

Consumer code of practice

Part I – Introduction

1.1 This Consumer Code of Practice (“Code”) is published by Imagine Concepts Limited (iConcepts) also known as the Licensee pursuant to section 106 of the Nigerian Communications Act 2003 (in these Codes referred to as “the Act”), which contemplates the development of a consumer code that would govern the provision of services by licensed telecommunications operators in Nigeria.

1.2 This Code is to be read in conjunction with the General Consumer Code of Practice (“the General Code”).

2. An terms used in this Code are either defined in this code, the general code or have the meanings defined in the principal Act.

3.1 The Commission intends to establish a forum of industry and consumer representatives (the “Consumer Forum”) to assist in ongoing monitoring and review of the Code to ensure that it is kept up to date and adequately addresses consumer issues.

3.2 Compliance procedures are described in Part VIII of this Code. Compliance monitoring and code administration will typically be undertaken by the Consumer Affairs Bureau of the Commission, or such other departments or authorities within the Commission as are designated from time to time.

4. The Commission, acting on its own initiative or with the assistance of the Consumer Forum, may recommend amendments to this Code and/or any individual Licensee’s consumer code. The Commission would expect to consult on any such changes pursuant to sections 57 and 58 of the Act.

PART II—Provision of Information to Consumers

5.1 iConcepts shall provide Consumers with information on their services that is complete, accurate, and up-to-date and in simple, clean language.

5.2 iConcepts shall endeavour to respond in a timely manner to Consumer requests for information on their services and such information shall be provided free of charge and shall include at least the following:

(a) current service, arrangements, including rates and terms and conditions for all services offered to the public, shall be readily available in print and electronic format (including on our website).

(b) services that are subject to price or tariff regulation by the Commission shall be described in service tariff pages published in an accessible form, including being made available at designated company offices and on our website.

5.3 Any request from a customer to join a subscription service must be an independent transaction either via SMS, USSD or WAP, with the specific intention of subscribing to a service.

6. Licensees shall supply, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear language.

7.1 Before entering into a contract for any service, Consumers shall be provided a complete description of the service in clear and plain language, avoiding unnecessary technical terms. Where other services are required in order to effectively utilize the service, the Consumer shall be sufficiently informed of such requirements or service dependencies.

7.2 The Licensee shall also provide information on the service quality levels offered, the waiting time for initial connection and any service areas and coverage maps if applicable.

7.3 The Licensee shall provide specific information regarding any compensation, refund or other arrangements, which may apply if contracted quality service levels are not met, along with the procedures and methods for resolving disputes in respect of the service contract.

7.4 Where services are packaged with one or more other services or products, the Licensee shall provide the Consumer in relation to each service or product :

(a) a description of each component service or product, and where the Licensee sells the service or product component separately, the price that the Licensee would charge for the component on a stand-alone basis ; and

(b) for services that are bundled with services from third parties, Licensees shall be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.

7.5 Where services are subject to upgrade or migration options, Consumers shall be provided with clear and complete information regarding the upgrade or migration terms, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration.

8. The contract itself shall contain the following information regarding the term :

(a) the commencement date of the contract ;

(b) what the minimum contract term is, if applicable ;

(c) where applicable, the minimum contract period and the manner and consequences of termination ;

(d) the situations where early termination is possible ;

(e) the amount or method of calculating any charges payable upon early termination ;

(f) the conditions and terms of renewal of the contract, if applicable ;

(g) the conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection ;

(h) terms and conditions that may apply to refund of any deposit including timing and any deductions or charges applicable ;

(i) terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service ; and

(j) terms and conditions relating to the delivery, installation or activation of the service.

9.1 Before entering into a contract to provide services, the Licensee shall inform the Consumer as to whether there is any contractual warranty relating to products (if any) supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, the Licensee shall inform the Consumer how and where it is available.

9.2 Licensees will provide specific information regarding any maintenance services offered.

10. Licensees shall provide services within any service supply time targets set out in the Commission's Quality of Service Regulations, subject to the following :

(a) in the event the Licensee encounters technical problems that interfere with provisioning of the service(s), the time for provisioning will be subject to any time or process of rectification permitted by the Commission ;

(b) Licensees will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond the reasonable control of the Licensee;

(c) Licensees will not be responsible for delays or refusals of service requests caused by the Consumer being identified as not credit-worthy.

11.1 Licensees shall implement the facilities and processes needed to permit Consumers to report faults 24 hours a day.

11.2 Licensees shall comply and shall cause their agents to comply with the relevant fault repair standards set out in the Commission's Quality of Service Regulations.

11.3 Licensees shall endeavour to give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas affected and any applicable compensation or other remedies.

11.4 In the event of force majeure such as floods and storms the Licensee shall endeavour to rectify the fault within such period of time as may be reasonable in the circumstances.

PART III—Advertising and Representation of Services

12. The Advertising Practitioners Council of Nigeria (APCON) regulates advertising practices in Nigeria, and has established the Nigerian Code of Advertising Practice. iConcepts shall comply with the advertising standards established by APCON, and any other applicable laws or standards, in addition to the rules regarding the advertising or other promotion of telecommunications services set out in this Code.

13.1 iConcepts shall make clear in advertising materials which promote the availability of a service any geographical or technical limitations on the availability of the service to consumers which:

(a) substantially affect the performance of the service; and

(b) are known to iConcepts.

13.2 iConcepts shall make clear in any advertising materials which promote a service offer any limitations in the offer which restrict it—

(a) to a particular group of people ;

(b) to a partial zone, region or other geographical area within the country ;

(c) to a particular period of time ; or

(d) through the limited availability of equipment, facilities or other materials.

14.1 Where iConcepts represents in advertising materials that a service is provided as part of a package, iConcepts shall ensure it is able to supply all components of the service package. In the event iConcepts is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials.

14.2 Where advertising materials indicate the price of a component of a service package, iConcepts shall include in the advertising materials a statement of the minimum total charge for the package, and indicate any conditions that may apply to obtain the component at the stated price.

14.3 Pricing must not contain any hidden costs. Where applicable, pricing for content services must include the cost of the content and indicate any bearer costs that may be associated with downloading, browsing or receiving that content.

15.1 iConcepts shall not engage in unsolicited telemarketing unless it discloses:

(a) at the beginning of the communication, the identity of iConcepts or other person on whose behalf it is made and the precise purpose of the communication;

(b) during the communication, the full price of any product or service that is the subject of the communication; and

(c) that the person receiving the communication shall have an absolute right to cancel the agreement for purchase, lease or other supply of any product or service within seven (7) days of the communication, by calling a specific telephone number (without any charge, and that

iConcepts shall specifically identify during the communication) unless the product or service has by that time been supplied to and used by the person receiving the communication.

15.2 iConcepts shall also conduct telemarketing in accordance with any “call” or “do not call” preferences recorded by the Consumer, at the time of entering into a contract for services or after, and in accordance with any other rules or guidelines issued by the Commission or any other competent authority.

PART IV—Consumer Billing, Charging, Collection And Credit Practices

16. iConcepts shall at all times endeavour to—

(a) ensure that billing is accurate and timely ;

(b) ensure that billing accuracy is verifiable ;

(c) ensure that sufficient information shall be readily available to the Consumer for verification of the bill without any charge;

(d) ensure that upon a bona fide request from a Consumer, iConcepts shall inform or provide the Consumer with timely, accurate and current information about its billing terms and conditions and options relevant to that Consumer;

(e) retain records of a Consumer’s bill and related charges for a minimum period of twelve (12) months; and

(f) in interpreting the obligations described in this section, references to “billing” or “bill” include the Licensees systems for recording and processing any prepaid transactions, including the debiting of call charges against prepaid card balances.

17. iConcepts shall ensure that, at a minimum, the following information is included in any bills issued by it or on its behalf :

(a) a description of the charges (and credits) for which the Consumer is billed ;

(b) the total amount billed, applicable credits, payments or discounts

(c) the type of service for which the consumer is billed

18.1 iConcepts shall ensure that Consumers have access to itemized details of all charges, either on the bill or on a separate statement provided by iConcepts upon request.

18.2 iConcepts shall not charge Consumers for bills or billing related information, except where the Consumer requests information not required to be provided under this Code such as requests for billing details more than one (1) year old. iConcepts shall inform Consumers of any applicable charge resulting from their billing requests, and shall obtain the consent of the Consumer to any charge before it is imposed.

PART VI — Consumer Obligations

19. Consumers shall be bound by iConcepts terms of service on return of a signed service agreement, or on clearly accepting the service terms by any form of telecommunications including SMS, WAP, USSD. Consumers shall also be deemed to accept iConcepts service terms on any commencement of use of the service that follows adequate communication by iConcepts of its service terms.

20. Consumers shall not re-sell any service provided by iConcepts except as permitted by the service agreement of iConcepts (and subject to any applicable licensing or authorization by the Commission pursuant to the Act).

21. Consumers shall not misuse public telecommunications services, including by :

(a) dishonestly obtaining telecommunications services ; or

(b) possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently ; or

(c) using services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulation.

22. A Licensee shall process and issue bills within 30 days of the closure of each billing period. A bill shall include all charges incurred during the billing period except where :

(a) there exists a separate agreement with the Consumer to the contrary ; or

(b) there is a delay as a result of the inclusion by the Licensee of information from other suppliers or service providers in the bill ; or

(c) there is a delay as a result of a change initiated by the Consumer, such as where the Consumer has requested a different billing frequency or billing period ;or

(d) there is a delay as a result of the suspension of charges that are in dispute ;or

(e) there has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any time periods identified by the Commission ; or

(f) billing is delayed by circumstances beyond the reasonable control of the Licensee, such as an event of force majeure.

23. Licensees shall ensure that Consumers are able to verify their bill payment by acknowledgment of payment on the next bill issued, telephone confirmation by calling a specified number, or such other appropriate and accessible methods as may be made available by Licensees.

24. Licensees shall provide Consumers with advance written notification of any proposed changes in billing periods, such advance notification to be at least equal

to two (2) of its otherwise applicable billing periods (i.e. at least 2 months in advance where the billing period being changed is monthly).

25. Where a Consumer has not paid the Licensee all or part of a bill for services provided by the Licensee, any measures taken by the Licensee to effect payment or disconnection shall—

(a) be proportionate and not unduly discriminatory ; and

(b) be accompanied by appropriate warning to the Consumer in advance of any resulting service interruption or disconnection ; and

(c) confine any service interruption or disconnection to the service(s) concerned, as far as technically feasible.

PART VI —Protection of Consumer Information

26.1 The purpose of this part is to set out the responsibility of iConcepts in the protection of individual Consumer information.

26.2 iConcepts should also be aware of the authority granted to the Commission under Section 147 of the Act, which permits the Commission on certain situations to allow “authorised interception of communications”, including stipulating the technical requirements for authorized interception.

27.1 iConcepts may collect and maintain information on individual Consumers reasonably required for its business purposes. However, the collection and maintenance of information on individual Consumers shall be—

(a) fairly and lawfully collected and processed ;

(b) processed for limited and identified purposes ;

(c) relevant and not excessive ;

(d) accurate ;

(e) not kept longer than necessary ;

(f) processed in accordance with the Consumer’s other rights ;

(g) protected against improper or accidental disclosure ; and

(h) not transferred to any party except as permitted by any terms and conditions agreed with the Consumer, as permitted by any permission or approval of the Commission, or as otherwise permitted or required by other applicable laws or regulations.

27.2 iConcepts shall meet generally accepted fair information principles including :

(a) providing notice as to that individual Consumer information they collect, and its use or disclosure ;

(b) the choices Consumers have with regard to the collection, use and, disclosure of that information ;

(c) the access Consumers have to that information, including to ensure its accuracy ; and

(d) the security measures taken to protect the information, and the enforcement and redress mechanisms that are in place to remedy any failure to observe these measures.

27.3 These rules apply to individual Consumer information whether initially provided verbally or in written form, so long as that information is retained by iConcepts in any recorded form.

28. Any Licensee that collects information on individual Consumers shall adopt and implement a policy regarding the proper collection, use and protection of that information. iConcepts shall ensure that any other Licensees or other persons with whom we exchange or otherwise disclose such information have adopted and implemented an appropriate protection of Consumer information policy.

29.1 iConcepts' policy on the protection of Consumer information shall be made available in an accessible and easy to read manner, including as specifically directed by the Commission from time to time.

29.2 The policy shall state clearly what information is being collected ; the use of that information ; possible third party exchange or disclosure of that information; and the choices available to the Consumer regarding collection, use and disclosure of the collected information.

29.3 The policy shall disclose the consequences, if any, of a Consumer's refusal to provide information.

29.4 The policy shall also include a clear statement of how to contact iConcepts regarding information issues and related information access or complaint mechanisms.

30.1 Licensees collecting, maintaining, using or disclosing individually identifiable Consumer information shall take reasonable steps to ensure that the information is accurate, relevant and current for the purposes for which it is to be used.

30.2 iConcepts shall establish appropriate processes or mechanisms so that inaccuracies in individual Consumer information, including out of date information, may be identified and corrected. Other procedures to ensure data quality may include use of reliable sources and collection methods, reasonable and appropriate Consumer access and correction, and protection against incidental or unauthorized alteration.

PART VII — Complaints Handling

31.1 iConcepts shall provide easily understood information about their complaint processes in various media and formats, including as specifically directed by the Commission from time to time.

31.2 iConcepts shall ensure that Consumers can easily identify how a complaint may be lodged, either at iConcepts premises or using identified forms of telecommunications.

31.3 Information on the complaints handling processes shall contain information—

(a) to Consumers about their right to complain ;

(b) on how iConcepts can be contacted in order to make a complaint ; and

(c) on the types of supporting information including, documents the complainant needs to furnish when making a complaint.

31.4 All complaints will be recorded by iConcepts, and processed in accordance with identified practices and procedures.

32.1 iConcepts is encouraged to make adequate provision to ensure that people with physical disabilities or other special needs are able to access their complaint handling processes, including ensuring that Consumers can be easily represented by their authorised representatives in order to make a complaint.

32.2 In cases where Consumers specifically request assistance in lodging complaints, iConcepts is encouraged to provide reasonable assistance.

33.1 Written complaints shall be acknowledged by iConcepts and acted on within any timeframes set out in the Commission's Quality of Service Regulations (or as otherwise directed by the Commission from time to time). iConcepts can acknowledge and otherwise initially respond to a complaint either verbally or in writing, but should make reasonable efforts to make the initial response in the manner requested by the complainant.

33.2 Non-written complaints shall be taken as acknowledged by iConcepts at the time the complaint was communicated to iConcepts.

33.3 Where possible, Consumers shall be advised when they make a complaint of the expected actions and timing for investigating and resolving the complaints. In the event that iConcepts regards the complaint as frivolous or vexatious, the Consumer shall be informed accordingly and if dissatisfied the Consumer shall have the further recourse described below. In any event, no Consumer complaint shall remain unresolved for more than three (3) months.

33.4 iConcepts shall implement processes to provide Consumers with sufficient information and the means to inquire on the progress of complaints. Such processes may include complaint reference numbers or other identifiers in order to facilitate timely and accurate responses to subsequent enquiries by Consumers.

33.5 Consumers shall be advised of the outcome of the investigation of their complaint, and any resulting decision by iConcepts.

33.6 Where a Consumer is not satisfied with a decision reached pursuant to a complaint, iConcepts shall give the Consumer the option of pursuing an identified escalation process by which the decision may be examined by a suitably qualified person in iConcepts organization. Where the Consumer has already been provided with the benefit of iConcepts escalation process(es) and where there are no further escalation processes, iConcepts shall inform the Consumer accordingly.

33.7 In the event that a complaint has not been resolved to the Consumer's satisfaction, including as a result of any escalation process, within sixty (60) days of being communicated to iConcepts, iConcepts shall inform the Consumer that he or she may refer the complaint to the Commission.

33.8 Failure to deal with Consumer complaints, and any related service failures, shall also be subject to the requirements of the Quality of Service Regulations, including payment of any specific service credits or rebates established pursuant to these regulations.

34. Complaint handling processes shall be provided free of charge. However, a iConcepts may impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expense or significant inconvenience to iConcepts. Any such charges shall be identified and agreed to by the Consumer before being incurred.

35. iConcepts shall advise Consumers that, in the event they remain dissatisfied with the outcome of a complaint they may refer the complaint to identified persons or departments, within the Commission.

35.2 For disputes that remain unresolved by other means, the Commission will apply the processes set out in its Dispute Resolution Guidelines.

36.1 A Licensee shall avoid imposing any disconnection or credit management action regarding any service to which a complaint or billing dispute relates while the complaint or dispute is being investigated. The Licensee shall inform the Consumer that, while the complaint or dispute, is being investigated, the Consumer is obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute.

36.2 Where a Licensee intends to take disconnection or credit management action against a Consumer regarding any amount that has been the subject of a complaint or dispute, the Licensee will specifically notify the Consumer before taking the intended action.

37.1 Licensees shall have appropriate recording systems for complaints and their outcomes. Such tracking is also needed to meet the requirements of the quantity of Service Regulations.

37.2 Complaints tracking data shall be categorized and analyzed by the Licensee from time to time to allow for the identification of recurring problems, Licensees shall inform the Consumer that a record of their complaints is being kept, and if requested by the Consumer shall describe the complaints, tracking system used by the Licensee.

38. Licensees shall update any information regarding their complaint handling and tracking processes as appropriate, including information provided to Consumers or the Commission.

39. Information collected and recorded as part of the Licensee's complaint handling processes shall be retained by Licensees for at least twelve (12) months following resolution of a complaint.

PART VIII — Code Compliance

40. iConcepts shall—

(a) develop appropriate policies and procedures for ensuring compliance with this Code (or any individual consumer code approved by the Commission) ;

(b) ensure that the compliance policy, procedures and applicable code provisions are publicized to employees and other representatives of iConcepts ;

(c) develop appropriate procedures or programs to educate employees regarding code compliance issues ;

(d) implement appropriate management structures and practices to monitor compliance with the policies, procedures and code provisions ; and

(e) provide information to the Commission, as provided for in this Code or as otherwise requested by the Commission, relevant to iConcepts consumer code obligations and ongoing compliance efforts.

41.1 The Commission will monitor compliance with applicable code provisions on a regular basis to ensure the overall effectiveness of consumer codes in achieving their objectives, which include—

- (a) complaints monitoring ;
- (b) routine verification of code compliance by iConcepts ; and
- (c) identification of other consumer code issues.

41.2 The Commission will publish quarterly progress reports to assist it in its ongoing monitoring and review of consumer codes and related issues. The progress reports will include—

- (a) identified breaches of applicable code provisions, and any remedial actions taken ;
- (b) recurring complaints and actions taken to address these ;
- (c) statistics on complaints and their resolution ; and
- (d) steps taken by iConcepts in the development of in-house compliance systems,

41.3 The Commission’s annual report will contain a summary of all progress reports or the relevant year.

42.1 Complaints about failure to comply with this Code or any other applicable consumer code will arise in two broad categories : Consumer complaints and “Industry” complaints.

42.2 The Commission shall administer appropriate and impartial processes for the investigation and resolution of both Consumer and Industry complaints.

42.3 In the event the Commission finds that a complaint does not fall within its jurisdiction, the Commission will refer the matter to the appropriate body.

43. All complaints by Consumers will first be lodged and dealt with by iConcepts in accordance with Part VII of this Code. Where a Consumer lodges a complaint with the Commission and does not initially contact iConcepts, the Commission will forward the complaint to iConcepts for resolution in accordance with Part VII of this Code.

44.1 Industry complaints are those made by one Licensee against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests against iConcepts.

44.2 All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with iConcepts, without evidence that the complaint has been lodged with the Commission as well, iConcepts shall forward a copy of the complaint to the Commission without delay, and will notify the complainant that its further contact regarding the complaint should be with the Commission and not iConcepts.

45.1 The Commission will oversee compliance with and administration of the Code and any other applicable consumer codes.

45.2 The Commission will analyse and investigate complaints in order to determine whether there has been a breach of the applicable code. In the event the Commission finds that there has been a breach, it will consider the following factors in arriving at a decision on the remedial actions or penalties to be imposed :

(a) seriousness of the breach ;

(b) past conduct of iConcepts with respect to compliance with the code ;

(c) representations made by iConcepts with regards to the breach and related circumstances ;
and

(d) any compensation offered by iConcepts to affected Consumers for the breach.

45.3 The monitoring and enforcement of consumer codes will be exercised in accordance with the Nigerian Communication's (Enforcement Processes, etc.) Regulations 2005. With respect to any penalties for contravention of applicable code provisions, the Commission will be guided by the considerations set out in Chapter IV ("Administrative Fines") of those regulations.

45.4 The Commission may also issue a caution notice to iConcepts with no record of past problems, identifying remedial measures to be undertaken but imposing no other penalties or sanctions.

45.5 Continuing or repeated breaches of this Code or any other applicable consumer code shall be reviewed by the Commission to determine if they constitute an offence under the Act, including as a breach of applicable license conditions.

45.6 Unless otherwise specifically identified by the Commission, the parties to a complaint shall be responsible for their own costs or expenses associated with the complaint. The Commission shall also identify any circumstances in which any costs or charges will be payable to the Commission in connection with its involvement in the resolution of any complaint, prior to a party incurring the payment obligation.

46. In the event that a decision by the Commission is not accepted by a party to the decision, that party will have the right to challenge the decision pursuant to Sections 86 to 88 of the Act, in accordance with the practices and procedures described in those sections.

47. Information disclosed in the course of any complaint or compliance proceeding under this Code or other applicable consumer code may be protected as confidential information as provided under the Act, including Sections 59, 60 and 86(3) of the Act.