



Kenya Information and Communications (Consumer  
Protection) Regulations, 2010

**Draft Consumer Protection Guidelines**

**September, 2020**

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## **1. INTRODUCTION**

The Communications Authority of Kenya (CA) is mandated under sections 27, 38, 39, 46K, 66 and 83R of the Kenya Information and Communications Act, 1998 to protect the users and consumers of communications services with regard to the prices, the quality and variety of those services. The Kenya Information and Communications (Consumer Protection) Regulations, 2010 also envisages that CA provides guidance to service providers in regard to certain facets of their service delivery processes and procedures. This guidance is envisaged in the form of guidelines, approvals, and even specific directives on some issues.

These guidelines have been developed to address the above need in order to ensure that service providers are guided to observe certain minimum standards of service as envisaged in the law as a means of safeguarding consumer interests in the market.

These guidelines also seek to ensure that certain critical information is made available to consumers by licensed service providers.

## **2. BACKGROUND**

The Kenya Information and Communications (Consumer Protection) Regulations, 2010 which came into force in 2010 (hereafter referred to as; the “Regulations”), gives the Authority the mandate of putting in place guidelines for purposes of clarifying certain provisions in the Act and Regulations in regard to the treatment of issues pertaining to ICT consumers.

These guidelines have been developed in line with this requirement in order to ensure that complaints and disputes that arise between consumers and service providers are minimized to the greatest extent possible.

### **3. SCOPE**

These guidelines are applicable to all products and services that are subject to the Kenya Information and Communications Act, 1998 (hereafter referred to as; the “Act”), in relation to the protection of the consumer rights, while in the same vein recognizing that consumers also have obligations under the law.

### **4. PURPOSE OF THE GUIDELINES**

The guidelines are intended to:

- a) clarify on how the Authority expects licensed service providers to respect and protect consumers’ rights;
- b) encourage best practice by licensed service providers and promote the provision of high quality services to consumers;
- c) ensure that all licensed service providers are treated fairly and in a non-discriminatory manner;
- d) inform on consumers’ expectations regarding quality of service, fairness in tariffs and transparency in billing;
- e) provide consumers with the opportunity to resolve disputes with their service providers in an effective and efficient manner;
- f) increase awareness of consumers’ rights and discourage licensed service providers from abusing these rights;
- g) clarify any ambiguity which may exist in the provisions in the Regulations for the time being in force; and
- h) protect customers from abrupt changes to or termination of communication services without an opportunity to arrange for provision of the same/similar services with another provider.

## 5. DEFINITIONS

Unless otherwise defined in these guidelines, any word or expression, shall, unless the context so requires, have the same meaning given to it in the law, regulations or licences.

<b>Term</b>	<b>Definition of Term</b>
Calling Line Identification/Identity	Calling line identity (CLI) means the signaling information which enables the calling party's number to be identified and which is transmitted through one or more networks.
Consumer	Means any user or subscriber using or requesting publicly available postal or information and communication services for their use
Opt-in principle	This is a process that requires the express consent of a customer for their inclusion into services offered, direct marketing scheme or survey; the default is exclusion;
Opt-out	This is an option to be availed to customers enrolled into a service, marketing scheme or other scheme that enables the customer to submit a request to be excluded from such a scheme, service, direct marketing scheme or survey.
Warranty	A written agreement in which a company selling a product promises to repair or replace it if there is a problem within a particular period of time
Guarantee	A written promise given by a company that something you buy will be replaced or repaired without payment if it develops a fault within a particular period

## 6. GUIDELINES

### 6.1 ESTABLISHMENT AND OPERATION OF CUSTOMER CARE SYSTEMS AND STANDARDS

#### 6.1.1 General provisions

6.1.1.1 All licensees required under these guidelines to establish customer care systems shall ensure that the facilities provided for the purpose are sufficient to serve all their customers as and when they require such services.

6.1.1.2 All National Facilities Providers (NFP Tier 1, 2 & 3) shall designate “100” as the customer care number, by means of which its subscribers as well as those roaming from East African countries can access customer care services.

6.1.1.3 All customer care facilities, established by licensees pursuant to the regulations and these guidelines shall be designed, equipped and located and operated in such a manner that the following factors are addressed to the satisfaction of the Authority.

6.1.1.3.1 No undue burden is placed on subscribers/customers including persons with disabilities with regard to:

- a) The cost of accessing the facility or its services;
- b) The distance of the customer care facility from its customers, where accessible call-in facilities have not been provided;

6.1.1.3.2 Where applicable, the mode(s) used to facilitate access to customer care facilities and services shall be the least expensive as well as reasonably convenient to customers.

6.1.1.3.3 The thresholds set for the tabulated parameters are adequately met, at a minimum.

Parameter	Threshold		Remarks
	Value	Unit	
Service availability	$\geq 99.9$	%	
Period within which to answer a	$\leq 15$	Seconds	This includes the hold time where Interactive Voice

Parameter	Threshold		Remarks
customer call			Response (IVR) is used for the management of call queues
Response to a complaint or enquiry	$\leq 1$	Working day	
Resolution of a customer's complaint	$\leq 14$	days	

- 6.1.1.3.4 Customer care agents providing the services and attending to customers:
- a) Be well informed and competent;
  - b) Be professional, courteous and helpful;
  - c) Handle each customer promptly and efficiently

### 6.1.2 Minimum standards of customer care system

With a view to providing quality, timely, professional service, the standard/minimum customer care system should have the following:

- 6.1.2.1 Customer care policy, procedures, timelines and handbooks
- 6.1.2.2 Toll-free call centres or other suitable call-in facilities accessible to all customers including Persons Living with Disabilities (PLWDs)
- 6.1.2.3 Effective and efficient self-help mechanisms
- 6.1.2.4 Customer care outlets where consumers can visit for information, as well as seek advice on complaint resolution. The elderly and persons living with disabilities should easily access such customer care facilities
- 6.1.2.5 Treat all customers in a timely, professional, courteous and sensitive manner
- 6.1.2.6 Avail quality services and information to all customers in a standardized manner
- 6.1.2.7 Ensure that all automated replies and systems are up to date



- 6.1.2.8 Ensure there is a feedback mechanism through: among others: sms, calls, website, social media and e-mail. Make sure customers can launch complaints through these means
- 6.1.2.9 Publicize customer care procedures, timelines and customer service points (physical/online)
- 6.1.2.10 Establish a process for customers, including persons living with disabilities, to provide feedback on how goods or services are provided. Make readily available to the public information about your organizations feedback process
- 6.1.2.11 All licensees are required under these guidelines to establish customer care systems and submit to the Authority a phased implementation plan detailing:
  - a) Extent of implementation of minimum standards of customer care systems
  - b) The types of disabilities that will be provided for by the licensee
  - c) The types of facilities that will be provided to cater for the specific needs of each type of disability specified in (b) above.
- 6.1.2.12 The Authority may amend or improve minimum standards stipulated above through public notice, Kenya gazette or other means as may be deemed appropriate from time to time

## **6.2 ADVERTISEMENTS AND OTHER MARKETING COMMUNICATIONS**

### **6.2.1 General provisions**

- 6.2.1.1 All marketing communications (print, television, cinema, radio, outdoor billboards, social media and general promotional material placed on any medium) placed by/on behalf of a service provider shall:
  - a) Clearly identify, by name, logo or trade mark, the service provider (marketer) associated with a service or product
  - b) At a minimum, provide contact information that customers can use to seek redress in relation to the product/service being advertised/marketed
  - c) Clearly state the total cost of using a service or participating in the promotion or game

- d) Adhere to the provisions of these guidelines, which shall be applied in accordance with relevant legislation and industry codes, which apply to advertising
- 6.2.1.2 All marketing communications shall be consistent with the law, be truthful and adhere to prevailing ethical and decency standards
  - 6.2.1.3 Marketing communications relating to promotions and games should clearly reflect the value offered in and not suggest that winning the prizes is anything other than a matter of chance
  - 6.2.1.4 Marketing communications relating to promotions and games should clearly present the odds of winning and prizes on offer and should in no way, implicitly or explicitly, misrepresent the probability of winning a prize
  - 6.2.1.5 A service provider shall respect the privacy of its customers by obtaining consent prior to publishing or causing to be published anything which identifies or may be used to identify a customer who has won a prize, except where marketing communications and advertising (including the terms and conditions):
    - a) Were expressly made available to the customers in an easily accessible manner and format prior to the promotion
    - b) Clearly stated to the consumers/participants the conditions pegged to the promotion
  - 6.2.1.6 Marketing communications should specify how customers can subscribe to or unsubscribe from subscription-based services
  - 6.2.1.7 Marketing and corporate communications delivered through sms or e-mail shall be free and shall have an opt-out option, unless consented to by the subscriber
  - 6.2.1.8 A licensee shall ensure that its marketing communications are factual, unambiguous and are not of a misleading nature
  - 6.2.1.9 Marketing communications should not take unfair advantage of vulnerable groups such as, children, people with special needs, those with mental or social incapacity
  - 6.2.1.10 Marketing communications of any sort should consider or have provisions that state categorically the rights of vulnerable or special needs groups as well as special considerations for their inclusion or exclusion

- 6.2.1.11 All service providers shall endeavour to avail as much information as possible to its customers and to cooperate with other stakeholders in educating consumers on the services they provide
- 6.2.1.12 All communication that may not be directed to children under the age of 18 should not have unique appeal to children or convey sexual innuendo
- 6.2.1.13 Marketing communication should be worthy of the service that advertising provides to the market and it should contribute to its good operation
- 6.2.1.14 All communication shall never constitute a means to abuse consumers' good faith
- 6.2.1.15 All communication shall not use arguments based on or taking advantage of fear, distress or superstitions of advertising addressees. Advertisers might resort to fear as long as it is proportionate to risk, and only when it is used to encourage responsible behaviour or to discourage dangerous, unwise or illegal actions.
- 6.2.1.16 All communication shall not incite abusive, illegal behaviour and or violence, nor shall it suggest that there is any advantage in violent attitudes
- 6.2.1.17 All communication shall not include any contents that cause offence against prevailing standards of good taste, social decorum and good customs
- 6.2.1.18 All communication shall not promote dangerous practices, except when made in a context which specifically encourages safety
- 6.2.1.19 All communication shall never incite behaviour that may be damaging to the environment.
- 6.2.1.20 All communication shall not encourage consumers, especially adolescents, towards behaviour or patterns which might be harmful to their health

## **6.2.2 Advertising by means of short messaging services (SMS)**

- 6.2.2.1 No service provider shall employ any opt-out process in the delivery of marketing communications in Kenya. The following approach shall be used in seeking consent to subscribe any consumer into any SMS-based marketing scheme
- 6.2.2.2 Other alternative modes of communication in media such as newspapers, television or radio (non SMS-based), among others, may be used to make consumers aware of the SMS-based scheme/service

- 6.2.2.3 Licensees shall be required to maintain records that can demonstrate that a consumer initiated a request, by means of their terminal equipment, before being subscribed to a service
- 6.2.2.4 Licensees shall be required to only respond to consumers that develop an interest in an advertised service
- 6.2.2.5 Marketing communications delivered by SMS may only be sent during the day within the time period 7.00 a.m. and 7.00 p.m. unless:
  - a) Such marketing communications are being delivered in response to a request initiated by a customer at the time of the day the customer places the request.
  - b) Prior consent has been expressly obtained from the customer for such communications to be delivered outside the time stipulated in these guidelines.
- 6.2.2.6 A service provider licensed by the Authority under any of its licence categories listed below shall establish its own “Do Not SMS, Do Not Call Register, Do Not Spam and Do Not Disturb” or subscribe to a duly registered national register.
  - i. National Facilities Provider (NFP) Tier 1, 2 & 3
- 6.2.2.7 A service provider licensed under the categories listed in (6.2.2.6) above shall:
  - i. Ensure that all its subscribers can register their numbers in the “ Do Not SMS, Do Not Call Register, Do Not Spam and Do Not Disturb” registers
  - ii. Desist from delivering any spam or telemarketing calls from itself or other providers to any number in the register
  - iii. Put in place a mechanism and procedures by which means Content Service Providers identified by its customers can be prevented from spamming the customers that object to receiving calls or SMS from those providers.

## **6.3 FILING OF COMPLAINTS**

### **6.3.1 General requirements relating to handling of consumer complaints**

- 6.3.1.1 All complaints filed with a licensee by its customers shall be handled with a view to resolving them subject to the following conditions:
  - i. All complaints shall be acknowledged and issued with unique and easy to remember reference numbers.

- ii. All complaints shall be acknowledged within one day of receipt, except where such complaints are filed interactively with the licensee, in which case this shall be acknowledged at the time of submission and a reference number issued as provided for under i above.

6.3.1.2 All call data records and transaction data held by a licensee pertaining to a complaint filed by its customer shall be preserved as long as the complaint remains unresolved, in line with any provisions in the regulations/laws relating to limits on the preservation/disposal of such and related information/records.

6.3.1.3 Any subscriber number that is the subject of a complaint filed by a customer or the Authority shall not be re-assigned until such a complaint is resolved to the satisfaction of the the Authority.

6.3.1.4 Any request for information or complaint resolution submitted to the licensee by the Authority pursuant to a complaint received by the Authority shall:

- a) Be acknowledged within one (1) day of receipt by the licensee;
- b) Responded to substantively within seven (7) days of receipt by the licensee and the response shall provide all the information requested by the Authority in relation to the complaint.

### **6.3.2 Facilitating filing of complaints by persons living with disabilities**

6.3.2.1 A licensee required under the regulations or these guidelines to make special provisions for the submission of complaints by persons living with disabilities, shall ensure that reasonable effort is expended to cater for the needs of these persons with regard to filing of consumer complaints

6.3.2.2 Complaints filed by persons living with disabilities shall be subject to the same treatment as other complaints once they have been received and acknowledged.

6.3.2.3 Develop and implement organization policy to allow these people to use their own personal assistive devices to access your goods and use your services and about any other measures your organization offers (assistive devices, services, or methods) to enable them access your goods and use your services.

6.3.2.4 Communicate with a person living with a disability in a manner that takes into account the nature of his or her disability.

- 6.3.2.5 Allow people living with disabilities to be accompanied by their support person/guide dog or service animal in those areas of the premises you own or operate that are open to the public, unless the presence of the animal is excluded by other laws. If a service animal is excluded, use other measures to provide services to the person.
- 6.3.2.6 At a minimum, a licensee shall provide for the filing of complaints by persons living with the following disabilities at the specified customer care facilities.

<b>Type of disability</b>	<b>Facilities/facilitation to be provided at</b>	<b>Type of facility/facilitation to be provided</b>
Hearing disabilities (hard-of-hearing)	Customer care centres	Sign language interpretation
Blind	Call centres	Free IVR-based facilities
Physically disabled	Customer care centres	Physical access

#### **6.4 ESCALATION OF COMPLAINTS INTO DISPUTES**

- 6.4.1 In the event that a customer is not satisfied with the manner in which a complaint was handled by a licensee or its resolution exceeded 30 working days, the complainant shall have the right to report to the Authority and request escalation of the complaint to a dispute as per existing regulations
- 6.4.2 The Authority shall have the discretion to accept or decline the request and resolve it as a complaint. If complaint is escalated as a dispute, the resolution shall be governed by the Kenya Information and Communication (Dispute Resolution) Regulations, 2010
- 6.4.3 The Authority will advise the complainant on the mechanism of filing a dispute.

## **6.5 MECHANISMS TO ENABLE PARENTS AND GUARDIANS TO BLOCK ACCESS TO HARMFUL CONTENT BY CHILDREN**

- 6.5.1 Every child has the right to be protected from bad practices, all forms of violence, inhuman treatment and punishment, and hazardous or exploitative labour and to parental care and protection as stipulated in the constitution, and related child protection laws which includes :
- i. The United Nations Convention on The Rights of The Child
  - ii. The African Charter on The Rights and Welfare of The Child
  - iii. The Children’s Act, 2001
  - iv. Kenya National Information and Communications Technology (ICT) Policy, 2019
  - v. The Kenya Information and Communications (Consumer Protection) Regulations, 2010.
- 6.5.2 All licensees shall integrate child rights considerations into all appropriate policies and management processes with a view to operationalizing the rights of children
- 6.5.3 All licensees shall develop processes for handling child sexual abuse content
- 6.5.4 All licensees shall develop and implement appropriate tools and mechanisms that create a safer age-appropriate online and digital environment
- 6.5.5 All licensees shall, in their marketing communications, educate children, parents and teachers about children’s safety in the cyberspace and responsible use of ICTs
- 6.5.6 All licensees shall promote digital technology as a mode to progress productive use of ICTs
- 6.5.7 All communications targeting children must be developed and published in a manner that does not exploit the natural ingenuity, immaturity, inexperience or credulity of children or adolescents, nor shall it take advantage of their sense of loyalty
- 6.5.8 All communication messages directed at children or adolescents, or which are susceptible of influencing them, shall not contain statements or visual presentations which might damage them mentally, morally or physically
- 6.5.9 Special care shall be taken to ensure that advertisements do not mislead children as to true size, value, nature, durability or performance of the advertised product. If extra items or accessories/software is required to use the product/service, this must be

explicitly pointed out. Advertisements must not over-estimate the degree of skill or the age limit of the children in order to enjoy or use the products

6.5.10 All communications that may not be directed at children under the age of 18 should not have unique appeal to children or convey sexual innuendo

6.5.11 A Licensee shall put in place effective age verification procedures for offers, adverts and promotions.

6.5.12 A Licensee shall provide a parental control mechanism to enable parents set limits on access and usage on all communication services and devices.

## **6.6 SUBMISSION OF CODES OF COMMERCIAL PRACTICE**

6.6.1 All Licensees shall submit their commercial code of practice that will detail, among others: the licensee's customer service policy; complaints handling procedure; advertising policy; system of outage credit; emergency, safety and assistance services; refund policy; penalty policy in the event of delay in provision of service

6.6.2 The Authority's approval of the commercial code of practice will be subject to Section 13 of the Kenya Information and Communication (Consumer Protection) Regulations, 2010

## **6.7 SUBMISSION OF STANDARD SUBSCRIBER SERVICE AGREEMENTS TO THE AUTHORITY FOR APPROVAL**

A licensee shall prepare and submit standard subscriber service agreements for each of the services it provides to the public for approval by the Authority. At the minimum, the service level agreement should contain the following:

- i. Definition of service offering (including; content, technical features, geographical features, coverage, connection establishment, service life-cycle, tariffs, billing cycle, mode of communication with customer)
- ii. Duration of the agreement
- iii. Commitments relating to Quality of Service (QoS) and Quality of Experience (QoE)



- iv. Setting up/subscription, installation and termination/un-subscription of a service
- v. Issues relating to maintenance, back-up service/options and outage
- vi. Customer Service Support (Contact details, Complaints resolution procedures and escalation procedure, useful customer information, Outage credit system related to service)
- vii. Revision of subscriber agreement

## **6.8 OPERATOR ASSISTANCE SERVICES**

- 6.8.1 A Licensee shall inform its customers (including persons living with disabilities) of operator assistance services that it offers, established and operated in a similar manner as the customer care systems in section 6.1 of these guidelines.
- 6.8.2 Operator assistance services should be provided at no cost to the customer.

## **6.9 PROVISION OF ACCESS TO EMERGENCY SERVICES**

- 6.9.1 A licensed communications services provider must, to the greatest extent possible, provide free access to emergency services through their communication products or services.
- 6.9.2 Access to emergency communication services should be at all times even when there is service interruption due to non-payment and where possible, in instances where there is a service interruption.
- 6.9.3 A licensed communications service provider should inform their customers on availability of service stated in 6.9.1 above. Any limitations in the access to emergency services provided should be clearly and conspicuously disclosed.
- 6.9.4 A Licensee shall, inform the Authority, at the end of every Financial Year, on how they facilitated consumers to access emergency services.
- 6.9.5 A Licensee, in the development of emergency services, shall strive to facilitate automated transmission of useful information to the organization/agency designated to handle emergencies e.g. location information of customer using its services.

## **6.10 PROVISION OF INFORMATION TO CONSUMERS**

### **6.10.1 General provisions**

All Licensees should ensure that:

- 6.10.2.1 Clear information specifying the nature of the services to be supplied along with applicable rates, fees and charges, is available to customers on an itemised and unbundled basis, both in advance, at the point of sale or on request.
- 6.10.2.2 The customer is advised of the terms and conditions under which the licensee will make redress for any failure of service, along with procedures and channels for customers to raise queries, lodge complaints and a timeframe for redress.
- 6.10.2.3 All information is provided for customers in plain and clearly expressed language, devoid of technical terms or jargon that a customer is unlikely to be familiar with, and in the country's official language (s) of the.

### **6.10.3 Provision of general service or product information**

- 6.10.3.1 Full terms and conditions of the service together with full details of tariffs should be available to all new subscribers before the provision of any service.
- 6.10.3.2 Any prospective subscriber should be given a reasonable opportunity to inspect and review terms and conditions of a new service prior to being bound by the same.
- 6.10.3.3 The terms and conditions as well as the tariffs in 6.11.2.1 and 6.11.2.2 above should:
  - i. Be provided in written form (whether electronic or hard copy); or
  - ii. Subscribers directed to where they can obtain a copy of the same.
- 6.10.3.4 All information provided to consumers should be factual and unambiguous.
- 6.10.3.5 The tariffs, including those for any premium rate service and value-added service, should be published wherever the service is advertised, including print and broadcast media.
- 6.10.3.6 The tariffs should be available to consumers in all of the Licensee's outlets in printed form, as well as electronically through various media, including the Licensee's website.
- 6.10.3.7 Information should be simple and devoid of technical and legal terminologies

#### **6.10.4 Provision of information relating to bundled communication services**

6.10.4.1 A Licensee shall:

- a) Clearly specify key terms in user agreements (long-term discounts, bundled discounts, termination fees and so on);
- b) Stipulate the details of the tariffs and their associated discounts on the bill so that consumers can see where the discounts have been applied;
- c) Provide information about bundled services including pricing, discounts, cooling-off periods, calculation formula for termination fees, and so on;
- d) Not charge termination fees or terminate bundle for the remaining component services if a consumer wishes to terminate some of the services in the bundle;
- e) Provide details in the user agreement of organization(s) responsible for the provision of services (in the event that a third party is involved) to facilitate determination of point of error in the event that a specific service in the bundle is not functioning as required.

#### **6.10.5 Provision of billing information**

Every subscriber has a right to be provided with itemised billing information relating to the services they are subscribed to and to this extent every Service Provider shall:

6.10.5.1 Provide the information on a monthly basis where this is desired by its subscriber(s)

6.10.4.2 Provide the information on demand, where a subscriber has not requested for the same to be provided on a regular basis, pursuant to the requirement under 6.11.4.1 above

6.10.5.2 Provide in a format that can be easily understood, clear and complete so as to enable a subscriber to:

- (i) Verify correctness of charges made to their account;
- (ii) Confirm or challenge billing information, including, call charges, payments and late charges;
- (iii) Establish the basis of their billing e.g. if the billing is based on a per second, per minute or per block of time for all items the subscriber is billed for under the subscription.

6.10.5.3 A Licensee that offers online itemised bill display, downloads and electronic bill payment satisfying the requirements (enumerated in 6.11.4.2), as per the subscriber's express agreement, apart from any conditions that may be contained in standard agreements, shall be deemed to have satisfied this requirement.

6.10.5.4 If a dispute commences within 12 months of a bill being raised, a Licensee shall retain the records until settlement of that dispute.

#### **6.10.6 Information relating to Warranties and guarantees**

6.10.6.1 A Licences shall inform its customers if a product comes with a warranty and guarantee

6.10.6.2 In the issuance of any warranties and guarantees, a Licensee shall ensure that the warranty documentation at the very least states:

- a) the name, business address, telephone number and email address (if any) of the business who provides the warranty;
- b) what the business will do to honor the warranty;
- c) what the consumer must do (or not do) to be able to claim the warranty;
- d) how the consumer can claim the warranty (including an address to send a claim);
- e) the warranty period; and
- f) whether or not the consumer is to bear the expense of claiming the warranty or how the consumer can claim back any expenses incurred.

6.10.6.3 Any extra promises given by Licensee should be issued to a consumer in writing and must contain information detailed in 6.10.6.2 above.

### **6.11 COMPLAINTS HANDLING PROCEDURES OF LICENSEES**

6.11.2 A Licensees shall develop a complaints handling policy and mechanism/procedures detailing the means by which subscribers can make complaint, escalation procedures and how to track resolution of complaints.

6.11.3 A Licensee must, in its communication, inform its customers and subscribers of their right to escalate a complaint to the Authority in the event that it is not resolved by the Licensee to their satisfaction. This information shall also state that

the customer have a right to escalate their complaint to a dispute based on provisions provided in section 6.4 of these guidelines.

## **6.12 OUTAGE CREDIT SYSTEM**

6.12.2 A license shall develop and implement an outage credit policy in situations where service is unavailable due to system failure and not as a result of scheduled and publicized maintenance, emergency or natural disaster, that will:

6.12.2.1.1 Compensate subscribers or issue credit equivalent to usage over similar period that outage lasted.

6.12.2.1.2 Compensate customers for each day that service has been unavailable for a period of over one (1) billing cycle

6.12.3 In the event that a subscriber has unsubscribed or terminated services offered by the Licensee, the subscriber shall be compensated as opposed to issuance of credit.

6.12.4 The outage credit policy shall detail:

6.12.4.1 Circumstances when credit, compensation or refund applies

6.12.4.2 Process, procedure and timelines when compensation, credit or refund shall be issued to customer/subscriber

6.12.5 The outage credit policy shall be publicized to subscribers/customers

## **6.13 SUBSCRIBER MANAGEMENT IN THE EVENT OF DISCONTINUATION OF PRODUCTS OR SERVICES BY A LICENSEE**

6.13.2 Any Licensee, who under the following circumstances, wish to discontinue provision of licensed goods or services must inform the Authority of this intention at least 6 months in advance and provide subscriber management strategy/policy:

- a) Voluntary cancellation of licence
- b) Cancellation or non-renewal of licence as a result of determination by the Authority
- c) Bankruptcy

- 6.13.3 A Licensee must provide written notice (6 months in advance) to affected customers of any planned discontinuation of product/service.
- 6.13.4 A Licensee must continue to provide service for a minimum of ninety (90) days after the approval to discontinue service
- 6.13.5 As part of the strategy/policy in 6.13.1, a Licensee must engage customers and develop a customer transfer procedure detailing, at the very least: number of customers to be transferred, date of transfer, proposed service/product mapping, customer information and notification procedure, customer information on how to complain and consent to transfer/decline transfer.

## **7 REVISION, MONITORING AND ENFORCEMENT OF THESE GUIDELINES**

- 7.9.2 These guidelines are subject to amendment as and when the Authority deems to either align them to changes in the law or where certain practices have become obsolete or where there have been changes which merit the improvement of standards that are relevant to consumers.
- 7.9.3 Whereas every endeavour has been made to ensure that these guidelines are free from errors and omissions, these guidelines may be revised from time to time whenever the need arises in response to desired corrections or omissions. Service providers will duly be notified of such changes and where desirable, due consultations will be undertaken.
- 7.9.4 The Authority may from time to time, determine if these guidelines are being implemented by licensees by:
  - a) Requesting Licensees to submit a self-assessment report based on these guidelines;
  - b) Undertake routine inspection as per the Kenya Information and Communications (Compliance Monitoring, Inspections and Enforcement) Regulations, 2010