

Frequently Asked Questions (FAQ)

Misrepresentation or Misleading Advertisements by Telecommunication Service Providers

1. What is a misleading advertisement by a service provider?

A misleading advertisement includes any claim, statement, or promotion that provides false or deceptive information about a service, pricing, terms, or benefits, leading consumers to make uninformed decisions.

2. What are common examples of misleading advertisements in the telecommunications industry?

Examples of misleading advertisements include:

- Hidden charges that are not disclosed in promotional materials.
- Exaggerated claims about network coverage or speed.
- Incorrect information regarding pricing, discounts, or free offers.
- Failure to disclose important terms and conditions.

3. What should I do if I come across a misleading telecommunications advertisement?

You should:

- Take screenshots or keep a copy of the advertisement.
- Gather evidence such as messages, emails, or bills showing difference.
- Contact the service provider for clarification or resolution.
- File a complaint with the relevant regulatory authority if the issue remains unresolved.

4. Where can I report misleading advertisements by a service provider?

Consumers can report misleading advertisements through <https://aduan.mcmc.gov.my>. It is advisable to provide supporting evidence, such as screenshots, contracts, or bills, to strengthen the complaint and ensure a thorough investigation.

5. What actions can regulatory authorities take against misleading advertisements?

Regulatory authorities may:

- Require the service provider to correct the misleading advertisement.
- Impose fines or penalties on the service provider.
- Order compensation or refunds for affected customers.
- Take legal action in cases of repeated violations.

6. Can I get a refund if I was misled by an advertisement?

If a misleading advertisement caused financial loss or resulted in an unfair contract, you may be eligible for a refund, compensation, or service cancellation without penalties. However, outcomes vary based on consumer protection laws and the specifics of each case.

7. How can I protect myself from misleading advertisements?

- **Read the fine print** - Review the terms and conditions before signing up for any service. Hidden clauses may contain critical information about charges, contract durations, or limitations.
- **Verify claims** - Cross-check promotional claims through official sources, customer reviews, or independent comparisons. Some advertisements may exaggerate network coverage, speed, or benefits.
- **Be cautious of unrealistic deals** - If an offer sounds too good to be true, it may come with hidden conditions or extra costs. Always clarify the total price, including any applicable taxes and fees.
- **Ask for written confirmation** - Request written proof of any promises or promotional offers made by sales representatives, whether in-store, online, or over the phone.
- **Monitor your bills** - Regularly check your monthly statements to ensure there are no unexpected charges. Report discrepancies to your service provider immediately.
- **Contact the provider for clarification** - If unsure about a service or promotion, contact the provider directly for detailed information before committing.
- **Stay informed about consumer rights** - Familiarize yourself with consumer protection laws and regulatory guidelines to understand your rights if misled by a service provider.

8. Are service providers legally obligated to ensure their advertisements are truthful?

Yes, service providers must comply with advertising and consumer protection laws that prohibit deceptive marketing practices. Failure to do so may result in regulatory action.

9. Can a service provider change the terms of a promotion after I have signed up?

Service providers may update or modify promotions, but they are legally required to clearly disclose any potential changes in the terms and conditions at the time of sign-up. If a provider alters the terms without prior notice or in a way that negatively impacts existing customers, it may be considered unfair or misleading.

Consumers should:

- Review the terms and conditions for clauses related to changes in promotions.
- Contact the provider to seek clarification or contest unfair modifications.
- Report any deceptive changes to the Malaysian Communications and Multimedia Commission (MCMC) or other relevant authorities.

If a change results in financial loss or service limitations that were not previously disclosed, consumers may have grounds to demand a refund, compensation, or contract cancellation without penalty.

10. What does the General Consumer Code of Malaysia say about misleading advertisements?

The *General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia (GCC)* outlines guidelines for ethical advertising. It requires telecommunications service providers to ensure their advertisements are clear, accurate, and not misleading. Key terms, conditions, and pricing details must be fully disclosed to consumers. Service providers found in violation may face regulatory action, including fines or corrective measures.

11. Are social media and WhatsApp ads also covered by the rules?

Yes, whether an ad is on Instagram, Facebook, TikTok, WhatsApp, or posted by influencers, if it promotes a telco service, it must follow the same advertising laws.

12. What if I was misled by an agent or third-party dealer?

Service providers are still responsible for what their agents or resellers say.

If a dealer gave you the wrong info:

1. Reach out to the telco's customer service first.
2. If not resolved, report it to MCMC or escalate to CFM.
3. You may be entitled to cancel the contract or get compensation.

13. Can I cancel my contract if I was misled?

Yes, if you were misled, you can:

- Cancel without penalty
- Port out to another provider
- Request a refund or waiver

Keep all written messages, screenshots, or voice notes as proof. It helps your case a lot.