



ETHIOPIAN COMMUNICATIONS AUTHORITY

CONSUMER RIGHTS AND PROTECTION DIRECTIVE

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CONSUMER RIGHTS AND PROTECTION DIRECTIVE

Whereas Article 6(2) of the Communications Service Proclamation No. 1148/2019 (“Proclamation”) confers powers to the Ethiopian Communications Authority (“the Authority”) to implement policies for Communications Services in Ethiopia;

Whereas Article 6(14) of the Proclamation confers powers to the Authority to safeguard the interest of consumers of Communications Services;

Whereas Article 50(1) of the Proclamation grants the Authority powers to issue Directives in order to ensure that the interests of consumers of Communications Services are protected;

Now, therefore, the Authority hereby issues the Consumer Rights and Protection Directive.

PART I

SHORT TITLE, DEFINITIONS, OBJECTIVES, SCOPE OF APPLICATION

1. Short Title

This Directive may be cited as the “Ethiopian Telecommunications Consumer Rights and Protection Directive No. 3/2020”.

2. Definitions

Words and phrases used in this Directive shall have the meaning and application given to them in Communications Service Proclamation No. 1148/2019. In this Directive, unless the context otherwise requires:

- 1) **“Authority”** shall mean the Ethiopian Communications Authority established under Article 3 of the Proclamation.
- 2) **“Code of Conduct”** means a set of rules outlining the norms, rules, and responsibilities of, and proper practices of Telecommunications operators as provided in the Proclamation.
- 3) **“Complaint”** means a formal written or electronically submitted statement of dissatisfaction of services by a Consumer of Communications Services.
- 4) **“Consumer”** means any person who receives Telecommunications Services and pays the corresponding fees for a certain period of time by virtue of an agreement that he enters into or accepts the terms set forth by a service provider.
- 5) **“Directory”** means information published electronically or in hardcopy by a Licensee that includes names and fixed or fixed wireless line telephone numbers of its Consumers, and for business Consumers who would use a mobile, fixed or fixed wireless number as their primary number, solely to the extent the Consumer has agreed, in writing or any other verifiable means, to having his name and/or business name and related number included in the Directory.
- 6) **“License”** means any License that has been issued by the Authority.
- 7) **“Licensee”** means a person who has been issued a License by the Authority.

- 8) **“Person”** means any natural or juridical person and any reference to the male gender shall apply equally to the female gender.
- 9) **“Personal Information”** means private information and records relating to a Consumer leading to identify such customer such as his identity, address, or telephone number and/or traffic and billing data and/or other personal information.
- 10) **“Publish”** means the posting of relevant information on a Licensee’s website or providing hardcopies of such information to consumers in a manner that is readily available for review and inspection by consumers free of charge.
- 11) **“Notification of Resolution”** means a Licensee’s final decision for resolution of a Complaint, or rejection of a Complaint, which must be indicated in writing or by any other verifiable means.
- 12) **“Request for Dispute Resolution”** means a submission made by a complainant requesting the Authority to investigate and resolve a dispute.

3. Objective

The primary objective of this Directive is to ensure that the interests of Consumers of Communications Services are protected pursuant to the requirements set forth in the Proclamation. This Directive further prescribes the required minimal rights and protections that all Licensees of the Authority shall include in their Code of Conduct pursuant to Article 50 of the Proclamation.

4. Scope of Application

This Directive applies to all Licensees of the Authority and to third parties who advertise or provide a service or product in the Communications sector.

PART II CODE OF CONDUCT

5. Requirement to Establish a Code of Conduct

- 1) All Licensees shall develop a Code of Conduct that shall specify the rights of Consumers, including the Consumer’s right to lodge a complaint with the Licensee and where the complaint is unresolved, to file a complaint with the Authority.
- 2) The Licensee’s Code of Conduct shall include the requirements set forth in Parts III to VII of this Directive.

6. Requirement to Submit Code of Conduct to the Authority

- 1) Licensees shall submit their Code of Conduct to the Authority within ninety (90) days of their grants of License.
- 2) The Code of Conduct that will be submitted to the Authority shall be in the English and Amharic languages.

- 3) The Code of Conduct shall include terms and conditions of this Directive or equivalent terms and conditions that are no less favorable to consumers than those provided in this Directive.
- 4) The Authority, pursuant to Article 50(4) of the Proclamation, shall approve each Licensee's Code of Conduct by a written Decision following a Stakeholder Consultation.
- 5) Pursuant to Article 50(5) of the Proclamation, following the Stakeholder Consultation, to the extent the Authority deems it necessary, may require a Licensee to make changes to its Code of Conduct.

PART III

ACCESS TO COMMUNICATIONS SERVICES

7. The Right to Access Basic Communications Services

- 1) All Consumers shall have the right to access basic Communications Services that includes, inbound and outbound dialing capabilities for voice calls, and inbound and outbound texting capabilities at reasonable rates and prices.
- 2) A Licensee shall have the obligation to ensure that services are made available to all persons by adopting the Authority's annual objectives developed for universal access to Communications Services in the Federal Democratic Republic of Ethiopia.

8. Non-Discrimination Policy

In providing access to Communications Services, Licensees shall have an obligation to ensure no discrimination against all Consumers in any form of denial of access to services or provisions.

PART IV

RIGHT TO INFORMATION

9. Pre-Contractual Information

- 1) Licensees shall provide to all subscribers free of charge, in both print and electronic formats, full pre-contractual information about their services in language that is clear, understandable, helpful, accurate, and current, in the Amharic and English languages.
- 2) Where services are offered in Regional States in which the language spoken is not Amharic, Licensees shall also provide information about their services in that Region's official language.
- 3) At a minimum, the pre-contractual as well as service contractual information provided to Consumers must include the information provided below:
 - a) Before entering into any contract, Licensees shall provide to Consumers a list and description of the products and services they offer, the rates, terms, and

conditions for those products and services, including for any and all products and services that are subject to price or tariff regulation by the Authority.

- b) Licensees shall provide to Consumers information related to service quality levels offered, the initial waiting time for initial connection and where applicable, service areas and coverage maps.
- c) For subscription services, Licensees shall provide a sample contract for the services provided, and specific and clear information regarding contract cancellation, and where contracted quality service levels are not met, whether refunds or other arrangements are offered.
- d) Where the Licensee offers Consumers products in connection with the service, information with regards to contractual warranties relating to those products (if any) as well as specific information regarding maintenance services for those products including sample contracts for those products shall be provided by the Licensee to Consumers.

10. Information Required in Contracts

- 1) In addition to the provisions in Article 9 of this Directive, Licensees shall provide Consumers information with regards to the commencement and termination dates of contracts, and where applicable, renewal of contracts as well as a description of every component service or product included with the service. This information shall be delivered by email, text message or other preferences as agreed to by the Consumer.
- 2) Information relating to services that are bundled together such as services from third parties.
- 3) Disconnection and reconnection policies of all services in the contract and any applicable fees.
- 4) Terms and conditions that may apply to a refund of any deposits to the Consumers.
- 5) The Licensee's complaint handling process and methods for resolving disputes for both service contracts and pre-paid accounts.

11. Pricing Information

- 1) Licensees shall provide pricing and rate information to the Consumer in clear, understandable, and accurate language on a website that is dedicated to pricing and in writing at store outlets or service distribution points or on demand text service using short code.
- 2) Information as to whether charges or rates are subject to periodic changes and how the Consumer will be informed of such changes.

PART V
BILLING, SPECIAL NUMBER SERVICES, DIRECTORY

12. Consumer Billing

- 1) Licensees shall present to the Consumer billing statements that are accurate, timely, and with accuracy that is verifiable by the Consumer for post-paid accounts.
- 2) Information about the bill shall be free from fine-print clauses and exceptions that may confuse Consumers.
- 3) Specific description of the charges for which the Consumer is billed shall comprise:
 - a) A list of all calls made and services used, such as Value Added Services made and/or used by the Consumer, and which includes number called, the date of the call, the start time, the duration and the price of the call indicating whether pricing is per minute, per second, per usage, or per capacity.
 - b) An itemized list of the Consumer's national and international usage, monthly subscription fees, and premium rate charges.
- 4) Licensees shall be required to establish a method that can be used by pre-paid service Consumers to request and obtain billing information.
- 5) Licensees shall offer online itemized bill display, bill downloads and electronic bill payment, provided that such services can only be accessed in a secure manner so as to protect the content from unauthorized access from persons other than the account holder.
- 6) Billing records shall be kept by the Licensees for no less than eighteen (18) months.
- 7) The Licensee's contact information for billing inquiries shall be made known to the Consumer.
- 8) Methods on how to lodge a complaint with the Licensee's management if a dispute relating to a bill is not resolved after an initial attempt shall be clearly indicated to the Consumer.

13. Required List of Special Number Services

- 1) Licensees required by the terms of their License or by the Authority under Article 30 of the Proclamation ("Required List of Special Number Services") shall:
 - a) Make publicly and freely available those services listed under Article 30(1) (a)-(d), including, but not limited to, emergency, directory and operator assistance services, and services for Consumers with disabilities and special needs.
 - b) Make freely available a twenty-four (24) hour operator assistance service in Amharic, English and other official Regional languages.

- c) Licensees shall ensure compliance with any network or other requirements that may be approved by the Authority for the provision of emergency services, including routing to emergency services locations.
- 2) Licensees who are required by the terms of their License to offer access to emergency services shall provide a specific Telecommunications Service to which any member of the public may access, at any time and without incurring any charge to communicate with any of the emergency organizations for the purpose of notifying such organization of an emergency.
- 3) Emergency services shall include at a minimum, local emergency service organizations such as police, ambulance, rescue and fire-fighting services and such other services as determined from time to time by the Authority in this Directive or in any other Directive.

14. Directory

- 1) Licensees who are required by the terms of their License or by applicable Directive to offer a Directory service shall make publicly available a free online Directory on their websites.
- 2) Licensees shall obtain from their subscribers written approval to opt in and opt out confirmation of such decision via email or text messages prior to referencing their information in the Directory.
- 3) Licensees shall provide Consumers free of charge the opportunity to amend their personal information in the Directory, including the option to remove and exclude their information from the Directory.

PART VI CONSUMER PRIVACY

15. Consumer Privacy

- 1) The Licensee's Code of Conduct specified in Part II of this Directive shall include a section that provides a Licensee's "Policies for the Protection of Consumer Information" for the proper collection, use, and privacy and protection of information collected on Consumers.
- 2) The Consumer protection policy guidelines shall clearly state what Consumer information will be collected; the use of that information; possible third-party exchange or disclosure of that information; and, choices available to Consumers regarding the collection, use and disclosure of the collected information.
- 3) Licensees shall not sell, share, or expose Consumers' information to a third party and shall institute strategies to protect the Consumer's information from unauthorized access and use.
- 4) The Licensee Code of Conduct shall also provide the terms and conditions under which Consumers' personal data is to be held and processed and shall include specific information on the measures a Licensee shall undertake to prevent unauthorized access to Consumer communications and data in order to protect

the confidentiality of Consumers' telecommunications service pursuant to Article 51 of the Proclamation.

- 5) If the Licensee's data is compromised, the Licensee shall notify the Authority and the Consumer and take immediate action necessary to protect and secure the network and Consumers against any negative impact as a result of the compromise.

16. Minimal Standards Required to Protect Consumer Privacy

- 1) All collection and maintenance of information on Consumers shall comply with laws of the Federal Democratic Republic of Ethiopia.
- 2) The information on Consumers shall be processed and maintained for limited and identified purposes.
- 3) Licensees shall provide Consumers choices with regard to the collection, use, and disclosure of information collected about them.
- 4) Information collected on Consumers shall not be kept longer than one (1) year after the Licensee has ended its service to the Consumer, except for a Licensee looking to market telecommunications services to regain a Consumer's business.
- 5) Information on Consumers shall not be transferred to any party with the exception of a court order unless:
 - a) The Consumer has specifically agreed, by his written consent or other verifiable means, to transfer his information; or,
 - b) Such transfer has been approved by the Authority.

PART VII

COMPLAINT HANDLING, ADJUDICATION AND REMEDIES

17. Complaint Handling

- 1) Licensees shall make available to Consumers a complaint handling process that is transparent, effective, and that facilitates prompt and fair resolution of a Complaint.
- 2) Consumers shall have the right to submit Complaints about the service(s) Licensees provide them, including, but not limited to, quality of service, delay in service provision, delay in service restoration, billing, and privacy violations.
- 3) Licensees shall provide information to Consumers about their complaint handling and resolution process in clear and understandable language.
- 4) Information related to complaint handling shall include, at a minimum:
 - a) Information that ensures Consumers can easily understand how a Complaint may be lodged.
 - b) Information that ensures that all Consumers, regardless of their geographic location, can understand how such a Complaint may be lodged and that such lodging shall include, at a minimum, a toll-free number and e-mail address;

- c) Information on the types of supporting information Consumers shall provide in order to submit a claim.
- d) The supporting information referred in Sub-Article 4(c) of this Article shall not be burdensome for the Consumer to obtain.
- 5) A Licensee shall update the Authority with any changes to its complaint handling processes.

18. The Resolution and Redress Process

- 1) The resolution and redress process shall include, at a minimum:
 - a) A method by which Licensees create a record of a Consumer's Complaints.
 - b) The record of a Complaint shall be retained by the Licensee until the Complaint has been resolved, and will be made available to the Authority where required.
 - c) Licensees shall endeavor to provide assistance to Consumers whose ability to understand complex complaint handling and redress processes are limited due to lack of education or linguistic proficiency.
 - d) Licensees shall provide assistance to Consumers with special needs, including physical or mental disabilities.
 - e) Licensees shall inform Consumers about the time it will take to resolve specific types of Complaints.
 - f) Licensees shall inform Consumers with sufficient information and means to inquire on the progress of Complaints.
 - g) Licensees shall inform Consumers – and will make available to them – an identified escalation process by which the Licensee resolves Complaints efficiently.
 - h) In the event a Complaint is not settled to the satisfaction of the Consumer within twenty (20) days from the date of its filing with the Licensee, the Licensee shall inform the consumer on his right to lodge a complaint with the Authority, pursuant to Article 50(3) of the Proclamation by issuing a final "Notification of Resolution."
 - i) The Licensee shall provide to the Consumer information on the Complaint filing process with the Authority, the Authority's contact information, and the thirty (30)-day timeframe within which the Consumer needs to file a Complaint to the Authority.

19. The Authority's Power to Adjudicate

- 1) The Authority, pursuant to Article 6 (15) of the Proclamation, has the power to adjudicate all Complaints against any Licensee and shall have the authority to assess appropriate remedies for any violation of the terms of the Proclamation of any License issued pursuant to the Proclamation, of any Directive, or other instrument that the Authority may issue, including the Licensee's service contract and Code of Conduct.

- 2) The remedies that the Authority may impose for infractions may include fines, restitution, and other administrative measures.

20. Filing a Complaint with the Authority

- 1) A Consumer Complaint will not be reviewed by the Authority unless the Consumer has first filed a formal Complaint with the relevant Licensee and obtained a decision from the Licensee.
- 2) A Consumer who is not satisfied by the Licensee's decision may file a complaint with the Authority within thirty (30) days from date of the decision of the Licensee.
- 3) The process by which the Authority shall adjudicate Complaints and the remedies it may impose is provided in the Authority's Dispute Resolution Directive.

PART VIII MISCELLANEOUS PROVISIONS

21. Enforcement

- 1) The Authority, pursuant to Article 52 of the Proclamation, has the power to enforce the provisions of this Directive and other instruments it may issue or approve, including the Licensee's Code of Conduct and any service contracts between the Licensee and Consumers.
- 2) The Authority shall monitor implementation and compliance with this Consumer Rights and Protection Directive.

22. Amendment

The Authority may, at any time it deems it necessary, and consistent with the Proclamation, amend this Directive.

23. Effective Date

This Directive shall come into force on _____, 2020.

DONE AT ADDIS ABABA ON _____ DAY OF _____ 2020

**ENGINEER BALCHA REBA
DIRECTOR GENERAL
ETHIOPIAN COMMUNICATIONS AUTHORITY**