

Consumer Protection Cases

No.	Case	Sector/Market	Case Summary	Relevant Section of the Act	Case Status/Decision
1.	Mr. Nicholas vs African Salihya	Transport	The complainant alleged that African Salihya was overcharging for incoming parcels from China.	Section 56(3) Unconscionable Conduct	The matter was closed on 21st July 2017 due to lack of sufficient evidence to enable the Authority pursue the matter.
2.	Institute of Customer Service Kenya (ICS) vs Unicode Computers	Retail	The complainant alleged that they purchased a faulty Lenovo laptop from Unicode Computers and they promised to replace it with a brand new one but this was not done.	Section 55 a(i) b(v) False or Misleading Representation and 56 (1)(2)(a) Unconscionable Conduct	The complainant failed to provide the requisite evidence (receipt of purchase). The case was closed on 20th July 2017.
3.	Ms. Margaret Vs Airtel Kenya Ltd Complaint	Retail	The complainant alleged that Airtel exchanged for her a smart tablet she had won in their promotion for a smart phone worth Kshs 3,999, but the phone was defective.	Section 55 a (i) and (v) False or Misleading Representation	Upon the Authority's intervention, the complainant was compensated and the case was closed on 20th July 2017.
4.	Milimani Maternity Hospital Limited vs K-Rep Bank	Banking	The complainant alleged they received a letter from Credit Reference Bureau Africa Limited stating that their client was a bad debtor, even after they had cleared their loan.	Section 55(a) False or Misleading Representation and 56(3) & (4) Unconscionable Conduct	The complainant failed to provide the requisite evidence (payment schedule of the loan). Case closed on 19th July 2017.
5.	Ms. Ann Vs Wrigley EA Company (PK)	Retail	The complainant alleged that chewing the PK gum resulted in mouth ulcers. She further alleged that her body might be reacting to the chemical composition used in producing PK gum.	Section 55(a)(v) False or Misleading Representation	The evidence in regard to medical analysis was not sufficient to prove the case, and hence it was closed on 14th September 2017.
6.	Mr. Daniel vs Glass Cra Ltd	Retail	Mr. Daniel vs Glass Cra Ltd	Section 55 (a) (v) False or Misleading Representation Section 56 (1), (2) (a) Unconscionable Conduct	Upon the Authority's intervention, the defendant requested the complainant to return the faulty machines for repair/replacement. The matter was closed in September 2017.
7.	Mr. Ezra Vs Tuskys Pioneer	Retail	The complainant allegedly bought goods at Tuskys Pioneer and wrongly used Tuskys Shell Mountain View till number to pay for the goods through M-PESA. Tuskys were neither willing to give him the goods, nor refund the money.	Section 56 (2)(a) Unconscionable Conduct	Upon the Authority's intervention, Tuskys refunded the complainant the full amount. The matter was closed on 30th August 2017.
8.	Ms. Winrose Vs Zuku	Telecommunications	The complainant alleged that there had been unexplained frequent internet service downtimes, which she alleges was more than uptime on average.	Section 56 (3) and (4) Unconscionable Conduct	Upon the Authority's intervention, ZUKU offered to resolve the matter but the complainant had unsubscribed from the service. The matter was closed on 19th July 2017.
9.	Mr. Nehemy vs Safaricom Nanyuki Branch	Telecommunications	The complainant alleged that he bought a Lenovo phone from Safaricom Shop in Nanyuki which was defective, and they were taking too long to resolve the matter.	Section 55 (a) (i) False or Misleading Representation Section 56 (2) (a) Unconscionable Conduct Section 64 (1) Defective Goods	The Authority initiated investigations into the matter and as a result the defendant resolved the issue by providing a new phone to the complainant. The matter was closed on 7th September 2017.
10.	Mr. Peter vs. Delight Solar (Nakuru)	Retail	The complainant alleged that Delight solar declined to repair his radio despite being under warranty and requested him to pay Kshs. 2,000 to purchase another radio.	Section 55 (b) (v) False or Misleading Representation	The complaint did not provide sufficient evidence (receipt of purchase) and consequently the matter was closed on 30th July 2017.

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11.	Mr. Boniface vs. Retex Marketing	Telecommunications	The complainant claimed that Retex Marketing through a promotion, misled him to buy a Viwa tablet which they had indicated was a Techno model	Section 55 (a) (i) & (v) False or Misleading Representation Section 56 (d) (e) & (v) Unconscionable Conduct	The complaint did not provide sufficient evidence (receipt of purchase) and consequently the maer was closed in August 2017.
12.	Ms. Teresiah vs Smart Mobile Communication	Telecommunications	The complainant bought a smartphone, from the accused and was misled that the phone could use a Whatsapp application, but it failed to download the App. She was never given redress by the accused.	Section 55 (a) (i) (v) False or Misleading Representation Section 56 (1) (2) (a) Unconscionable Conduct	The Authority initiated investigation however, the complainant withdrew the case. The maer was closed on 11th October 2017.
13.	Mr. Kirogo and Manufacturer of Toast bread	Retail	The complainant alleged that he suffered harm as a result of purchase and consumption of Toast bread containing black particles.	Section 59 (2)(a)	The complaint was closed for lack of medical evidence in October 2017.
14.	Mr. Wesley vs. Newfortis (formally Nyeri teachers) Sacco	Cooperatives	The complainant claimed that the SACCO was charging him an interest of Kshs. 40,000 for paying the loan early, which was not disclosed prior.	Section 56 (2) (a)(b)(c) and (d) Section 56(3) (4) Unconscionable Conduct	The Authority engaged SASRA informing them of the rising trend in cases for interest on early payment. A circular was sent by the Authority to all deposit taking SACCOS requiring them to align their operations with the requirement of the Competition Act. The maer was closed on 7th November 2017.
15.	Clement vs. EABL	Gambling	The complainant alleged that he participated in the Guinness "TOP THE TABLE promotion" Upon sending the promotion codes, he received a response indicating that the code(s) had been used.	Section 55 (a)(v), (vi) False or Misleading Representation	The Authority initiated investigations however, EABL was found not to be in violation of the Act, as the codes had been used. The case was closed on 6th November 2017.
16.	Mr. Simon vs Cooperative Bank of Kenya	Banking	The complainant alleged that he secured a facility with Co-operative Bank of Kenya through Asset Financing. He finished paying the loan but the vehicle had not been transferred to him.	Section 56 2 (a) Unconscionable Conduct	The Authority initiated investigations; however, the complainant has also forwarded the maer to NNTSA, who resolved the maer. The case was closed on 1st November 2017.
17.	Ms. Carol Vs KCB Bank	Banking	The complainant took a loan from KCB but was later informed of charges that had not been disclosed prior.	Section 56 (3) and (4) Unconscionable Conduct	The complainant withdrew the maer before the Authority could finalize the investigations. The case was closed on 22nd November 2017.
18.	CAK vs BATA Shoe Company	Retail	Several consumers complained on social media of the quality of shoes being sold by Bata Shoe Company, and ten lodged complaints officially with the Authority regarding the same.	Section 55 (a) (i) False or Misleading Representation Section 63 Unsuitable Goods and Section 64 Defective Goods	The Authority conducted investigations into the maer and ordered BATA to: a) Redress the maer by replacing the faulty shoes. b) Amend their return policy to allow consumers to return shoes without the original package. The case was closed in April 2018.
19.	Mr. Simon vs Nairobi Water Company	Water	The complainant alleged that Nairobi Water Company disconnected his domestic water supply claiming that he vends the water and had not been reconnected to water supply despite paying Ksh. 80,000 as directed by Nairobi Water Company.	56(2) (a) Unconscionable Conduct	Upon the Authority's intervention, Nairobi Water Company reconnected his water supply hence the closure of the case on 3rd May 2018.

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20.	Ms. Lucy Vs National Bank of Kenya (NBK)	Banking	The complainant took a loan with NBK and claims to have repaid it in full. The bank however informed her that she still owed them but they never gave an explanation on the amount owed. NBK further instructed her employer to recover the amount from her pay.	N/A	The maer did not lie within the Authority's mandate and was referred to Central Bank of Kenya on 30th October 2017 for further action.
21.	Mr. Raheel vs Kenya Pipeline Ltd	Energy	The complainant alleged that Kenya Pipeline Company was increasing the storage and transport fees to petroleum importers without approval from Energy Regulatory Commission (ERC) since it is the sole provider.	N/A	The maer was found not to lie within the mandate of the Authority and was referred to ERC.
22.	Mr. Stephen Vs Zuku	Telecommunications	Mr. Stephen complained of frequent down times of Zuku Internet.	Sections 56(1)(2)(a) & (e) Unconscionable Conduct	Upon the Authority's intervention, the maer was resolved to the complainant's satisfaction and closed on 8th November 2017.
23.	Ms. Linda Vs Naivas Supermarket	Retail	The complainant alleged that she was charged for used cartons by Naivas Supermarket (Westlands branch) aer doing shopping.	N/A	The complaint did not provide sufficient evidence (receipt of purchase) and consequently the maer was closed on 8th November 2017.
24.	Mr. Weldon vs. 1xBet Ltd.	Gambling	The complainant claimed he deposited Kshs. 5,300 to 1xBet Ltd, with an intention of placing a bet. He later decided to withdraw the money for personal use. However, the company declined the withdrawal.	Section 56 (1) (2) (a) (b) (c) and (d) Unconscionable Conduct	The Authority investigated the maer leading to the complainant being given a full refund. The maer was closed on 22nd November 2017.
25.	Mr. Erick Vs Gotv	Telecommunications	The complainant had an issue with poor internet connectivity from GOTv that was not being addressed despite several complaints. He had also overpaid Ksh.300 which was not refunded.	Section 55 False or Misleading Representation	Upon the Authority's intervention, the maer was resolved to the complainant's satisfaction and the case was closed on 22nd November 2017.
26.	Mr. Mena Vs Kansec Electronics Ltd	Retail	Mr. Mena complained that he bought a Lenovo-YOGA Tab-3-pro advertised by Kansec Electronics limited but the product was not delivered.	N/A	The Authority determined that this was a fraud case and therefore referred the case to Directorate of Criminal Investigation on 8th November 2017.
27.	Mr. Tom vs Airtel Kenya	Telecommunications	The Complainant alleged that Airtel Kenya disconnected his line for unknown reasons and they refused to acknowledge and address his complaint.	Section 56 (d) Unconscionable Conduct	Upon the Authority's intervention, Airtel redressed the maer by restoring the services. The maer was closed on 14th December 2017.
28.	Mr. Rafe Vs DT Dobie	Transport	The complainant took his car for repairs and asked to be given an estimate of the cost prior to commencement of the work but DT Dobie sent him an invoice of work already done. He further claims the prices were exorbitant.	Sections 55 (b)(i) False or Misleading Representation Section 56 (2) (d) & (4) Unconscionable Conduct	The Authority initiated investigations into the maer and DT Dobie fully refunded the complainant. Subsequently, the maer closed on 22nd December 2017.

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29.	Ms. Lilian vs. Nakuru County	Retail	The complainant claimed that Nakuru County Racecourse is not categorizing trade licenses according to the size of the business. Small businesses and large businesses are paying the same amount for trade licenses which are likely to cause foreclosure of small businesses.	N/A	The Authority established there was no contravention of the Act and hence the case was closed on 20th December 2017.
30.	Mr. David Vs Jumia Kenya	Ecommerce	The complainant ordered a Samsung Galaxy S6 via Jumia but he received a Samsung Galaxy S5 instead. He complained but was informed that since he had broken the security seal- which was in a foreign language -they could not refund or replace the phone.	Sections 55(a)(i) False or Misleading Representation Section 56(2) Unconscionable Conduct	Upon the Authority's intervention Jumia apologized to the complainant and issued a full refund, hence the ma er was closed on 22nd December 2017.
31.	Mr. Joel vs Anonymous	Telecommunications	The complainant alleged that he bought a mobile phone and realized that the specifications advertised were different from the actual specs.	Sections 55 False or Misleading Representation	The complainant did not provide the requisite evidence to enable the Authority pursue the maer hence the case was closed in December 2017.
32.	Mr. Kevin vs Kilimall International	Ecommerce	The complainant alleged to have purchased several items on Kilimall International Limited website but found that the goods were defective and totally different from the pictures on the website. He notified Kilimall but did not get any redress.	Section 55 (a)(i) False or Misleading Representation Section 56(1) Unconscionable Conduct	Upon the Authority's intervention, Kilimall fully refunded the complainant. The case was closed on 28th December 2017.
33.	Mr. Steven vs Chokmart mini-supermarket	Retail	The complainant alleged that Chokmart mini-supermarket was overpricing and double pricing the consumers since it enjoys monopoly in the area.	Section 55 (b) (i) False or Misleading Representation	The complainant failed to provide the requisite evidence to enable the Authority pursue the maer hence the case was closed in January 2018.
34.	Ms. Cathy vs Uchumi , Nakuma and TUSKYS	Retail	The complainant alleged that there was unavailability of original Moskill Mats mosquito repellent in Uchumi, Nakuma, Naivas and other supermarkets and instead, only the less effective Vapemats were available.	N/A	It was established that the maer does not lie within the mandate of the Authority and the complainant was referred to the Ministry of Trade, Industry and Cooperatives and Kenya Association of Manufacturers, in December 2017.
35.	Ms. Baldeep Vs Good Life Pharmacy	Retail	The complainant alleged that she purchased items on sale from Good life Pharmacy Nanyuki Branch but later realized that the prices charged on the till were higher than the prices on the label of the items.	Section 55 (b) (i) False or Misleading Representation	Upon the Authority's intervention, Good Life Pharmacy fully refunded the complainant. Further, the Authority wrote a warning leer to Goodlife indicating that information they provide to consumers should not be false or misleading and in contravention of the Act. The maer was closed on 5th January 2018.
36.	Ms. Alexina vs Naivas supermarket	Retail	The complainant bought a thermos flask at Naivas Supermarket which was not retaining heat and when the complainant returned it she was turned away.	Section 55 (a) (i) False or Misleading Representation Section 56 (2) (a) Unconscionable Conduct	The Authority intervened and Naivas Supermarket fully refunded the complainant. The ma er was then closed in December 2017.

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37.	Mr. Kathurima VS Galaxy Mobile Accessories Ltd	Retail	The complainant purchased a phone but later discovered that the warranty was void and facts were misrepresented by the seller that the phone was covered under Samsung Warranty.	Section 55 (b) (v) False or Misleading Representation	The complainant did not provide sufficient evidence (receipt of purchase) and consequently the maer was closed on 12th February 2018.
38.	Gloden Electrical Vs National Construction Authority (NCA)	Construction	The complainant alleged misconduct by NCA staff which led to them being penalized during the renewal of their contract. He also claimed the penalty was hey	N/A	The Authority established that the maer does not lie within its mandate and referred the case to the Commission of Administrative Justice for action on 19th February 2018
39.	Mr. Adam Vs Posta	Retail	The complainant alleged that Postal Corporation of Kenya was misrepresenting detained package le ers as parcels and overcharging the handling fee for the same.	Section 55 (b) (v) False or Misleading Representation	The Authority established from the Postal Corporation of Kenya that their charges are in accordance with the provisions of the Universal Postal union, and the complainant was advised accordingly. The maer was closed on 23rd March 2018.
40.	Mr. Weldon vs. Gamcode Ltd (Betin Kenya)	Gambling	The complainant claimed that he placed a bet, and the outcome of the game was exactly as he had predicted. However, Gamcode cancelled his bet immediately the results were known.	Section 55 (a) (v) False or Misleading Representation Section 56 (1), (2) (a) Unconscionable Conduct	The Authority investigated the maer and the complainant was compensated. Additionally, the Authority sent a Warning Leer to Gamcode and required them to ensure the following:- i) Consumers are informed of any changes/cancellation immediately an error is detected by the company (Strictly before the start of the matches); ii) Consumers have a right to cancel the Bet. The cash out feature should be available in the published Bets in order to offer consumers an opportunity to cancel the Bet, in case they change their mind; and iii) In the event a Bet is cancelled, consumers should be refunded back their stake immediately. The case was then closed in March 2018.
41.	Mr. Tumani vs ZUKU and Kenya Power	Telecommunications	The complainant alleged that he was inconvenienced by their down times. He also complained that the cost of electricity tokens is high. He proposes that Kenya Power should subsidize the cost of electricity tokens and give its customers value for their money.	Section 56(1), 2(a) and (e) Unconscionable Conduct	The complainant was unable to provide the requisite evidence for both cases and therefore the case was closed on 9th March 2018.
42.	Mr. Duncan vs Zuku	Telecommunications	The complainant claimed that Zuku had offered him internet speeds of at least 5 Mbps/s and a maximum speed of 5.4Mbps/s. However, upon testing the speed, he noted that Zuku was offering him an internet speed which was lower.	Section 55 (a)(ii) &(v) False or Misleading Representation Section 56 (a) & (d) Unconscionable Conduct	Upon the Authority's intervention, ZUKU redressed the maer and the complainant also confirmed that the internet speeds had stabilized, hence the case was closed on 9th March 2018.

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43.	Ms. Jacqueline VS ZUKU	Telecommunications	The complainant claimed that Zuku had terminated her internet services before the due date even though she was paying every month.	Section 56(1) Unconscionable Conduct	The complainant failed to provide the Authority with the necessary information to enable investigation of the maer. The maer was closed in March 2018.
44.	Ms. Bey and AMEDO Centre	Retail	The complainant alleged that she purchased items from Amedo Centre on hire purchase agreement and cleared the repayments. However, Amedo started deducting her guarantor's account claiming that she had defaulted on the payments.	Section 56(1)(2) (a, b, c, d) Unconscionable Conduct	The complainant failed to provide the Authority with the necessary information to enable investigation of the maer. The maer was closed on 9th April 2018.
45.	Mr. Solomon vs Bordar Ltd	Retail	The complainant alleged that the white fawi floor tiles from Bordar Ltd were of bad quality as they turned colour to black-grey when cleaned with plain water.	Section 55 (a)(i) False or Misleading Representation Section 63 (c)(d) & (e)	The Authority engaged KEBS and established that the tiles complied with the standard requirements. The complainant was advised accordingly and the case was closed on 21st March 2018.
46.	Ms. Joyce Vs SKYWARD AIRLINE LTD	Transport	The complainant alleged that she made a confirmed booking with Skyward Airline from Nairobi to Eldoret. However, on the travel date, she had not been booked on the flight. She further alleged that she asked for a refund which was not issued.	Section 55 (b)(iv)(v) False or Misleading Representation Section 56 (2)(d)(e) Unconscionable Conduct	The Authority intervened and upon contacting the airline, the complainant was refunded in full on 19th April 2018. The maer was then closed.
47.	Ms. Rose vs Nairobi Water Company	Water	The complainant alleged that there was a disputed 20 year bill that Nairobi Water company wanted her to sele in 6 months. She alleged that her water supply was disconnected in October 2017 as a result of the disputed bill and has since not been reconnected.	Section 56(2)(a) Unconscionable Conduct	The Authority established that the complainant had not paid the water bills for over 10 years thus the action by Nairobi Water to disconnect the water supply was not a violation of the Act. The case was closed on 21st March 2018.
48.	Mr. Ken vs Anonymous	Retail	The complainant alleged to have purchased a caprice wine and found the seal was broken. He further alleged that the seller refused to refund/replace due to their policy of "goods once sold cannot be returned".	Section 55(a)(iii) False or Misleading Representation Section 56(1)(2)(a) Unconscionable Conduct Section 59(1)(a), (2)(b) Product Safety & Unsafe Goods Section 64(1) Defective Goods	The complainant was unable to provide the evidence of purchase required to aid in investigation and thus withdrew the maer on 27/2/2018.
49.	Mr. Edwin vs Jumia	Ecommerce	The Complainant alleged that Jumia negligently indicated that they would grant a Kshs. 500 discount for purchase of a phone. He made the purchase, and their system either by default or design failed to deduct the discount thereby resulting in him paying the full amount for the phone. Jumia was unwilling to refund the same.	Section 55 (a) (v) False or Misleading Representation	The Authority intervened and the complainant was issued with a voucher of Ksh. 500 for his use to make another purchase. The maer was then closed in March 2018.
50.	Ms. Annie vs Zuku Kenya	Telecommunications	The complainant alleged that she paid Zuku for installation of internet but the installation did not happen and she requested for a refund which she was informed would take 21 working days to be processed as per the refund policy but this also did not happen.	Section 55(b) (v) False or Misleading Representation Section 56(2) Unconscionable Conduct	Upon the Authority's intervention, Zuku refunded the complainant the full amount. The case was closed on 20th April 2018.

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51.	Mr. Salman vs Tuskys Kisii (Chigware Branch)	Retail	The complainant alleged that he bought Sayona Subwoofer from Tuskys Kisii branch, but it was defective and therefore returned it on warranty, however he had not received any feedback despite several follow ups.	Section 55 (b) (v) False or Misleading Representation Section 56 2 (a) and (e) Unconscionable Conduct	The Authority's staff visited the Supermarket in Kisii regarding the issue, and thereafter the complainant confirmed that the matter was resolved. The case was closed on 3rd May 2018.
52.	Mr. Alex Vs KCB Kisii	Banking	The complainant alleged that he paid for a Cashlite machine in KCB Kisii Branch but it was never delivered. Further, he was never refunded despite several follow ups.	Section 56 (1), (2)(a), (d) and (e) Unconscionable Conduct	Upon the Authority's intervention, the complainant was refunded the full amount by KCB. Further, a warning letter was issued to KCB regarding the conduct and the matter was closed in April 2018.
53.	Ms. Joan vs Samsung	Retail	The complainant alleged that she bought a refrigerator at Nakuma prestige. After some time the refrigerator stopped working and on returning it the complainant was told the spare parts were not in the country.	Section 55 (b) (ii) False or Misleading Representation	Upon the Authority's intervention, the complainant was refunded in full and the matter was closed on 19th April 2018.
54.	Mr. Andrew vs the Government of Kenya	Telecommunications	The complainant alleged that the Government is transmitting information to people without physical interaction and telepathy, he says that the transmitted messages are disturbing.	N/A	The Authority established that the matter does not lie within its mandate and the complainant was advised accordingly. The case was referred to CAJ on 9th April 2018.
55.	Ms. Rosebel vs. Jumia	Retail	The complainant alleged that she bought a Ramtons Fridge from Jumia. Upon delivery, she found that the fridge was faulty since it was not cooling. She was not given redress despite complaining.	Section 56 (1) & (2) (d) Unconscionable Conduct Section 63 (d) Unsuitable Goods	Upon the Authority's intervention, the complainant was refunded back her money by Jumia. The case was closed on 9th March 2018.
56.	Mr. Sam vs CIC Insurance	Financial	The complainant alleged that CIC Insurance Company had refused to cover his vehicle after it was involved in an accident in February 2017 even though he has a running insurance cover for the vehicle from CIC Insurance Company brokered by Maxwell Agents.	Section 56 (1), (2)(a) Unconscionable Conduct	The complainant failed to provide the requisite evidence to enable the Authority pursue the matter hence the matter was closed on 25th May, 2018.
57.	Mr. Misheck VS Safaricom Limited	Telecommunications	The complainant claimed that his KES 10,000 and over 200 Bonga points were mysteriously transferred from his mobile to a strange KCB Mpesa Account.	N/A	The Authority initiated investigations into the matter, which was determined to be fraud related through identity theft. Safaricom Ltd intervened and resolved the issue by compensating the complainant with the full amount. Case was closed on 18th May, 2018.
58.	Mr. Otieno vs Metropolitan SACCO	Financial	The complainant alleged that he cleared a Metropolitan SACCO loan in December 2016 and the SACCO has refused to assist him remove his name listed at Credit Reference Bureau (CRB) for the last 25 months despite promises from the SACCO Bungoma Branch Manager assuring that the matter will be sorted out.	Section 56(1), (2)(a), (e) Unconscionable Conduct	The Authority initiated investigations into the matter. However, the complainant confirmed the matter was resolved and he did not wish to pursue it further. The case was then closed on 16th May 2018.

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59.	Mr. Christopher Vs Davis & Shirtliff	Retail	The complainant alleged that he purchased a battery and solar system from Davis & Shirtliff in July 2016. In July 2017, the battery failed to work and he took it back for repair. He claims that it had a warranty of two years however, Davis & Shirtliff have not returned his battery despite making several follow ups.	Section 55(b)(v) False or Misleading Representation Section 56 (1)(2)(a) and (c) Unconscionable Conduct	Upon the Authority's intervention, Davis & Shirtliff settled the matter amicably by giving the complainant a new battery. The matter was then closed on 6th June 2018.
60.	Mr. Joseph Vs Californian Electronics	Retail	The complainant alleged that he bought a Smartphone from Californian Electronics. Later, the phone developed some defects and it could not switch on. He reported the issue to the accused who took the phone for repair, but the issue was never resolved.	Section 55 (b) (ii), (v) False or Misleading Representation Section 56 (1), (2) (a) Unconscionable Conduct	Upon the Authority's intervention, the complainant was issued with a new phone and the matter was closed in April 2018.
61.	Mr. Lewis vs Royal Mabati Kisii Branch	Retail	The complainant alleged that he ordered for iron sheets from Royal Mabati, Kisii Branch, and paid for the same after choosing the colour he wanted. When he went to collect the iron sheets he was informed that his choice of colour was not available and hence made to choose another colour which again was out of stock. He then requested for a refund which was not honored.	Sections 56 (1) (2) (a) (d) and (e) Unconscionable Conduct	The Authority initiated investigations into the matter and Royal Mabati made a full refund to the complainant who was satisfied with the redress. Case was closed on 25th May, 2018.
62.	Mr. Washington vs Equity Bank, Bancassurance division	Bancassurance	The complainant alleged his client was forced by Equity Bank to cancel an ongoing insurance cover of her vehicle and take another cover with Equity's preferred agency for her to benefit from a loan by the bank.	Section 56(2)(a), (b), (d), (e) Unconscionable Conduct	The Authority initiated investigations into the matter, however, the agent informed the Authority that the client was not willing to pursue the matter and hence it was closed on 21st May 2018.
63.	Mr. Rogers and Western Coach Express	Transport	The complainant alleged that he sent a parcel via Western Coach Express to Nambale, and since that time the parcel had not been received by his recipient. He complained to the Company but they were not willing to assist him.	Section 55(a), (v) False or Misleading Representation Section 57 (2)(d) (e) Unconscionable Conduct in Business Transactions	The Authority intervened and the complainant was advised by Western Coach Express to collect his parcel at their Nambale branch hence the case was closed on 10th April 2018.
64.	Ms. Maureen vs Boundless Communication Ltd	Retail	The complainant alleged that she bought a phone at Boundless Communication which was advertised to have 64GB capacity, but she discovered that the actual capacity was 16GB. She complained, but was not given redress.	Sections 55(a) (i) and (v) False or Misleading Representation Section 56(1), (2) (a), (d) and (e) Unconscionable Conduct	Upon the Authority's intervention, the accused refunded the complainant her full amount, and this was confirmed by the complainant. The accused was issued with a warning letter and the matter was closed on 6th June 2018.
65.	Mr. Tom Vs Stawika Capital Limited	Financial	The complainant alleged that he applied for a loan but later noticed that there was a change of terms and that he was required to make repayments weekly over a period of 3 weeks which was not as advertised. The complainant alleged that he repaid the loan in two installments. He later decided to apply for another loan, which was rejected. He was informed that he was still in arrears of his previous loan.	Section 56 (1) False or Misleading Representation	The Authority initiated investigations into the matter and thereafter the complainant confirmed to the Authority that the issue had been resolved to his satisfaction. The matter was then closed on 25th May 2018.

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66.	Mr. Chetan Vs Cambridge Opticians	Medical	The complainant alleged that he went for an eye check-up at Cambridge Opticians where he was charged Kshs. 500. He requested for the results of the check up and was informed that it would cost him an additional Kshs. 500, which he paid. He was informed that the extra Kshs. 500 charged, would be waived if he purchased new glasses from their shop. He purchased the glasses but they refused to refund the KES 500	Section 55 (b) (i) False or Misleading Representation Section 56 (1), (2) (d), (3) and (4) Unconscionable conduct	Upon the Authority's intervention, the complainant was refunded the Ksh.500. Case was then closed on 18th May 2018.
67.	Ms. Sarah vs. KCB	Banking	Banking The complainant alleged that she deposited Kshs. 137,204 to HELB's KCB account to clear her HELB loan, which never reflected in the HELB account.	Section 56 Unconscionable Conduct	The Authority established from KCB that the amount was received but in two tranches. The complainant's HELB account was credited with the amount. The case was closed in June 2018.
68.	Mr. Daniel vs. Metropolitan National SACCO	Cooperatives	The complainant alleged that Metropolitan National SACCO deducted him illegal charges amounting to Kshs. 355,342 from a loan he took from the SACCO. No prior information on the deductions was given by the SACCO.	N/A	The Authority engaged SASRA who advised that the matter was a dispute between the complainant and the SACCO, thus could only be handled by the Co-operatives Tribunal. The Case was referred to the Co-operatives Tribunal and was closed on 5th June, 2018.
69.	Ms. Caroline vs Madison General Insurance	Insurance	The complainant alleged that Madison General Insurance declined her claim for her car, which was involved in an accident. The complainant had a comprehensive insurance policy from the insurance company.	N/A	The Authority established that the matter did not lie within its mandate and subsequently referred the matter to the Insurance Regulatory Authority (IRA) on 14th June, 2018.
70.	Mr. George vs Mr. Charles	Financial	The complainant alleged that Mr. Charles, an M-PESA administrator had failed to activate an M-PESA till number the complainant had resold to a third party, even a mer being paid. He further claimed that he was forced to refund the third party the amount.	N/A	The complainant was advised to pursue the matter with the police, as it was criminal in nature. The case was closed on 4th June, 2018.
71.	Mr. George Vs Buy USA	Ecommerce	The complainant alleged that he purchased a bag pack from Buy USA, to be delivered on 28th April 2018, but that never happened, citing unavoidable delays. He requested for a refund from Buy USA but this was also not effected.	Section 56 (1)(2)(a) and (e) Unconscionable Conduct	The Authority initiated investigations into the matter, however the complainant informed the Authority that the goods were eventually delivered and hence the case was closed on 6th July 2018.
72.	CAK vs. Toyota Kenya Ltd (TKEN)	Transport	The Authority received several complaints regarding the poor quality of HINO buses by Toyota Kenya.	Section 55 False or Misleading Representation Section 56 Unconscionable Conduct Section 59 Product Safety & Unsafe Goods	The investigations are ongoing.

No.	Case	Sector/Market	Case Summary	Relevant Section of the Act	Case Status/Decision
73.	CAK vs. HP Laptops	ICT	The Authority received a Safety Recall Notice regarding HP Notebook Computer Ba eries which was announced on 4th January, 2018. In the notice, HP indicated that certain notebook computer ba eries were overheating. The ba eries were shipped with specific HP Notebook Series sold worldwide from December 2015 through December 2017 and/or were sold as accessories or spares, or provided as replacements through support.	Section 59 Product Safety & Unsafe Goods	The investigations are ongoing.
74.	Anonymous vs Eco Energy Solutions Ltd.	Energy	The complainant alleged that Eco Energy Solutions Ltd had falsely represented that consumers who used their “energy saver” products, namely: eco gas saver; diesel fuel saver; petrol saver; and kerosene saver would save 40% of the cooking gas and 20% of fuel respectively.	Section 55(i)(ii) False or Misleading Representation	The Authority published a Notice warning the public that the Eco Energy Solutions Ltd products have not been approved by relevant government agencies and the claims made on their efficiency were false and misleading. The investigations are ongoing.
75.	Ms. Nyaruai Vs Artcaffe	Retail	The complainant alleged that she purchased gluten free cookies from Artcaffe which affected her health as she is gluten intolerant. Upon contacting Artcaffe, she was informed there was a disclaimer that the cookies had traces of gluten.	Section 55(a)(i)(v) False or Misleading Representation Section 56(1) (2)(a) (d) (e) Unconscionable Conduct Section 63(1) Unsuitable Goods	The Authority initiated investigations which culminated to a settlement agreement, where Artcaffe made an undertaking to ensure that the labelling of their gluten free cookies shall have adequate and accurate information including ingredients, and does not contain contradicting information. Further, the manufacturing environment is controlled in order to prevent contamination of the cookies with gluten.
76.	Mr. Kelvin VS Auto Cats International Ltd	Transport	The complainant bought a motor vehicle at Auto Cats International Limited which later developed mechanical problems. He also established that the mileage had been tampered with. The complainant felt the dealer underestimated the mileage and overpriced the vehicle. The complainant informed the accused of the same and requested for reduction of initial price and motor vehicle repair, but was not granted.	Section 55 (a) (i) False or Misleading Representation Section 56 (1) (2)(a) Unconscionable Conduct	The investigations are ongoing.
77.	Ms. Stella Vs Faulu Microfinance Bank	Banking	The complainant alleged that her parents took a loan from Faulu Micro-finance at an interest rate of 12% p.a but the bank later adjusted it to 16% p.a without prior notification. The complainant stated that upon their calculation, they discovered that the loan was aracting an interest rate of about 30% and not 16% or 12% as purported by Faulu.	Section 56 (2) (a), (c), (e) and (3) Unconscionable Conduct	The investigations are ongoing.

No.	Case	Sector/Market	Case Summary	Relevant Section of the Act	Case Status/Decision
78.	Mr. Robert vs Pioneer Insurance Company	Insurance	The complainant had been remitting Ksh. 1000 as premium to Pioneer Insurance Company since July 2016 from his Pension. He instructed the accused to stop further deductions, but the same was not effected.	Section 56 (3) Unconscionable Conduct	The investigations are ongoing.
79.	Ms. Patience vs Harambee SACCO	Financial	The complainant alleged that she took a loan and she was to repay in 34 months which she cleared. Later, she applied for a new loan from the same SACCO but was informed that she still owed the SACCO and the same was recovered from her SACCO shares without her knowledge.	Section 56 (3) Unconscionable Conduct	The investigations are ongoing.
80.	Apollo & Co Advocates vs KPLC	Energy	The complainant alleged that in the month of November/December 2017, several consumers started receiving inflated power bills from Kenya Power & Lighting Co. Ltd (KPLC). He added that KPLC was recovering Ksh. 8.1 Billion in backdated bills from electricity consumers allegedly incurred on diesel generated power in the year 2017 but were not factored in the monthly charges.	Section 24(2)(a) Abuse of Dominant Position Section 55 (b)(i) False or Misleading Representation Section 56(2) (3) (4) Unconscionable Conduct Section 57(1)(2) (i) Unconscionable Conduct in Business Transactions	The investigations are ongoing.
81.	Mr. Vincent Vs Kenya Orient Insurance (Orient)	Insurance	The complainant alleged that Kenya Orient was taking too long to honor his insurance claim aer his vehicle was involved in an accident.	Section 56 (1) (2) (a)(b)(d) Unconscionable Conduct	The investigations are ongoing.
82.	Mr. Stephen vs Kenya Orient Insurance	Insurance	The complainant alleged that Kenya Orient Insurance Ltd has failed to fully compensate him for repairs of his vehicle which was involved in an accident.	Section 55(a)(ii), (b)(i) False or Misleading Representation Section 56 (1) & (2)(a)(b)(c)(e) Unconscionable Conduc	The investigations are ongoing.
83.	Mr. Francis vs. Cute Kitchen Ltd	Retail	The complainant claims that he purchased a sugarcane machine from Cute Kitchen Ltd. Aer one week, the machine became defective and he reported the maer to the seller who promised that he would send him a spare part to rectify the issue. However, the seller did not honor the promise.	Section 55 (a)(i) & (b) (v) False or Misleading Representation Section 56 (1) (2) (a) & (b) Unconscionable Conduct	The investigations are ongoing.
84.	Mr. Felix vs Chloride Exide-Kisii Service Center	Retail	The complainant alleged to have bought a new baery which had a one year warranty from Semo-Kisii town, which was found to be faulty. He returned the baery to Semo and was referred to Chloride Exide-Kisii Service Centre where he was told that the baery had low acid which led to its malfunction and thus could not be refunded.	Section 56 (1), (2)(a) (e) Unconscionable Conduct	The investigations are ongoing.

No.	Case	Sector/Market	Case Summary	Relevant Section of the Act	Case Status/Decision
85.	Mr. Barnes and Modern Coast Express	Transport	The complainant alleged that he sent a parcel from Nairobi to Kisumu via Modern Coast Express in their T- Mall office and the parcel was not delivered. He further alleged that the bus company refused to give an explanation nor avail the parcel even aer writing to them three times.	Section 56 (1)(2)(a) Unconscionable Conduct	The investigations are ongoing.
86.	Mr. Obed Vs KPLC	Energy	The complainant alleged that KPLC had overcharged him. On complaining to KPLC, they reviewed the bill downwards which was still so high considering his usual bill.	N/A	The investigations are ongoing.
87.	Ms. Agnes vs KPLC	Energy	The complainant alleged that her bill was overstated in the month of February, 2018.	N/A	The investigations are ongoing.
88.	Kenyon limited vs Toolcra ltd	Retail	The complainant bought a Mig welding machine from Toolcra Limited. The complainant alleged that the machine was substandard since it broke down severally and has never been put into use. The complainant alleged he took the machine to the accused for repairs but it was still not working.	Section 55 (a) (i), (b) (ii), (v) False or Misleading Representation Section 56 (1), (2) (a) Unconscionable Conduct	The investigations are ongoing.
89.	CAK vs Coca-Cola Company	Manufacturing	The Authority received a test report by State University of New York regarding synthetic polymer contamination in bo led water. The report indicated that Dasani water, supplied in Kenya, was amongst the contaminated brands.	Section 55(a)(i) False or Misleading Representation Section 59(1), (2) Product safety & Unsafe Goods	The investigations are ongoing.
90.	Mr. Edwin VS Equity Bank	Banking	The complainant alleged that in October 2016 he finished paying for an Equiloan but the bank still indicated that he had an outstanding balance.	Section 56(1)(3)(4) Unconscionable Conduct	The investigations are ongoing.
91.	Mr. Tom Vs M/S Oguu & Company	Legal	The complainant alleged that he had sourced for legal services from Oguu Mboya & Company Advocates regarding a case at the Cooperative Tribunal in Kisumu and he has never received information of the verdict since the ruling was done. He asked the Authority to help him get the verdict for the case.	N/A	The investigations are ongoing.
92.	Mr. Nicholas Vs Stranmore Holdings Ltd	Retail	The complainant alleged that the accused refused to notify him of the arrival of his motor vehicle from Japan in April 2017, and in the process it accrued storage charges.	N/A	The investigations are ongoing.
93.	Mr. Joseph Vs Safaricom PLC	Telecommunications	The complainant alleged that the 1GB data bundle advertised by Safaricom is not actually 1GB and therefore misleading and fraudulent to consumers.	Section 55(a)(v) False or Misleading Representation	The investigations are ongoing.

No.	Case	Sector/Market	Case Summary	Relevant Section of the Act	Case Status/Decision
94.	Mr. Werner Vs Nakuma Ltd (Under Receivership)	Retail	The complainant alleged that his Nakuma loyalty card had accumulated about 40,000 points that he was not able to redeem.	Section 56 (1), (2) (a) and (b) of the Act Unconscionable Conduct	The investigations are ongoing.
95.	Mr. Paul vs Zuku	Telecommunications	The complainant alleged that he purchased an unlimited internet bundle of up to 30 mbps, however, the connection was below 5 mbps for a consecutive period of 5 months. He lodged complaints with the service provider but never received any redress.	56 (1) (2) (a) (d) & (e) of the Act on Unconscionable Conduct.	The investigations are ongoing.
96.	Mr. Gabriel vs. TNT World Couriers	Transport	The complainant alleged that he used TNT World Couriers to send a package to the U.K. TNT mishandled the goods leading to financial loss of an approximate sum of 700 Euros. Upon complaining to the service provider, the service provider only offered a compensation of 1 Dollar.	Section 57(2) (a) (c) (d) (f) (g) and (k) i.e. unconscionable conduct in business transactions	The investigations are ongoing.
97.	Mr. Geoffrey Vs Get Bucks Kenya	Financial	The complainant alleged he took a loan at Get Bucks Kenya and he has been paying but the payable amount has increasing rather than reducing.	Section 56(2)(c)(d)(e) (3) and (4) of the Act	The investigations are ongoing.
98.	Mr. Samson vs Infinity Enterprises	Retail	The complainant alleged that he bought two smartphones from Infinity Youth Enterprises. On using the phones he realized the phones had no internal memory and had no provision for external memory expansion as represented during the sale.	Section 55 (a) (i), (b) (v) and 56 (1) (2) (a) of the Act	The investigations are ongoing.
99.	Mr. Kennedy vs Sanlam Life Insurance Co. ltd	Insurance	The complainant accused Sanlam Life Insurance for failure to pay for the policies taken by his mother before her death.	Section 56 Unconscionable Conduct	The investigations are ongoing.
100.	Mr. Rufus vs Property Reality Company (PRC)	Real Estate	The complainant alleged that he purchased a plot from PRC but the company did not meet its side of the bargain and when he sought compensation, the company keeps promising to pay back but has not done so for over two years.	Section 56(1)(2) Unconscionable Conduct	The investigations are ongoing.