



## **Liberia Telecommunications Authority**

# **TELECOMMUNICATIONS CONSUMER PROTECTION REGULATIONS**

**LTA – REG – 0012**

**NOVEMBER 22, 2024**

*DF*

*dmel*

## Table of Contents

Part I: Introduction.....	3
1.0 Preamble.....	3
2.0 Purpose and Scope.....	3
3.0 Objectives.....	3
4.0 Definitions.....	4
Part II: General Provisions.....	5
5.0 Provision of Information to Consumers (Terms and Services) .....	5
6.0 Provision of Consumer Contracts .....	5
7.0 Activating and Deactivating Telecommunications Services.....	6
8.0 Service Consumption Monitoring and Price Transparency during Service Consumption.....	7
9.0 Notification of Price Increases and Roaming Costs.....	7
10.0 Consumer Invoices and Receipts.....	7
11.0 Fair Use Policies.....	8
12.0 Disconnection Due to Non-Payment of Invoices.....	8
13.0 Privacy of Consumer Information.....	8
14.0 Consumer Complaints and Disputes.....	10
15.0 Consumer Complaint – Records and Reports.....	11
16.0 Consumer Disputes.....	11
17.0 Marketing Communications and Practices.....	11
18.0 Substantiation.....	12
19.0 Legality.....	12
20.0 Children.....	12
21.0 Non Exploitation of Consumers.....	12
22.0 Reference to Individuals.....	12
23.0 Testimonials and Endorsements.....	12
24.0 Denigration of competition.....	12
25.0 Harassment or coercion.....	13
26.0 Prize Promotions.....	13
27.0 Solicitation of Consumers of Other Telecommunications Service Providers .....	13
28.0 Prices, Services, Terms and conditions, and comparative claims.....	13
29.0 Audit of Billing Systems.....	14
Part III: Amendment, Citation and Entry into Force.....	14
30.0 Amendment.....	14
31.0 Citation and Entry into Force.....	14
<b>Appendix A: Penalty for Violations of Telecommunications Consumer Protection Regulations.....</b>	<b>15</b>

*Di*

*Amr*

## Part I. Introduction

### **1.0 Preamble**

These Regulations have been developed by the Liberia Telecommunications Authority (LTA) pursuant to Part III Section 11. 1(q), (r), (w) and Part X of the Telecommunications Act of 2007.

### **2.0 Purpose and Scope**

These Regulations are intended to ensure service providers' adherence to the basic principles underlining fair dealing practices, confidentiality of Consumer Information, communications, quality of service, government authorities' access to service providers' premises, Consumer Complaint procedures and resolution, protection of personal information, non-discriminatory practices in the provision of services, and the establishment of clear procedures for the settlement of Telecommunications Service Providers' obligations to consumers.

These Regulations shall apply to all Telecommunications Service Providers.

### **3.0 Objectives**

The objectives of these Regulations are as follows:

- A. To ensure the protection of consumers' personal information against unauthorized access and usage;
- B. To protect the interests of consumers against unfair practices including matters relating to the availability and quality of telecommunications services, equipment, facilities, tariffs, and charges;
- C. To ensure Telecommunications Service Providers provide clear terms and conditions of their services to enable consumers make informed choices of services;
- D. To ensure access to consumers' premises by Telecommunications Service Providers in accordance with **Part X Section 59 (1) of the Act**; and
- E. To establish procedures for the settlement of obligations to consumers.

### **4.0 Definitions**

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 provide 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:

**"Consumer"** means any person, whether a natural person or a legal entity, that consumes or may consume a public telecommunications service provided by a Telecommunications



Service Providers.

**“Consumer Complaint”** means an expression of dissatisfaction formally made to a Telecommunications Service Provider in relation to its products/services, or a complaint handling process where a response or resolution is explicitly or implicitly expected by the consumer.

**“Consumer Dispute”** means any communication accepted by the LTA from a Consumer expressing dissatisfaction or grievance on the outcome of a Consumer Complaint, or on matters within the direct scope of a Telecommunications Service Providers’ business and on which matter the Consumer has legitimate interest.

**“Telecommunications Service Providers”** means a person who holds a license under the Telecommunications ACT 2007.

**“Marketing Communications and Practices”** is defined to include, but not 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 Telecommunications Service Providers 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.

**“Person”** Means a natural or other legally recognized person or entity, and includes a joint stock company, a limited liability company, a partnership, a sole proprietorship, a joint venture, or other form of entity whether incorporated or unincorporated.

**“Public Telecommunications Services”** means telecommunications services provided to the general public.

**“Standard Services”** Means Core services provided by Telecommunications Service Providers.

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

**“Consumers”** means subscribers.

**“Exit interview”** Means a final interview with a departing consumer. It is designed to gain an understanding of what the Telecommunications Service Provider can improve upon to retain the consumer.

**“LTA”** means The Liberia Telecommunications Authority.

**“The Act”** means the Telecommunications Act 2007.

**“Fair Use Policies”** means the limit set by Telecommunications Service Providers on the services provided to ensure all consumers have equal access to high quality service without



being unfairly impacted by the actions of others.

## **Part II: General Provisions**

### **5.0 Provision of information to consumers (Terms and Service)**

**5.1** Telecommunications Service Providers shall take all reasonable steps to provide details of the standard prices, terms and conditions of the standard services offered by Telecommunications Service Providers to Consumers to make informed decisions pursuant to Article 56 of the Telecommunications Act 2007.

**5.2** Telecommunications Service Providers shall provide clear, accurate, complete and understandable descriptions of available services, rates, terms, conditions, and charges for all services including regional or international roaming, and publish said information when authorized by the LTA.

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

### **6.0 Provision of Consumer Contracts (Post-Paid)**

**6.1** Depending on the nature of the service in question, as well as the particular sales channel in question, Telecommunications Service Providers shall provide new Consumers 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 Telecommunications Service Providers incorporating published documents such as terms and conditions, fair use policies, scale of tariffs etc. into the Consumer's contract by reference, provided that any such incorporated document is published in a manner which makes the document readily available to the Consumers at all reasonable times during the term of the Consumer's contract.

**6.2** At a minimum, the contract shall include terms that clearly state the following:

- A. The commencement date of the contract;
- B. The minimum term (duration) of the contract, if applicable;
- C. The terms and conditions relating to the delivery and/or activation of the service;
- D. The Consumers' obligations under the contract and the consequences arising from a breach of those obligations by the Consumers;
- E. The terms and conditions concerning early termination by the Consumers, including the amount of (or the method of calculating) any charges that may become payable by the Consumers for early termination;
- F. 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 may become payable if any such limits are exceeded; and/or
- G. 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.



## **7.0 Activating and Deactivating Telecommunications Services**

- 7.1 Telecommunications Service Providers shall not register, charge or otherwise provide a service to a Consumer that the Consumer has not expressly ordered or opted to pay for. Consumers shall not be deemed to have accepted an offer for service simply by failing to opt out of the offer.
- 7.2 Telecommunications Service Providers shall adopt procedures to provide Consumers with confirmation of the activation, deactivation, or migration of services and/or features.
- 7.3 Telecommunications Service Providers shall offer Consumers simple functionality to cancel or block any additional value-added services provided by default upon subscription, and shall also make information about this functionality available in an easily accessible manner and free of charge.
- 7.4 Except in cases of absolute service cancellation or in cases involving the return of equipment belonging to the Telecommunications Service Providers, or in cases objectively justified otherwise, the Consumer shall not be required to visit a Telecommunications Service Provider's business center in order to cancel/de-activate individual services or features. Telecommunications Service Providers 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.
- 7.5 Exit interview may be conducted, provided that the Consumer consents to the interview, and the interview takes place after service cancellation.
- 7.6 In circumstances where Telecommunications Service Providers require Consumers to lodge a deposit with the Telecommunications Service Provider (e.g. security deposit for international roaming), the Telecommunications Service Provider shall have a procedure for returning such deposits to Consumers. The procedure for returning deposits shall not be restrictive, and shall be no more onerous on the Consumers than the procedure used by the Telecommunications Service Provider to collect such deposit.
- 7.7 Where services are subject to upgrade or migration options, Consumers shall be provided with clear information regarding the upgrade or migration terms, including any changes in service performance and tariff for the service. Telecommunications Service Providers may not upgrade or migrate a Consumer without the expressed permission of the Consumer unless such upgrade is clearly without prejudice to the Consumer or is clearly to the advantage of the Consumer.

## **8.0 Service Consumption Monitoring and Price Transparency.**

- 8.1 Where-ever possible, Telecommunications Service Providers shall make available a means by which Consumers can, free of charge, monitor service consumption and check the credit balances on their accounts at any given point in time.
- 8.2 In circumstances where a service plan includes an amount of "free" service units, the



Telecommunications Service Providers shall, wherever possible, provide a means by which a Consumer can, free of charge, check current usage at any time and determine the amount of included "free" service units not yet consumed.

**8.3** With regard to the provisions of articles **8.1** and **8.2**, Telecommunications Service providers are encouraged to develop automated tools such as "smartphone apps" or other such tools or applications to provide transparent information to Consumers in a seamless, real-time, cost-free manner. The provision of this Article **8.3** is not mandatory.

#### **9.0 Notification of Increase in Prices.**

**9.1** Telecommunications Service Providers shall use appropriate means, for example, text messages, calls, etc. to notify Consumers at least thirty (30) calendar days prior to any price increase, or any change in the terms and conditions of services/products that have the effect of a price increase. In the case of a price change, Consumers shall have the right to terminate their contracts without penalties before an increase in prices takes effect.

#### **10.0 Consumers Invoices and Receipts**

**10.1** Telecommunications Service Providers shall take all reasonable measures to provide Consumers who are subscribed to post-paid services with accurate and transparent invoices. The invoice shall be provided free of charge, and could be in paper or electronic form.

**10.2** As a minimum, Consumers invoices shall contain the following information:

- A. The name and registered address of the Telecommunications Service Provider issuing the invoice;
- B. The Consumer's account number;
- C. The amount owed the Telecommunications Service Provider or, if applicable, the amount owed the Consumer (credit balance);
- D. Itemized details showing how all charges and credits on the invoice have been calculated;
- E. The date by which payment is due to the Telecommunications Service Provider;
- F. The method or methods by which payments can be made to the Telecommunications Service Provider; and
- G. Point of contact details for Consumers wishing to make enquiries relating to the invoice and any charges therein.

**10.3** Telecommunications Service Providers shall retain records of post-paid Consumers' Invoices for a period of not less than twelve (12) months pursuant to section 48 (3) of the Telecommunication Act 2007.

**10.4** Telecommunications Service Providers shall provide post-paid Consumers with a receipt for any payment submitted to the Telecommunications Service Provider. Such receipts may be provided in appropriate electronic or paper form to an address specified by the Consumer.

#### **11.0 Fair Use Policies**

**11.1** Fair use policies (FUP) shall be designed to be fair to both the Telecommunications Service Providers and the Consumers.



*Handwritten signature or mark in blue ink.*

**11.2** Telecommunications Service Providers shall publish their fair use policies and take all reasonable steps to make them available to consumers upon request. Before entering into a contract for a service which is subject to a fair use policy, a Telecommunications Service Provider 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.

## **12.0 Disconnection Due to Non-Payment of Invoices**

**12.1** Where a consumer has not paid a Telecommunications Service Provider all or part of an invoice for services provided by the Telecommunications Service Provider, any measures taken by the Telecommunications Service Provider to effect payment or disconnection shall be preceded by an appropriate warning to the consumer in advance of any resulting service interruption or disconnection; and as far as it is technically feasible, describe the resulting implications and consequences of not making full payment of the invoice amount.

**12.2** Telecommunications Service Providers shall limit service disconnection to the service(s) causing the disconnection. A Telecommunications Service Provider shall not restrict the Consumer'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 Telecommunications Service Provider may, at its discretion, disconnect the whole bundle.

**12.3** Telecommunications Service Providers shall provide Consumers with continued accessibility to emergency numbers during the intermediate service interruption phases preceding the final service disconnection.

## **13.0 Privacy of Consumer Information**

**13.1** Telecommunications Service Providers shall take all reasonable and appropriate measures to prevent the unauthorized disclosure or the unauthorized use of Consumers' Information.

**13.2** Without prejudice to the generality of the provisions of Section 13.1 above, a Telecommunications Service Provider may disclose Consumer Information if such disclosure is:

- A. Expressly permitted by the consumer;
- B. Permitted by any provision in these Regulations, the Act, and other applicable law; and
- C. Made in response to a lawful request by law enforcement agency or the courts to assist in the investigation of criminal activity.

**13.3** In the event a Consumer requests a Telecommunications Service Provider to disclose his or her Information to another person, said request shall be in writing and the requester shall make available a valid national identification document (passport, voter registration card, national ID card, or a driver's license) in addition to the written request for authentication.

**13.4** A Telecommunications Service Provider shall take all reasonable measures to protect the privacy of Consumer Information that it maintains in its files, whether in electronic or

paper form. Telecommunications Service Providers shall use reliable security measures against risks such as loss or unauthorized access, destruction, leakage, inappropriate use, modification and/or unauthorized disclosure.

**13.5** Telecommunications Service Providers shall ensure that personnel engaged in handling Consumer Information are fully aware of, and adequately trained in the Telecommunications Service Provider's security and privacy protection practices.

**13.6** Except in line with Part X Section 49 (1) of the Act, Telecommunications Service Provider shall obtain a Consumer's prior consent before sharing any other Consumer Information with its affiliates and/or other third parties not directly involved in the provision of the telecommunications services ordered by the Consumer.

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

**13.8** Telecommunications Service Providers having access to Consumer Information as a result of interconnection with another Telecommunications Service Provider are strictly prohibited from using said information for any purpose other than interconnection; and in particular, the information may not be used for any marketing purpose or anti-competitive practices.

**13.9** A Telecommunications Service Provider shall not require Consumers 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 Telecommunications Service Provider is required to collect such information, and data under the expressed instructions of a competent authority, in the interest of public or national security.

**13.10** Telecommunications Service Providers shall ensure that any contract entered into with any affiliate or a third party obligates the affiliate or the third party for the protection of Consumer Information and privacy.

**13.11** The LTA may, upon serving reasonable notice to a Telecommunications Service Provider, visit the premises of the Telecommunications Service Provider or its affiliate(s) to review the security measures put in place to protect Consumer Information and privacy.

**13.12** In the event that the LTA is not satisfied with the security measures at a particular premise, the LTA reserves the right to instruct the Telecommunications Service Provider, or its affiliate(s), to strengthen the security measures at that particular premises or relocate the storage of Consumer Information to a more secure premises as may be deemed appropriate, and justified by the LTA.

#### **14.0 Consumer Complaints and Disputes**

**14.1** Telecommunications Service Providers shall provide information to Consumers on how, when, and where a Consumer Complaint may be filed and said information shall be



easily obtainable by Consumers.

**14.2** Telecommunications Service Providers shall make adequate provision to ensure that people with physical disabilities or other special needs are able to access their complaint handling processes easily. The complaint-handling processes should take into consideration that consumers with physical disability are represented by their authorized representatives provided a means of authorization or verification can be easily established.

**14.3** Telecommunications Service Providers shall provide Consumers with at least one method of registering Consumer Complaints at no cost to the Consumer. Telecommunications Service Providers shall reasonably assist any Consumer lodging a Complaint with the Telecommunications Service Providers.

**14.4** Telecommunications Service Providers' methods for lodging Consumer Complaints should not unduly deter Consumers from making a complaint to the Telecommunications Service Providers. Telecommunications Service Providers shall inform Consumers about the time frame required for the Telecommunications Service Provider to investigate and resolve the complaint. Telecommunications Service Providers have a maximum of three (3) working days to resolve Consumer Complaints.

**14.5** Telecommunications Service Providers shall acknowledge the receipt of each Consumer Complaint by providing the complainant with a reference number. Such acknowledgement shall be provided immediately in the case of complaints submitted by telephone or personal visit. In the case of a written complaint, the acknowledgement shall be in writing.

**14.6** Telecommunications Service Providers shall resolve Consumer Complaints within three (3) business days, and shall provide an enabling environment for the complainant to make enquiries regarding the progress of the complaint resolution.

**14.7** At the conclusion of the Telecommunications Service Provider's examination of a Consumer Complaint, the Telecommunications Service Provider shall inform the complainant of the outcome of the case and the offered remedies, if applicable.

**14.8** Where a Telecommunications Service Provider fails to resolve a Consumer Complaint in accordance with Section **14.4** of these Regulations, the Consumer shall proceed to the LTA for further redress.

**14.9** Where the LTA has investigated the Consumer Complaint and found the Telecommunications Service Provider liable, the LTA may require the Telecommunications Service Provider to compensate the Consumer an equivalence of the loss incurred and/or pay a fine as may be determined by the LTA.

#### **15.0 Consumer Complaint – Records and Reports**

**15.1** Telecommunication Service Providers shall maintain records of Consumer Complaints for a Maximum period of two (2) years or such other period as may be determined by LTA.

**15.2** Telecommunication Service Provider shall submit quarterly reports on Consumer Complaints received and resolved to the LTA. The LTA shall work with the

Telecommunication Service Providers to develop templates for these reports. The quarterly report shall be due by the end of each quarter.

## **16.0 Consumer Disputes**

**16.1** Consumers Disputes shall be resolved in pursuant to Part III of the **Regulations for the Treatment of Confidentiality, Dispute Resolution, Compliance and Enforcement, 2009 (LTA-REG-0002)**.

**16.2** To aid in the resolution of Consumer Dispute, the LTA may request additional information from the relevant Telecommunications Service Provider(s).

**16.3** When resolving Consumer Complaints, the LTA may direct a Telecommunications Service Provider to restore a consumer's service in whole or in part, or to implement any other remedy the LTA may deem reasonable and appropriate under the circumstances.

## **17.0 Marketing Communications and Practices**

**17.1** No marketing communications or practices shall, or be likely to mislead or deceive Consumers by inaccuracy, exaggeration, omission of due information or otherwise.

**17.2** Telecommunications Service Providers shall not make claims about their own or another Telecommunications Service Providers' services, market position or status that are untrue or unsubstantiated.

**17.3** Any footnotes or disclaimers in marketing communication or practice 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.

**17.4** In the event that any statement made by a Telecommunications Service Provider is misquoted in the media to the extent the misquote results in an apparent breach of these Regulations, the Telecommunications Service Provider 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.

## **18.0 Substantiation**

**18.1** Telecommunications Service Providers shall hold documentary evidence to prove all claims made in marketing communications and practices, whether direct or implied. Telecommunications Service Providers shall retain such evidence for a period of two (2) years after the cessation of the relevant marketing communication or practice.

## **19.0 Legality**

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

## **20.0 Children**



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

### **21.0 Non-Exploitation of Consumers**

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

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

### **22.0 Reference to Individuals**

**22.1** Marketing communications and practices shall not portray or refer to any Person in an adverse or offensive manner.

### **23.0 Testimonials and Endorsements**

**23.1** 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.

**23.2** If the individual or entity is being compensated for the testimonial and/or endorsement, it 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 and/or endorsement is an advertisement for which the individual or entity has been compensated.

### **24.0 Denigration of competition**

**24.1** Marketing communications and practices shall not discredit or denigrate the services, trademarks, trade names, or other distinguishing marks, activities or circumstances of other Telecommunications Service Providers.

### **25.0 Harassment or Coercion**

**25.1** 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.

### **26.0 Prize Promotions**

**26.1** 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 practices, then the means and manner of accessing full information shall be included in all materials featuring the prize promotion.



## **27.0 Solicitation of Consumers of Other Telecommunications Service Providers**

**27.1** Telecommunications Service Providers shall not use marketing communications or practices to entice Consumers of another Telecommunications Service Provider to switch their services in a misleading, confusing or deceptive manner.

**27.2** In all cases, Telecommunications Service Providers shall not switch Consumers of another Telecommunications Service Providers to their services without the Consumer's informed and prior expressed consent.

## **28.0 Prices, Services, Terms and Conditions, and comparative claims**

**28.1** 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 practices, then an explanation of the means and manner of accessing full information shall be included in the particular marketing communication.

**28.2** New or changed prices shall not be announced or otherwise referred to in any marketing communication or practice except in accordance with **Part IX Section 42 of the Act**.

**28.3** 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;
- 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, transportation 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.

## **29.0 Audit of Billing Systems**

**29.1** Telecommunications Service Providers shall audit their respective billing systems and submit signed audit reports to the LTA at such intervals as the LTA may specify separately to each Telecommunications Service Provider.

## **Part III: Amendment, Citation and Entry into Force**

### **30.0 Amendment**

**30.1** The LTA may review or amend these Regulations pursuant to **Section 58 (2)** of the Act from time to time.

**30.2** In conducting a review or amendment of these Regulations, the LTA may request and receive advice or comments from external advisory groups or consultants. However, the advice or comments shall not be binding on the LTA.



**30.3** The LTA may issue additional Rules, Orders, or Notices on any aspect of these Regulations. Such rules, Orders or Notices shall be of general application or specific to a Telecommunications Service Provider from time to time.

**31.0 Citation and Entry into Force**

**31.1** These Regulations may be cited as the “Consumer Protection Regulations”, 2024 and shall come into effect on the day it is published.

**DONE BY THE LIBERIA TELECOMMUNICATIONS AUTHORITY**

**IN GOMPA CITY, NIMBA COUNTY, LIBERIA**

**ON THIS 22<sup>nd</sup> DAY OF NOVEMBER 2024**

 22/11/24

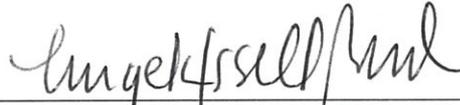
Hon. Ben A Fofana  
Acting Commissioner

 11/22/24

Hon. Patrick R. Honnah  
Acting Commissioner



Hon. Clarence Kortu Massaquoi  
Acting Commissioner



Hon. Angela Cassell Bush  
Acting Commissioner

12/02/2024

 22/11/2024

Hon. Abdullah L. Kamara  
Acting Chairman

## Appendix A

### Penalty for Violations of Telecommunications Consumer Protection Regulations

#### Introduction

This section outlines the penalties for violations of the Telecommunications Consumer Protection Regulations as per the Telecommunications Act of 2007 and subsequent amendments and regulations by the Liberia Telecommunications Authority (LTA). The goal is to ensure compliance with consumer protection standards in the telecommunications sector.

#### Legal Framework

These regulations are made pursuant to the Telecommunication ACT, 2007.

#### 1.0 Violations and Penalties

##### 1.1 Unfair Billing Practices

**1.1.1 Violation:** Charging consumers for services not provided, double billing, hidden charges, or unauthorized changes in tariffs by a dominant service provider.

##### 1.1.2 Penalty

- A. First offence: Fine of up to USD 5,000.
- B. Second offence: Fine of up to USD 10,000.
- C. Third offence: Fine of up to USD 20,000
- D. Continuation of this offence may lead to potential suspension of service authorization.

##### 1.2 Failure to Provide Information on Services

**1.2.1 Violation:** Failure to disclose terms of service, changes in tariffs (in accordance with section 42 of the Act) or failure to provide information regarding service quality.

##### 1.2.2 Penalty

- A. First offence: Warning notice with a compliance order.
- B. Second offence: Fine of up to USD 2,500 and mandatory public disclosure of corrective actions taken.
- C. Third offence: Fine of up to USD 5,000 and mandatory public disclosure of corrective actions taken.
- D. Continuation of this offence may lead to potential suspension of service authorization.

##### 1.3 Misleading or Deceptive Advertising

**1.3.1 Violation:** False or misleading promotions, advertisements, or claims about service quality, pricing, or availability. *font*

##### 1.3.2 Penalty

Penalties shall apply in accordance with the penalty stipulated in row three (3) of Table 8 in the Quality of Service Regulations.

#### **1.4 Unauthorized Use of Consumer Information**

**1.4.1 Violation:** Disclosure of consumer information to anyone without the consumer's written consent.

**1.4.2 Penalty:**

- A. First offence: Fine of up to USD 10,000.
- B. Second offence: Fine of up to USD 20,000.
- C. Third offence: Fine of up to USD 30,000.
- D. Continuation of this offence may lead to potential suspension of service authorization.

#### **1.5 Service Quality Violations**

**1.5.1 Violation:** Providing service that falls below the minimum quality standards established by the LTA.

**1.5.2 Penalty:**

Violations and Penalties on service quality are stipulated in the Quality of Service Regulations, and they shall be applied accordingly.

#### **1.6 Failure to Address Consumer Complaints**

**1.6.1 Violation:** Neglecting to resolve consumer complaints within the stipulated time-frame or failing to establish an effective complaint resolution mechanism.

**1.6.2 Penalty:**

Penalties shall apply in accordance with the penalty stipulated in row seven (7) of Table 7 in the Quality-Of-Service Regulations.

#### **1.7 Consumer Complaint Records and Substantiation of Claims**

**1.7.1 Violations:** Failure to retain records of Consumer Complaints and documentary evidence on claims made in marketing communications and practices for two (2) years.

**1.7.2 Penalties**

- A. First offence: Fine of up to USD 50,000 and mandatory public disclosure of corrective actions taken.
- B. Continuation of this offence may lead to potential suspension of service authorization.

#### **2.0 Enforcement and Compliance**

The LTA shall monitor compliance and enforce these penalties as stipulated.



### **3.0 Amendments**

These Penalty Regulations may be reviewed and amended by the LTA as necessary to address emerging issues and ensure effective consumer protection.