

CONSUMER PROTECTION GUIDELINES AND PROCEDURE



**L E S O T H O
C O M M U N I C A T I O N S
A U T H O R I T Y**

Communications Sector

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1. DEFINITIONS

“Authority” means the Lesotho Communications Authority;

“Bill” means an invoice from a Service Provider which includes debits and credits applied during the billing period and advises a customer of the total amount due, or in credit, when an amount is due and the payment method;

“Billing Period” means a period of time to which billed charges relate;

“Bundle” means a set amount of either data, calling minutes or number of SMS for a set price;

“Charge” means a tariff or fee which a Service Provider levies for the provision of a communications service or related transactions

“Communications services” means a telecommunication, broadcasting, postal or courier services;

“Complaint” an expression of dissatisfaction by a consumer about an action, lack of action or about the standard of a service relating to communications services;

“Consumer” means a natural person who is or may in the future be user of communication services;

“Customer” means a retail end user of communications services;

“Data” means the quantity of bytes purchased by an end user to access the internet;

“In-bundle charge” means a rate which applies as a result of a customer having purchased a bundle;

“Licensee” means a person who has been granted a licence by the Authority for the provision of a communications service;

“Opt-in” means to choose to be charged at out-of-bundle charges only in cases where bundles charges are applicable;

“Opt-out” means to choose to not be charged at out-of-bundle charges upon depletion of a bundle in cases where bundles charges are applicable;

“Out-of-bundle charge” means a tariff that a customer is charged upon depletion of an allocated bundle, which is usually at approved headline tariffs;

“Service provider” means a licensed provider of communications service.

2. INTRODUCTION

These guidelines are made in terms of section 5(1) (c) of the Communications Act, No. 4 of 2012 and rule 41 (3) of the Lesotho Communications Authority (Administrative) Rules No. 77 of 2016.

The aim of these guidelines is to facilitate achievement of adequate protection of consumers of communications services in Lesotho by outlining the rights and obligations of the consumers and service providers, and prescribing complaints handling processes.

3. CONSUMER RIGHTS AND OBLIGATIONS

Consumers of the communications services have the rights that have to be respected by the service providers and the obligations that they must fulfil in order to enjoy the communications services.

3.1 Consumer Rights

3.1.1 Access to Service

Consumers have a right of access to basic communications services that are reliable and of satisfactory quality. Communications services provided shall always include business terms and conditions for each product and service purchased by a customer;

3.1.2 The right to health and safety

Consumers have a right to be protected from communications services equipment that is hazardous to their health and safety. Service Providers must ensure that all equipment meets health and safety requirements before use by consumers and should regularly be checked to maintain this safety.

3.1.3 The right to be informed

Consumers have a right to receive clear, conspicuous, full and correct information to enable them to make informed choices. The information should include among others:

3.1.3.1 Terms and conditions for each product and service purchased by a customer;

3.1.3.2 Prior notification of changes to the contract during its validity period;

3.1.3.3 Notification about the availability of the consumer complaint procedures and such notifications shall be done in the following manner:

3.1.3.3.1 Licensees in the Broadcasting subsector shall read on air the prescribed declaration to allegiance to the Broadcasting Code as may be directed by the Authority.

3.1.3.3.2 Licensees in the Telecommunications and Postal subsector shall publicise consumer complaints procedures,

including information of where customers can lodge complaints when they are not satisfied, in every advertisement for products and services, that is on print (website/social media and/or on radio)

- 3.1.3.4 Service quality standards achieved by a service provider in terms of Lesotho Communications Authority (Quality of Service) Rule, 2022. Achieved service quality standards shall be published by a service provider at least 4 times in a year, where such publication must also include standards set by the Authority.

3.1.4 The right to complain

- 3.1.4.1 Consumers have a right to complain against a service provider and have their grievances heard. Complaints may include but not limited to:

- 3.1.4.1.1 quality of service,
- 3.1.4.1.2 delay in provision of service,
- 3.1.4.1.3 lost or damaged mail items,
- 3.1.4.1.4 charges of the services offered,
- 3.1.4.1.5 broadcasting content etc.

- 3.1.4.2 In exercising the right to complain, Consumers shall have the right to the following:

- 3.1.4.2.1 Access to complaints procedure of the service provider;
- 3.1.4.2.2 Full participation in the complaint handling process;
- 3.1.4.2.3 Ability to submit evidence and witnesses; and
- 3.1.4.2.4 Appeal mechanism if not satisfied with the decision.

3.1.5 The right to redress

Consumers have a right to receive a fair and prompt settlement and redress of *bona fide* claims against service providers. To this end, service providers should ensure that all customers have access to contact point(s) to make inquiries and/or lodge complaints.

3.1.6 The right to receive Quality of Service

Consumers have a right to receive a service with a quality that reflects the cost of the service at the level of service quality claimed by the service provider and that is at least of the standard prescribed in the Lesotho Communications Authority (Quality of Service) Rules and in the service agreements where applicable.

3.1.7 Right to fairness and non-discrimination

Consumer have a right to fair treatment without undue discrimination by service providers irrespective of their race, colour, sex, religion, language or social status. Such discrimination can take the form of denial of access to services, provision of different quality of service to different customers paying the same amount of money, discriminatory pricing etc.

3.1.8 Right to be protected against market abuse

Consumer have a right to be protected from market abuse such as excessive pricing, contractual lock-ins, unfair trade practises including false and misleading advertising as well as any form of anti-competitive behaviour.

3.1.9 Right to timely, clear and accurate billing and prepaid account charging

Consumers have a right to timely, accurate and clear bills for products and services they have consumed. Bills should also include the following information:

- 3.1.9.1 Name of the service provider;
- 3.1.9.2 Itemised call charges or data usage charges which shall include:
 - 3.1.9.2.1 Date and time of the call
 - 3.1.9.2.2 The number called
 - 3.1.9.2.3 Duration of call
 - 3.1.9.2.4 The total charge for the call
 - 3.1.9.2.5 Date and time of connection for a data session
 - 3.1.9.2.6 Duration and volume (in bytes) of session
 - 3.1.9.2.7 Total charge for each data session
- 3.1.9.3 For bundles billing, a service provider must ensure that a customer is:
 - 3.1.9.3.1 not defaulted into out-of-bundle charges upon depletion of a bundle
 - 3.1.9.3.2 provided with an option to opt-in or opt-out of out-of-bundle charges upon depletion of a bundle. This option must be made available from the time of purchase of a bundle and throughout the lifetime of a bundle;
 - 3.1.9.3.3 sent bundle usage depletion notification via SMS, push/voice-notification or any other applicable means when usage reaches 50%, 80% and 100%;
 - 3.1.9.3.4 provided with an option to buy additional bundles;
 - 3.1.9.3.5 where a customer does not opt in to out-of-bundle usage as per 3.1.9.2.4 above, a service provider must not permit any out-of-bundle data/calling/SMS usage by a customer until such time that a customer consents to be charged out-of-bundle charges.
- 3.1.9.4 prepaid customers have a right to know their balances at any time, free of charge

3.1.9.4.1 prepaid customers have a right to request itemised usage that shows details of all calls/SMS/data sessions made by the customer and such requests shall be met by the service provider within 2 working days.

3.1.10 Right to consumer education

3.1.10.1 Consumers have a right to be provided with education, advise and consultation on services offered by the service providers. This education is necessary to provide them with knowledge and skills that enable them to be informed consumers. To this end, a licensee must conduct education awareness campaigns aimed at:

- 3.1.10.1.1 educating consumers on the use of smart phones;
- 3.1.10.1.2 educating consumers on how to use data;
- 3.1.10.1.3 educating consumers on a broad range of products and services; and
- 3.1.10.1.4 publicising service quality levels achieved

3.1.10.2 A licensee must conduct at least four (4) educational awareness campaigns per annum.

3.1.11 Right to privacy

Consumers are entitled to a right to privacy regarding their personal information kept by the service providers. Consumers should be protected against unlawful use of personal information and unsolicited communication or messages. Customer information should be disclosed to any third party without the customer's written consent or by order of competent court of law.

3.1.12 Right to clear service contracts

Consumers have a right to be provided with contract or agreement for the provision of services and such contracts shall be written in clear, concise and easy to understand language avoiding technical terms. Such contracts should also have a clear exit and cancellation clause in situations where early termination is possible.

3.1.13 Right to freedom of choice

Consumers have a right to choose a service provider and the products and services they so require.

3.1.14 Right to file a complaint with the Authority

Consumers have a right of filing a complaint with the Authority about any service provider in accordance with these guidelines. Further consumers have a right to have their inquiries and complaints quickly and objectively responded to by the Authority.

3.2 Consumer Obligations

3.2.1 Prompt payment of bills

Consumers have an obligation to pay all their bills on time for the services and products consumed.

3.2.2 Obligations on terms and conditions of products and services

Consumers have an obligation to read and fully understand all the terms and conditions of products and services provided to them. If any term or condition is unclear, a customer should request clarification from the service provider. Consumers should know their rights and obligations, as making due inquiry on the information available to them.

3.2.3 Proper use of products and services

Consumers have responsibility to fairly make good use of the services offered to them and to use products/equipment according to their instructions, and only for the purpose for which they were intended.

3.2.4 Genuine claim

Consumers have a duty to make genuine complaints when claiming compensation against service providers.

3.2.5 Environmental protection

Consumers have a responsibility to ensure that disposal of wastes from utilization or consumption of communications services equipment is not done in a manner hazardous to the environment.

3.2.6 Respect contractual obligations in customer service agreement

Consumers shall respect and adhere to the provisions of the customer service agreements at all times.

3.2.7 Respect the privacy of other users

Consumers shall respect the privacy of other users of communications services.

4. SERVICE PROVIDERS' OBLIGATIONS

Service Providers shall:

- 4.1 Ensure easy access of information relating to their products, services, terms and conditions of service/products, prices, complaints handling procedure, service quality levels, etc. to enable customers to make informed choices. This can be achieved by for instance, publication of information on the websites, leaflets, pamphlets, etc.
- 4.2 Not subject consumers to unfair, dishonest, illegal, discriminatory or deceptive business practices that harms the interests of the consumers.

- 4.3 Develop and maintain programmes and mechanisms for customer education and awareness.
- 4.4 Protect consumers' privacy through appropriate control and security measures.
- 4.5 Provide consumers with a copy of a service agreement or contract written in an official language of his/her choice at the commencement of offering a service.
- 4.6 Not disconnect the service to a consumer while an investigation of a disputed portion of a bill/charge is still pending.
- 4.7 Receive and keep records of the complaints handled and submit them to the Authority upon request.
- 4.8 Establish a call centre that is accessible free of charge for 24 hours, 7 days a week and allow all customers (including customers that are suspended and persons living with disabilities) access to its call centre.
- 4.9 Establish and maintain complaint handling procedure that provides consumers with expeditious, fair, and transparent dispute resolution without unnecessary burden on the consumers. The complaints handling procedure should address among others the following:
 - 4.9.1 Steps to follow when lodging a complaint;
 - 4.9.2 Name(s) and contact details of person(s) authorised to receive and handle complaints;
 - 4.9.3 Steps that the service provider should follow in addressing the complaint;
 - 4.9.4 Timelines for resolution of the complaints; and
 - 4.9.5 The escalation process in a case where a consumer is not satisfied with the decision of the service provider.

5. INTERNATIONAL ROAMING

- 5.1 A telecommunications service provider must send a welcome message via SMS or any agreed method, to an end-use roaming internationally, with the following information:
 - 5.1.1 Summary of the terms and conditions for roaming;
 - 5.1.2 Charges applicable to incoming and outgoing voice, data and SMS services;
 - 5.1.3 Service care contact details; and
 - 5.1.4 Any other relevant information that will help the end-user to avoid bill shock.

- 5.2 A telecommunications service provider must ensure that all terms and conditions, including deposits, credit limits and tariffs in respect of international roaming are:
 - 5.2.1 sent to an end-user upon activation of international roaming via an agreed method;
 - 5.2.2 stated clearly in simple language on the service provider's website and must be easily accessible

6. TYPES OF COMPLAINTS TO LODGE

The types of consumer complaints may include the following:

- 6.1 Service provision issues relating to connection, billing information, faults, timely provision of service, automatic service renewal contracts, etc.
- 6.2 Postal and Courier Service Providers issues relating to billing information, lost, missing, damaged items and contractual obligations; and
- 6.3 Radio and Television broadcasting content.

7. LODGING A COMPLAINT AGAINST SERVICE PROVIDERS

- 7.1 A consumer who is aggrieved by the service provider should lodge a complaint with the service provider within a period of thirty (30) days.
- 7.2 A consumer may copy the complaint to the Authority for information purposes only.
- 7.3 In the event that a consumer is not satisfied with the resolution of the complaint by the service provider, a consumer may refer the matter to the Authority.

8. STEPS TO FOLLOW WHEN LODGING A COMPLAINT AGAINST PROVIDERS OF TELECOMMUNICATIONS, POSTAL & COURIER SERVICES

- 8.1 Before lodging a complaint, consumers should first check the terms and conditions of a service or contract with the service provider, where applicable.
- 8.2 When lodging a complaint with the service provider, consumers shall provide the following information to the service provider:
 - 8.2.1 Name and account or subscriber number of the complainant;
 - 8.2.2 Contact details of the complainant; and
 - 8.2.3 Nature of the complaint - stating all the facts clearly and concisely and providing copies of any relevant supporting documents where they are available.

- 8.2.4 The remedy sought by the complainant.
- 8.3 Upon receipt of the complaint, the service provider shall do the following:
 - 8.3.1 Register the complaint, allocate it a reference number and give the allocated reference number to the complainant; and
 - 8.3.2 Respond within 5 working days from the date of receipt of the complaint; and Resolve the matter within five (5) working days if the complaint is in relation to missing airtime, or money paid for prepaid and/post-paid telecommunications services. Provide explanation to the complainant if the matter is not resolved within 5 working days
 - 8.3.3 Resolve the matter within two (2) working days where the matter relates to a disconnection from service; and where there is a dispute in billing/money owing for service, the service provider shall not disconnect the service of the customer until the dispute is resolved. Provide explanation to the complainant if the matter is not resolved within 2 working days
 - 8.3.4 Resolve the matter within five (5) working days where a complainant has reported faulty service. Provide explanation to the complainant if the matter is not resolved within 5 working days
 - 8.3.5 Resolve all other matters, including those reported for postal and courier services within 20 days and provide explanation to the complainant if the complaint is not resolved within 20 days.
- 8.4 If the complaint is not resolved to the satisfaction of the complainant, the complainant may refer the complaint to the Authority. The referred complaint should include the following:
 - 8.4.1 Name, account or subscriber number and contact details of the complainant;
 - 8.4.2 Name of the service provider;
 - 8.4.3 Nature of the complaint – stating full facts, clearly and concisely;
 - 8.4.4 The date of the original complaint lodged with the service provider and reference number;
 - 8.4.5 Copies of record of correspondence of complaints with the service provider, where available;
 - 8.4.6 The remedies sought by the complainant.
- 8.5 Upon receipt of the complaint, the Authority shall:

- 8.5.1 Register the complaint;
- 8.5.2 Examine whether the subject matter of the complaint falls within the powers of the Authority.
- 8.5.3 Review the details of the complaint and if necessary, may request the service provider to re-examine the complaint in light of any relevant regulatory obligations;
- 8.5.4 Forward the complaint to the service provider who shall respond to the Authority within 3 working days;
- 8.5.5 Respond to the customer within 5 working days;
- 8.5.6 Take not more than 20 days to assess, investigate and resolve the complaint, and provide explanation to the complainant if the complaint is not resolved within 20 days.
- 8.5.7 Notify the complainant of the outcome when the investigation is completed.

9. STEPS TO FOLLOW WHEN LODGING COMPLAINTS AGAINST PROVIDERS OF BROADCASTING SERVICES

- 9.1 Any complaint related to the content of the broadcaster must first be lodged in writing with the concerned broadcaster.
- 9.2 A consumer may lodge a complaint against any broadcaster who broadcast content that is deemed to be in breach of the code of practice if it:
 - 9.2.1 offends against good taste or decency;
 - 9.2.2 contains the gratuitous use of offensive language, including blasphemy;
 - 9.2.3 presents sexual matters in a gratuitous, explicit and offensive manner;
 - 9.2.4 glorifies violence;
 - 9.2.5 is likely to incite crime or lead to disorder; or
 - 9.2.6 is likely to incite or perpetuate hatred against or gratuitously vilifies any person or section of the community on account of race, ethnicity, nationality, gender, marital status, sexual preference, age, physical or mental disability, religion or culture.
 - 9.2.7 is explicit before watershed period;
 - 9.2.8 unfair, inaccurate and partial in news and information programmes

- 9.2.9 that is controversial but fails to represent a wider range of views within a single program or series of programs
- 9.2.10 invades a person's privacy and family life.
- 9.3 A written complaint may be addressed to the Station Manager or Managing Director and shall include the following:
 - 9.3.1 Name and contact details of the complainant;
 - 9.3.2 Name, date and time of the broadcast of the programme complained of;
 - 9.3.3 Channel or station on which it was broadcast;
 - 9.3.4 Standard(s) believed to have been breached with supporting reasons; and
 - 9.3.5 Remedy sought by the complainant.
- 9.4 The broadcaster shall resolve the complaint within fourteen (14) days of receipt thereof.
- 9.5 In the event that the complainant is dissatisfied with the broadcaster's resolution, complainant may refer the matter to the Broadcasting Disputes Resolution Panel (BDRP) within fifteen (15) days of the resolution.
- 9.6 When filing a complaint with the BDRP, the complainant shall address it to the Secretary of the BDRP and include the following information:
 - 9.6.1 Name and contact details of the complainant;
 - 9.6.2 Attach all relevant correspondence between the complainant and the broadcaster in question;
 - 9.6.3 Name, date and time of the programme;
 - 9.6.4 Indicate standard(s) that has not been adhered to; and
 - 9.6.5 Nature of damage or injury suffered and the remedy sought.
- 9.7 Upon receipt of the complaint the BDRP Secretary shall:
 - 9.7.1 Register the complaint;
 - 9.7.2 Dispatch the written complaint to the broadcaster within five (5) working days of receipt thereof;
 - 9.7.3 Request the broadcaster to submit recordings of the program in question and written representations, if any, within five (5) working days of the receipt of the complaint.
- 9.8 Upon receipt of the information required in sub-paragraph 7.7.3 above, the BDRP shall:
 - 9.8.1 Hold hearing on a complaint within fifteen 15 working days of the receipt of the response from the broadcaster.

- 9.8.2 Deliver a ruling on a resolution of a complaint fifteen (15) working days of the hearing of the matter.
- 9.8.3 Refer all unresolved disputes to the Authority, with recommendations.

10. CONSUMER CARE AND SUPPORT

Below are the contact details that the consumers can use to make inquiries or lodge complaints:

LCA Toll Free Number – 101
Email: complaints@lca.org.ls
WhatsApp number: 6200 2021

Written complaints should be addressed to:

The Chief Executive Officer
Lesotho Communications Authority
30 Princess Margaret Road,
Old Europa,
Maseru 100, Lesotho

11. REVIEW OF THE DECISIONS OF THE AUTHORITY

Any consumer who is not satisfied with the decision of the Authority may seek appropriate relief in the courts of law.