate(s) in order that the LTA can review the security measures taken by the Licensee or its affiliate(s) with respect to maintaining the security of that Subscriber Information. In the event that the LTA, acting reasonably, is not satisfied with the security arrangements at a particular premises, the LTA reserves the right to instruct the Licensee, or instruct the Licensee to instruct its affiliate(s), to strengthen the security arrangements at that particular premises or relocate the storage of Subscriber Information to a more secure premises as may be deemed appropriate, and justified, by the LTA.

13.0 Consumer Complaints and Consumer Disputes

13.1 Licensees shall provide information to Consumers, which describe(s) how, when and where a Consumer Complaint may be filed. This information shall be easily obtainable by Consumers.

13.1.1 Licensees shall provide adequate provision to ensure that people with physical disabilities or other special needs are able to access the Licensee's complaint handling process. Licensees shall ensure that consumers with physical disability can be easily represented by their authorized representatives in order to make a complaint; providing a means of authorization can be easily established and verified.

13.1.2 Licensees shall provide consumers with at least one method of registering Consumer Complaints free of charge to the Consumer. Licensees shall reasonably assist any Consumer, to requesting, to formulate and to lodge a Consumer Complaint with the Licensee.

13.1.3 Licensees methods for lodging Consumer Complaints should not unduly deter Consumers from making a complaint to the Licensee. Licensees shall advise Consumers when they make a complaint of the indicative time frame required for the Licensee to investigate and resolve the complaint. Licensees shall acknowledge the receipt of each Consumer Complaint by providing the complainant with a reference number for the complaint. Such acknowledgement shall be provided immediately, in the case of complaints submitted by telephone or personal visit, and within five (5) business days in the case of a written complaint.

13.1.4 Conclusion of Consumer Complaint Where possible, Licensees shall seek to resolve a Consumer complaint on first contact.

13.2 Generally, Licensees shall conclude Consumer Complaints within thirty (30) business days after receipt or as soon as practical in all circumstances

13.2.1 Licensees shall enable the complainant to make enquiries regarding the progress of the complainant's case

13.2.1.1 If the period for conclusion takes longer than thirty (30) business days, Licensees shall inform the complainant as to progress and the expected conclusion date.

13.1.1.2 At the conclusion of the Licensee's examination of a Consumer Complaint, the Licensee shall inform the complainant of the outcome of the case and the offered remedies, if applicable

13.3 Consumer Complaint – Records and Reports

13.3.1 Licensees shall maintain records of Consumer Complaints for a minimum period of two (2) years, or such other period as may be specified in the License, after the conclusion of individual Consumer complaints.

13.4 Licensees shall submit monthly reporting data to the LTA. It is the LTA’s intention to work with the licensees to develop a pro forma template for these reports}. The monthly reporting data shall be due by the 30th calendar day of the month following the end of the quarter

13.5 Consumer Disputes

Generally, the LTA will handle Consumer Disputes only after a consumer Complaint has been handled by a Licensee as specified in these Regulations

13.5.1 To aid in its handling of Consumer Disputes, the LTA may request additional information from the relevant Licensee(s).

13.5.2 During the course of the Licensee’s handling of Consumer Complaints and/or the LTA’s handling of Consumer Disputes, the LTA may direct a Licensee to restore a Consumer’s service in whole or in part, or to implement any other remedy deemed reasonable and appropriate by the LTA.

13.5.3 At the conclusion of the Licensee’s investigation of a Consumer Dispute and pending the final resolution of the complaint, the Licensee shall contact and advise the Consumer of the outcome of the case.

13.5.4 At the conclusion of the LTA’s handling of Consumer Dispute, the LTA may direct a Licensee to undertake any remedy deemed reasonable and appropriate by the LTA.

14.0 Marketing Communications and Practices

14.1 No marketing communications or practice shall, or be likely to, mislead or deceive Consumers by inaccuracy, exaggeration, omission or otherwise.

14.1.1 Licensees shall not make claims about their own or another Licensee’s services, market position or status that are untrue or unsubstantiated. Examples include untrue or unsubstantiated claims that any Licensee is the market leader, the preferred provider, the only provider or ‘the’ national service provider.

14.1.2 Any footnotes or disclaimers in marketing communications or practices shall be readily visible and legible, audibly apparent and understandable and shall not contradict, materially qualify or otherwise alter the basis of the communication or practice.

14.1.3 In the event that any statement made by a Licensee is misquoted in the media to the extent that the misquote does, or may, result in an apparent breach of these Regulations, the Licensee shall take reasonable steps to procure a retraction or correction of the misquoted statement (s) in the same medium in which the erroneous statement (s) was (were) published.

Substantiation

16.4 Licensees shall hold documentary evidence to prove all claims made in marketing communications and practices, whether direct or implied. Licensees shall retain such evidence for a period of one year after the cessation of the relevant marketing communication or practice.

Legality

16.5 Marketing communication and practices shall comply with the laws of the Republic of Liberia and shall not encourage anyone to engage in unlawful or immoral behavior.

Children

16.6 Marketing communications and practices aimed at children shall take into account their special sensitivities and sensibilities and shall avoid undue or exploitative pressure.

Non- Exploitation of Consumers

16.7 Marketing communications and practices shall not exploit the credulity, lack of knowledge or inexperience of consumers.

16.8 Marketing communications and practices shall not take advantage of any individual group or group of consumers that is particularly vulnerable because of age, language barrier, physical or mental infirmity or any other relevant vulnerability of the individual or group of consumers.

Reference to Individuals

16.12 Marketing communications and practices shall not portray or refer to any person (whether a real person or a legal person) in an adverse or offensive way.

Testimonials and Endorsements

Testimonials and Endorsement, or edited portions thereof, shall be clear, accurate and documented, and shall be clearly identifiable as representing the opinion of the individual or entity issuing the statement or expressing the position. If the individual or entity is being compensated for the testimonial and/or endorsement, this shall be clearly stated in all materials featuring the testimonial or endorsement where it is reasonably necessary for the consumers to discern that the testimonial endorsement is an advertisement for which the individual or entity has been compensated.

Denigration of competition

Marketing communications and practices shall not discredit or denigrate the services, trademark; trade names other distinguishing marks, activities or circumstances of other Licensees.

Harassment or coercion

Marketing communications and practices shall not be unduly intrusive or coercive and shall not harass or be likely to harass consumers. Some factors that may be considered in making such a determination include the timing, nature and persistence of the marketing communication or

practice.

Prize Promotions

Prize promotions shall state clearly any conditions and cost of entry and any other factors likely to influence Consumers' decisions or understanding of the promotion. If it is not practical, for valid reasons, to include all such details in the respective marketing communications or practice, then the means and manner of accessing full information shall be included in all materials featuring the prize promotion.

Solicitation of Customers of other Licensees

Licensees shall not use marketing communications of practices to entice customers of another Licensee to switch their services in a misleading, confusing or deceptive manner.

In all cases, Licensees shall not switch customers of another Licensee to their own services without the customer's informed and prior express consent.

Prices, Services, Terms and conditions and comparative claims

16.13 References to prices, services, terms and conditions or comparisons thereof, shall be clear and transparent and shall not mislead or deceive or be likely to mislead or deceive consumers. If it is not practical, for valid reasons, to include the details of all prices, terms and conditions in the respective marketing communications or practice, then an explanation of the means and manner of accessing full information shall be included in the particular marketing communication.

16.14 New or changed prices or services shall not be announced or otherwise referred to in any marketing communication or practice unless such price or service is in accordance with LTA's Regulatory Framework in effect at the time.

16.15 The term 'free' shall not be used in any marketing or communications practice unless:

- a) It is in relation to an offer which involves no monetary obligation whatsoever, or;
- b) the only obligation is to pay shipping and/or handling charges and these charges do not exceed the reasonable retail price for the actual handling, transport or delivery of the product or service; or
- c) It is used in conjunction with the purchase of a separate product or service, provided the price of the accompanying product or service has not been increased in concurrence with its inclusion in the offer

15.0 Audit of Billing Systems

15.1 The Licensees shall audit their respective billing systems and submit signed audit reports to the LTA at such intervals as the LTA will specify separately to each Licensee.

Publication of regulations

The LTA will publish these regulations in full on its website

Effective date

These regulations come into force on the date they are first published on the LTA's website

Consumer Protection Regulations
Annex 1
The LTA's Consumer Dispute Procedure

1. Introduction
2. Consumer Dispute Procedure

Generally, the LTA will handle dispute only after a consumer complaint has been handled by a Licensee as specified in these regulations.

This implies that in the first instance, a consumer who is dissatisfied with the services provided by a Licence should, in the first instance, raise the issue with the concerned Licence in accordance with the Licencee consumer complaint procedures.

In the event the Licence fails to resolve the matter to the satisfaction of the consumer, the matter may be escalated to the LTA for resolution under the LTA's consumer dispute procedure. This document provides full details on the LTA's Consumer Dispute Procedures.

Consumer Dispute Procedure

Any consumer who has submitted a consumer complaint to a Licencee and is dissatisfied, with the manner in which the Licencee handled the consumer complaint, including the outcome of the process, may submit a consumer complaint to the LTA.

The LTA will access the consumer dispute, and if the LTA considers the submission to be complete and appropriate, the LTA will correspond with the concerned Licensee on behalf of the Consumer.

The LTA will not accept Consumer Disputes, which in the reasonable opinion of the LTA are incomplete, frivolous, capricious or simply designed to damage the interests and good name of a Licensee.

Preparation of the Consumer Dispute

The person(s) submitting the consumer dispute must provide the following documents to the LTA:

The Name, Address and Contact details (Phone and Email) of the Consumer

The Licensee complaint reference number and the Consumer's account number

Copies of personal identification documents, i.e, Citizen ID card, Passport, or voter ID.

A written description of the dispute

Copies of all correspondence with the Licensee

Written authorization of power of attorney if the person submitting the complaint is not the consumer/account holder.