

- What actions by the purchaser will mean that the warranty is no longer valid?

Note: Warranties can cover the supply of replacement parts. They can also cover the provision of such labour as will be required to repair the item. Consumers should note that in some cases the warranties differ in terms of the duration of the warranty, the replacement parts supplied and labour provided.

Where to start when making a complaint

It is advisable to commence the complaints procedure with an informal complaint - by telephoning or speaking to the vendor of the item of service. This gives them the chance to react in the correct manner and make immediate efforts to resolve the complaints amicably and swiftly.

If informal contact with the vendor does not deliver the required results, the next complaint should be delivered in writing. At this stage it is useful to check if the vendor has a specific route for consumers complaints - a specific complaints department, or complaints form. When making a written complaint:

- State ALL the facts clearly and concisely
- Remain objective and truthful - do not exaggerate
- Keep a copy of the correspondence
- Attach copies of all relevant documents to your complaint (Receipts, warranties/guarantees)

How do I file a complaint with the Communications Authority of Kenya?

In the event that repeated requests to a vendor or a service provider for assistance are not met satisfactorily - in whatsoever terms are pertinent - then the consumer is entitled to approach the Communications Authority of Kenya. This should be done as follows:

- In writing to the Director-General
- Providing copies of all documents pertaining to the complaint
- Providing an indication of how the consumer would like the complaint to be resolved

Need to know more?

For further information on the topic or any other aspect of health and safety with regard to communication equipment, please contact:

Disclaimer: While every attempt has been made to ensure that the information included in this document is accurate, it is intended ONLY as a guideline towards the safe operation of communications equipment and should not be regarded as (or used in lieu of) legal advice. The Communications Authority of Kenya will not, therefore, accept any liability for the consequences of any actions taken, or decisions made upon the information offered.

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How to Make a Complaint Regarding Communication Equipment or Service



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This brochure has been developed as part of the **Consumer Education Programme** of the **Communication Authority of Kenya**. It was compiled as a result of a review of material from various sources and presents the current perception of the information available on making a complaint in relation to the supply of telecommunications equipment or services.

Introduction

It is inevitable that complaints will arise in relation to the purchase of communication equipment and services. As a result, consumers can find themselves in disputes with vendors or service providers. There are, however, right and wrong ways to complain. There are also a number of regulations that have been specifically designed to protect the interests of the consumer.

Which body regulates all complaints against the communications industry?

In its mandate, the Communications Authority of Kenya is charged with the responsibility of ensuring that the provision of telecommunication services is conducted in such a manner as to confer optimum benefits, both to the citizens of Kenya, and to the economy of the nation. To this end, the Authority is empowered to handle all complaints that are made against those organisations which it has licensed to operate and to assist in the resolution of any disputes that may arise.

The rights of the consumer

A consumer has certain rights under the laws of Kenya. Before making any form of complaint, it is wise to know and understand what these rights are. Consumers are also advised to read all documents that may have been supplied at the time of purchase of a product or service, and to supply copies of all such literature in any communications they may have.

How is the consumer protected in Kenya?

In Kenya, the rights of the consumer are enshrined in **The Consumer Protection Act, 2012**. They are designed to ensure that the consumers are provided with full information regarding the price and quality of any product or service they may purchase, and to ensure that such goods are manufactured to safe and acceptable international standards. One such Act is **The Sale of Goods Act**, which is specifically designed to protect the consumer against unfair practices.

The United Nations Guidelines for Consumer Protection

In 1985, the United Nations issued its endorsement of eight specific 'consumer rights.' These are now internationally recognised and should be taken into consideration whenever problems arise between consumer and suppliers.

They are:

1. **The right to safety** – the right to be protected against products, production processes and services that are hazardous to health or life.
2. **The right to be informed** – the right to be given the facts a range of products and services offered at competitive prices. As a consumer, you have the right to expect satisfactory quality.
3. **The right to be heard** – the right to have your interests as a consumer represented in government policy.
4. **The right to redress** – the right to fair settlement of consumer disputes, including the provision of compensation in relation to the incidence of misrepresentation, the supply of shoddy goods or the provision of unsatisfactory services.
5. **The right to education** – the right of access to the knowledge and skills required to make an informed and confident choice with regard to the purchase of goods and services.
6. **The right to healthy environment** – the right to live and work in an environment which does not threaten the well being of present or future generations.
7. **The right to the satisfaction of basic needs** – the right of access to such basic essential goods and services as; adequate food, clothing, shelter, health care, education and sanitation.

Consumer rights in relation to misleading advertising

There are certain laws regarding advertising, which ensure that:

- Any claim relation to how an item should operate or its place of origin must be true
- Any claims relating to the time in which a service is provided, the effect of the services and the responsibilities of the service provider must be true.

- Any claims relating to the price (actual, previous and recommended) must be true. Such prices should be portrayed as the total price and there should be no hidden charges.

What the consumer should do if he / she believes they have been misled

Should the consumer believe that he/she has been misled by the terms or contents of an advertisement, they should:

- Point out the error and demand that the vendor match the claims made in the event advertisement
- Refuse to complete the sale
- Report the trader to the appropriate regulatory Authority
- The terms of payment, delivery, guarantees; warranties or after-sales service
- The conditions related to return, exchange, cancellation or refund
- The terms of the trader's privacy policy, means redress and dispute resolution the online consumer should also ensure that their own internet security is in operation with relation to the protection of sensitive personal data – such as credit card information.

The importance of prompt action in relation to complaints

In the event that a product or service proves defective or otherwise unsatisfactory, it is important for the consumer to complain as soon as possible. This is due to the fact that if a consumer continues to use a faulty product or service they may be considered to have accepted it as such. Some contracts or warranties stipulate time-limits for the raising of a complaint, but even in the absence of such stipulations it makes good sense for the consumer to complain as soon as any defects become apparent – not least because the facts surrounding the complaint will be fresh in their minds.

When not to complain

Once a purchase has been made, the consumer cannot take action against the vendor if:

- He/she was aware of the defects at the time of purchase

- He/she has changed their mind about the purchase –or found a cheaper alternative
- He/she has not followed the instructions on how the item should be used
- A malfunction or failure is the result of long-term use ('normal wear and tear').

Proof of purchase

It is the responsibility of the consumer to **prove** that they purchased the goods or services about which they wish to complain. Ideally this proof should be offered in the form of the sales receipt. In the absence of such, and if the consumer paid by credit or cheque, the credit card slip or statement, a cheque stub or bank statement will suffice.

Complaints and warranties

Some items are sold along with a warranty, which serves as a guarantee from the vendor of the fact that the item or service will perform according to certain standards. Consumers are advised to study the terms of the warranty before they complete a purchase.

Here are some useful questions, which may assist the purchaser in ensuring that the warranty they are offered – meets their needs:

- How long is the warranty?
- Does it commence at the time of purchase?
- Is it supplied in writing? Is it dated?
- Who is issuing the warranty, the manufacturer or the authorized sales agent/dealer?
- In the event the item does not function according to the terms specified-will it be repaired? Or will it be replaced?

If the item is to be repaired - where is this repair to be carried out? Which organisation is to carry it out? During what period of time can the purchaser expect the repair to be carried out?
- Does the warranty cover the cost of any replacement parts that may be required? Does it cover the cost of the labour required to repair the item?