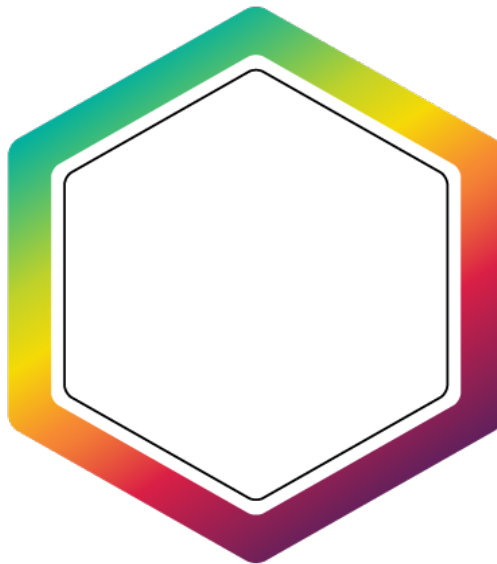


# ICT 2025 – 2 – Consultation on Proposed Consumer Protection Regulations (Draft Determination) for the ICT Industry

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## **UTILITY REGULATION AND COMPETITION OFFICE THE CAYMAN ISLANDS**



Launch Date: 5 December 2025

Closing Date for Comments: 8 January 2026

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## **Annex A – Draft ICT Consumer Protection Regulations**

## 1. Plain Language Summary

### Overview of the Proposed Regulations

The Utility Regulation and Competition Office (URCO or OfReg) has prepared a comprehensive set of consumer protection regulations for the ICT sector. These regulations establish clear, enforceable standards for how ICT service providers interact with customers, manage complaints, handle billing, deliver services, and meet quality of service benchmarks.

### Scope

The Regulations apply to all licensees providing ICT services in the Cayman Islands to consumers, small businesses, micro-businesses, and not-for-profit entities (excluding entities receiving service under bespoke service level agreements).

### Key Policy Areas Covered

- Requirements for clear and accurate information provision
- Standards for complaint handling and dispute resolution
- Fair contract terms, including protections for device financing agreements
- Billing transparency and credit management processes
- Service delivery timeframes and fault reporting obligations
- Minimum service quality standards with automatic consumer remedies
- URCO's restitution and enforcement powers

### Notable Provisions

A substantial new section on service quality and performance standards (Part 7) establishes objective, measurable benchmarks including broadband speed delivery, network availability, and quality of service parameters. This represents a significant policy shift toward outcome-based regulation with automatic consumer remedies for non-compliance.

### Invitation for Comment

URCO welcomes submissions from all interested parties, ICT licensees, consumer advocates, business users, government entities, and the general public on all aspects of these draft Regulations.

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## 2. Introduction

The Utility Regulation and Competition Office (URCO) is consulting on its draft **Information and Communications Technology Consumer Protection Regulations, 2025**.

URCO's statutory remit includes protecting the short- and long-term interests of consumers in relation to ICT services while promoting competition, efficiency and fair pricing in the sector.

This consultation document invites the industry, consumer groups, business users, government entities, and the general public to review and comment on a comprehensive set of draft Regulations designed to establish clear, practical and enforceable standards for how ICT service providers interact with customers in the Cayman Islands.

The full text of the draft Regulations is set out in **Annex A** to this consultation document.

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## 3. Background and Purpose

### 3.1 Regulatory Mandate

URCO regulates the electricity, ICT, water, wastewater and fuels sectors in the Cayman Islands under the Utility Regulation and Competition Act, 2024 (the "URC Act"). The ICT sector is governed by the Information and Communications Technology Act, 2019 (the "ICT Act").

Among URCO's principal functions are:

- To protect the short- and long-term interests of consumers in relation to utility services
- To ensure that utility services are satisfactory and efficient and that charges are reasonable and reflect efficient costs
- To establish and enforce quality of service standards
- To investigate and resolve complaints from consumers and service providers
- To regulate the terms and conditions of ICT services where in the public interest

### 3.2 Why New Regulations Are Needed

In the past, URCO has engaged with the ICT industry and has carefully considered comments received on previous draft consumer protection frameworks. During this period, ICT markets, technologies and consumer expectations have continued to evolve rapidly.

#### Key drivers for the 2025 draft:

- **Increasing reliance on ICT services:** ICT services have become essential for day-to-day activities, employment, education, healthcare, and business operations across the Cayman Islands.
- **Market evolution and consumer feedback:** Market participants and consumers have identified recurring issues including disputes over service quality, billing accuracy, complaint handling timeframes, and the need for clearer contract terms.
- **New market practices:** The market has seen significant growth in device financing agreements and emerging service delivery models that require specific regulatory attention.

- **Service quality concerns:** Consumer feedback and complaints to URCO indicate concerns regarding consistency of service quality, particularly internet service speed delivery and network availability. The absence of objective performance standards has made it difficult for URCO to resolve service disputes fairly and for consumers to understand their rights when service does not meet expectations.
- **Alignment with regulatory best practice:** URCO has benchmarked its approach against international regulatory frameworks and standards to ensure the Regulations are proportionate, enforceable, consistent with other jurisdictions, and fit for purpose.

### 3.3 Development Process

In developing these draft Regulations, URCO undertook:

- Internal policy reviews and legal analysis
- Benchmarking against international regulatory frameworks (including standards from the International Telecommunication Union, European Telecommunications Standards Institute, and other jurisdictions with comparable ICT markets)
- Engagement with the Board of Directors
- Refinement of provisions in light of emerging market conduct issues, stakeholder feedback, and consumer complaints
- Consultation with industry representatives on technical feasibility

This work has culminated in a modernised set of Regulations that strike a balance between clear, enforceable standards and operational flexibility for service providers.

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## 4. Overview of the Draft Regulations

The draft Information and Communications Technology Consumer Protection Regulations, 2025 are structured into eight main Parts:

### **Part 1 – Preliminary**

Definitions and general application.

### **Part 2 – Provision of Information**

Requirements for clear, accurate information before and during a contract, including service details, rates, terms, dispute resolution options and quality standards.

### **Part 3 – Complaints**

Standards for accessible, fair and efficient complaint handling, including multiple channels, timeframes, record-keeping and escalation to URCO.

### **Part 4 – Contract Terms**

Fair, transparent and balanced contract terms, including requirements on contract duration, cancellation rights, contract variations and bundled services. Also includes protections for device financing agreements.

### **Part 5 – Billing**

Requirements for accurate, timely and easy-to-understand bills, fair handling of billing disputes, and proportionate credit management processes.

### **Part 6 – Service Provision and Fault Repair**

Service delivery timeframes, 24/7 fault reporting, repair standards and outage notification requirements.

### **Part 7 – Service Quality and Performance Standards**

Mandatory minimum service quality benchmarks including internet service speed delivery, network availability, and quality of service parameters. Includes automatic service credits when standards are not met, consumer monitoring rights, the right to terminate if performance failures persist, and URCO monitoring and verification powers.

### **Part 8 – Restitution and Redress**

Powers for URCO to order compensation where customers have suffered loss or harm due to provider conduct, systemic failures, or non-compliance with regulatory obligations.

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## **5. Key Features of the Draft Regulations**

This section outlines the main provisions in each Part. Readers are encouraged to refer to the relevant sections of the full draft Regulations (set out in Annex A) for precise wording and detailed requirements. This summary is designed to facilitate informed comment rather than to substitute for the full text.

### **5.1 Provision of Information (Part 2)**

#### **Principles**

Information provided by service providers must be accurate, up-to-date, presented in clear and simple language that avoids unnecessary legal or technical jargon, and compliant with URCO's Truth in Advertising Rules.

#### **Pre-Contract Disclosure Requirements**

Before a customer enters into a contract, service providers must provide:

- Complete description of the service and/or product
- Contract length and any minimum terms
- Early termination fees and procedures
- Any additional products or services required for effective use
- Applicable quality standards and compensation available if standards are not met
- Details of service limitations or fair usage policies
- Procedures and methods for dispute resolution

For bundled or packaged services, the individual cost of each component must be disclosed alongside the bundled price.

#### **Information Access and Format**

- Information must be available online, in hard copy on request, and through multiple channels
- Within 12 months of these Regulations' effective date, information must be available in formats accessible to persons with disabilities (including Braille, where requested)
- Rates and key bundle terms must be prominently displayed on websites and at retail outlets

### **Roaming Plans**

Service providers must send warning notifications (via SMS or equivalent) when customers approach roaming plan allotment limits, with options to purchase additional services or suspend until return to jurisdiction.

## **5.2 Complaints Handling (Part 3)**

### **Accessibility**

Customers must be able to lodge complaints through multiple channels:

- In person at retail outlets
- By telephone
- In writing (hard copy or electronic)
- Through online forms on the service provider's website

Complaint channels must be available free of charge, including a free-to-call telephone number from local networks.

### **Processing Requirements**

Service providers must:

- Immediately acknowledge verbal complaints and formally acknowledge all complaints in writing within 24 hours
- Seek to resolve complaints through first contact where possible
- Provide proposed resolution within 7 days of receiving the complaint
- Implement agreed resolutions within 14 days (or 20 days if dependent on customer action)
- Send written confirmation of closure within 5 business days

### **Record-Keeping and Reporting**

Service providers must maintain detailed records of all complaints, including:

- Complaint details and issues raised
- Investigation steps and results
- Resolution proposed and agreed
- Actions taken to implement resolution
- Dates of key milestones

Records must be kept for an appropriate retention period and stored in a manner enabling service providers to:

- Identify individual complaints and track progress
- Analyze patterns or trends
- Demonstrate compliance with timeframes
- Report quarterly to URCO on complaint numbers, nature, and status

### **Special Protections**

- Elderly persons and persons with disabilities must be able to appoint representatives and receive reasonable support
- Errors in current bills must be corrected within 2 business days
- Remedies offered must address the root cause and consider personal circumstances of the customer
- Complaints indicative of wider problems trigger investigation of systemic issues

### **Escalation**

Customers who remain dissatisfied may refer complaints to URCO's appeals process. Service providers must inform customers of this right and, on request, provide URCO with complaint details.

### **Performance Issue Complaints**

For complaints regarding service performance (speed, availability, quality), service providers must:

- Test and verify the performance failure within 48 hours
- Investigate root cause within 5 business days
- Provide proposed remedies within 7 days (which may include repairs, credits, equipment upgrades, plan downgrades, or termination without penalty)

## **5.3 Contract Terms and Duration (Part 4)**

### **Contract Transparency**

Contracts must be clear, unambiguous, and free of unnecessary legal jargon. Contracts must include:

- Start date and contract length
- Minimum duration (if applicable)
- Service delivery details and timeframes
- Quality standards applicable and compensation if not met
- Which terms are variable and the procedure for variation
- Notification methods for changes
- Termination procedures and fees (if any)
- Renewal terms and whether automatic renewal applies
- Circumstances for suspension or disconnection
- Penalty terms and conditions

### **Contract Duration Limits**

- Customers may choose contracts of 12 months or less
- For service providers designated as having Significant Market Power (SMP), contracts cannot exceed 24 months
- Automatic renewal is prohibited

### **Renewal Procedures**

- Customers may renew at any point after the initial contract period
- Written notice of at least 30 days is required by customers to terminate upon expiry
- Service providers cannot impose penalties for termination following expiry of an initial term



### **Cooling-Off Period**

Customers may cancel a new contract within 5 business days without penalty (unless the service or product has been consumed). A free telephone number must be available for cancellation.

### **Contract Modifications**

Where a service provider proposes a material modification detrimental to the customer, at least 1 month's written notice is required. Customers may terminate without penalty if they reject the proposed modification during the notice period.

### **Bundled Services**

Where multiple services or products are bundled (including those involving third parties), the principal service provider remains responsible for the entire package, including service quality, support, and complaints handling.

## **5.4 Device Financing Agreements (Part 4)**

### **Overview**

These provisions establish protections for customers entering into device financing agreements (instalment purchase arrangements for telecommunications devices).

### **Access Rights**

Customers must retain:

- Access to emergency services at all times (regardless of payment status or dispute)
- Access to personal data stored on the device
- Ability to use the device with alternative service providers' networks (non-SIM lock provisions)

### **Device Restrictions**

Service providers may only restrict, suspend, lock, or disable a device in limited circumstances:

- **Prohibited grounds for restriction:**
  - Use of a non-service provider SIM card
  - Payment default (unless arrears exceed 60 days following written notice)
  - Termination of service contract before full payment
  - Alleged illegal activity (without court order, conviction, or regulatory determination)
- **Required procedure before restriction:**
  - Written notice with 14 business day cure period
  - Opportunity for customer to dispute
  - Human review of enforcement decision
- **Scope of restriction:**
  - Service providers may restrict their own network services (calls, data, texts) only
  - Cannot restrict entire device or access to alternative networks

- Cannot disable emergency services, personal data access, or Wi-Fi functionality

### **Contract Disclosures**

All device financing agreements must clearly disclose:

- When device restriction may occur
- Which device functions remain available
- Notice and cure periods
- Customer dispute rights
- Service provider liability for data loss from wrongful restriction

### **Complaint Resolution**

Complaints regarding device restriction are governed by Part 3 (Complaints Handling). Where restriction was wrongful, the service provider must restore functionality and provide appropriate compensation.

### **Enforcement**

Non-compliance is a breach of licence and subject to URCO investigation, potential contract modification orders, restitution requirements, or administrative fines.

## **5.5 Billing and Credit Management (Part 5)**

### **Billing Standards**

Bills must:

- Be issued within 30 days of the end of the billing period
- Be formatted for easy comprehension
- Contain accurate and verifiable information
- Include clear itemization of charges, credits, and payments

### **Bill Contents**

Every bill must include:

- Customer name and address
- Service provider's current business name and address
- Unique bill reference number
- Bill date and billing period covered
- Detailed breakdown of all charges, credits, and payments (including itemization on request)
- Any discounts applied
- Net amount payable or repayable
- Payment due date
- Contact methods for inquiries or complaints (free of charge)
- Hours of operation and any charges for contact methods

### **Billing Accuracy**

Service providers must implement systems and safeguards to minimize billing inaccuracies. Errors in current bills must be corrected within 2 business days.

### **Customer Access to Billing Information**

Customers must be able to obtain:

- Information relevant to their current bill

- Sufficient information to verify charges
- Bills in storable/reproducible format
- Fully itemized bills on request (at no charge)
- Payment confirmation
- Advance notice of any charges for obtaining additional information

### **Billing Medium and Changes**

- Service providers may offer bills in multiple media (electronic, paper, etc.)
- If changing billing medium or period, 30 days (medium) or 2 billing periods (period) notice required
- Customers may request alternative billing media

### **Charges and Late Payment**

- Late payment fees must be reasonable and proportionate to costs incurred
- Charges cannot be added to bills more than 3 months after the service delivery period
- At least one payment method must be free of processing/administrative charges
- Service providers must provide reasonable payment time before late fees apply (minimum of half the billing period or 21 days, whichever is shorter)

### **Credit Management and Collections**

Service providers must:

- Not pursue collection action on disputed amounts while disputes are unresolved
- Not pursue disproportionate or unduly discriminatory collection measures
- Notify customers of overdue payment at 30 days (first notice) and 45 days (second notice)
- Provide 5 business days' notice before restricting, suspending, or disconnecting service, with clear details of:
  - Amount owed
  - Total amount needed to avoid action
  - Payment deadline
  - Available payment methods
  - Date action will take effect
  - Any ongoing charges during restriction/suspension
  - Impact on service plans or phone numbers

### **Consumer Protections During Disputes**

- Disputed amounts are separated from undisputed amounts for collection purposes
- Aggressive collection action is restricted while disputes are being resolved
- Complaints about bills are honored even if debt has been assigned to a third party

### **Reconnection Fees**

Service providers may not impose reconnection fees where service was restricted/suspended/disconnected due to service provider error (including error about payment status).

## **5.6 Service Provision, Faults and Outages (Part 6)**

### **Service Delivery Timeframes**

Service providers must provide services within agreed timeframes. Where delays occur:

- Customers must be kept informed of progress
- For new post-paid services, delays following credit checks are limited to 5 business days
- Where infrastructure limitations cause delays, service providers must estimate timeframes and keep customers informed
- URCO may direct specific service provision timelines where appropriate

### **Fault Reporting**

Service providers must enable customers to report faults and service interruptions:

- 24 hours a day, 7 days a week
- Free of charge from local telephone networks
- Through accessible channels

### **Fault Repair Standards**

Repairs must follow URCO's fault repair standards as notified by URCO from time to time.

### **Outage Management**

Service providers must:

- Provide advance notice of planned outages
- Comply with URCO's Outage Reporting Rules
- For unplanned outages exceeding 24 hours (not due to force majeure or customer fault), apply automatic service credits to customer accounts (see Part 7)

## **5.7 Service Quality and Performance Standards (Part 7)**

### **Purpose and Scope**

Part 7 establishes mandatory minimum service quality standards with objective, measurable benchmarks. These standards apply to all ICT services provided to consumers, small businesses, micro-businesses, and not-for-profit entities, except those receiving bespoke service level agreements.

This represents a significant policy shift toward outcome-based regulation with automatic consumer remedies and URCO monitoring powers.

### **Broadband Speed Delivery Standards**

Service providers must deliver broadband Internet services at speeds achieving at least 80% of advertised download and upload speeds, measured as:

- Monthly average across all measured consumer locations
- Achieved at least 80% of the time during the measurement month

**Measurement Standard:** International Telecommunication Union -ITU-T Y.2617 or such other international standard as URCO may specify.

## **Network Availability Standards**

Service providers must maintain:

- Minimum 99.5% monthly uptime for all ICT services (approximately 3.6 hours maximum unplanned downtime per calendar month)

For mobile Internet services specifically:

- Minimum 50 Mbps download speeds in all licensed service areas
- Call setup success rate of at least 95%
- Drop call rate not exceeding 2% during normal network conditions

## **Quality of Service Parameters (Under Normal Network Conditions)**

### **Latency (Round-Trip Delay Time):**

- Fixed Internet: not exceeding 100 milliseconds
- Mobile Internet: not exceeding 150 milliseconds

### **Jitter (Delay Variation):**

- Fixed Internet: not exceeding 50 milliseconds
- Mobile Internet: not exceeding 100 milliseconds

**Packet Loss:** Not exceeding 1%

### **Connection Establishment Time:**

- Standard installation requests: 5 business days
- Priority installation requests: 2 business days
- Service providers must notify customers in advance of delays exceeding these timeframes

## **Measurement Methodology and Frequency**

Service providers must:

### **Testing Standards:**

- Use internationally recognized standards (ITU-T, ETSI, Federal Communications Commission) for measurement
- Test from multiple locations and times providing representative sample data
- For speed testing: use 10-15 second test runs measuring achievable throughput
- Where required by URCO, use independent third-party verification

### **Measurement Frequency:**

- **Monthly:** service availability and uptime
- **Quarterly:** speed, latency, jitter, and packet loss
- Testing during peak usage hours:
  - Residential: 4 PM to 11 PM
  - Business: 9 AM to 4 PM and 6 PM to 10 PM

## **Performance Reporting Requirements**

Service providers must publish quarterly performance reports on their websites within 30 days of quarter-end. Reports must include:

- Advertised speeds vs. actual speeds achieved (disaggregated by service plan)
- Network availability percentage

- Average latency, jitter, and packet loss
- Number and type of outages (planned vs. unplanned)
- Customer complaints related to service performance
- Clear, simple language enabling comparison between service providers
- Downloadable format (PDF, CSV)

**URCO Comparison Tool:** URCO may maintain a public comparison tool displaying all service providers' quality metrics side-by-side for customer reference.

### **Automatic Service Credits - Mandatory, Non-Waivable**

Where a service provider fails to meet minimum performance standards, automatic service credits apply:

#### **Mechanism:**

- Applied automatically without requiring customer complaint or request
- Reflected on next bill within 30 days of the month in which failure occurred
- Cannot be waived, refused, or bundled/offset by customers
- Cannot represent a benefit to the service provider or form part of rate-setting

#### **Credit Scale:**

<b>Performance Failure</b>	<b>Monthly Service Credit</b>
Speed delivery below 80% of advertised for more than 2 days in a month	5% of monthly service charge
Availability below 99.5% uptime	10% of monthly service charge
Latency exceeding maximum for more than 4 cumulative hours per month	5% of monthly service charge
Connection establishment exceeding 5 business days (without customer delay)	20% of connection fee
Service outage exceeding 24 consecutive hours	25% of monthly service charge
Multiple failures (2 or more in same month)	Up to 50% of monthly service charge

### **Right to Terminate for Performance Failures**

Customers may terminate their service contract without penalty or early termination fees where service providers fail to meet minimum performance standards for 60 consecutive days. Customers are entitled to pro-rata refunds of prepaid service fees.

#### **Procedure:**

- Customer must notify service provider in writing of performance failure
- Service provider has 7 days to cure the failure
- If not cured, termination becomes effective

### **Pre-Contract Disclosure of Service Limitations**

Before contract formation, service providers must disclose:

- Any known network congestion affecting peak-hour speeds
- Geographic or weather-related limitations on service quality
- Technical reasons why advertised speeds may not be achievable (e.g., distance from network hub, copper vs. fibre infrastructure)

### **Fair Usage Policies:**

Where service providers impose fair usage policies on unlimited data plans, they must:

- Clearly specify the threshold at which excessive usage may trigger temporary speed reduction
- Explain how speed reduction operates and its duration
- Provide clear notice when customers approach fair usage thresholds
- Apply policies fairly and consistently to all customers
- Ensure fair usage policies are not disguised data caps

### **Exemptions from Performance Standards**

Performance standards do not apply during:

- Force Majeure events (natural disasters, war, terrorism, civil unrest, government actions, major infrastructure failures outside service provider's reasonable control)
- Planned maintenance (in accordance with URCO's Outage Reporting Rules)
- Customer-caused issues (equipment malfunction, misconfiguration, non-approved equipment, exceeding fair usage thresholds, hacking)
- Third-party issues (external internet routing issues outside service provider's reasonable control) - provided service provider discloses these to customers and takes reasonable mitigation steps

### **Complaint Resolution for Performance Issues**

Service providers must:

- Acknowledge performance complaints within 24 hours
- Test to verify performance failure within 48 hours
- Investigate root cause within 5 business days
- Provide proposed remedies within 7 days (which may include repairs, credits, equipment upgrades, plan modifications, or contract termination without penalty)

Performance complaints are governed by Part 3 (Complaints Handling) standards and procedures.

### **URCO Monitoring and Verification**

URCO has extensive powers:

- **Independent testing:** May conduct independent speed and performance tests on service provider networks
- **Required participation:** May require service providers to participate in regular third-party testing
- **Audits:** May audit service providers' internal quality measurement methodologies
- **Enforcement:** Will issue findings if service providers fail to meet published standards and may take reasonable compliance and enforcement action

### **Service Provider Reporting to URCO:**

- Quarterly Quality of Service reports (same format as published to customers)
- Annual compliance certification detailing adherence to all performance standards

## 5.8 Restitution and Redress (Part 8)

### URCO Restitution Powers

URCO may order restitution where customers have suffered loss, overpayment, or harm resulting from service outages, provider conduct, systemic failures, or non-compliance with regulatory obligations.

#### Grounds for Restitution Orders:

- **Unjust enrichment:** Overcharging or deceptive billing, including applying charges requiring URCO approval without first obtaining written approval
- **Service failures:** Prolonged or repeated service outages without adequate redress
- **Non-compliance:** Failure to meet minimum service standards defined in Regulations, licence conditions, or URCO policies
- **Discriminatory conduct:** Denial of access to lawful services or discriminatory service provision
- **Licence breaches:** Breach of licence terms resulting in undue customer hardship
- **Regulatory violations:** Contravention of consumer protection provisions
- **Systemic errors:** Systemic billing or service errors affecting one or more customer classes
- **Material loss:** Any other conduct causing material customer loss or harm

#### Forms of Restitution:

Restitution may include:

- Refunds or credits to customer accounts
- Service credits for outages (per Part 7 schedules or proportionate to duration and service value)
- Equipment replacement or upgrades
- Contract termination without penalty
- Other remedies URCO determines appropriate

#### Automatic Credits for Prolonged Outages:

- For outages exceeding 24 consecutive hours (not due to force majeure or customer fault), automatic credits must be applied
- Credits are proportionate to duration and service value
- Follow the scale in Part 7 (25% of monthly charge for outages exceeding 24 consecutive hours)
- Applied to next bill without requiring customer complaint

#### Enforcement of Restitution Orders:

- Non-compliance with URCO restitution orders triggers further enforcement action
- URCO has administrative fining powers for non-compliance

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## 6. Consultation History and This Update



URCO recognises that ICT licensees have previously engaged in consultation exercises and that useful feedback was provided. The 2025 draft Regulations:

- Reflect industry input from prior consultations where consistent with URCO's statutory duties and the public interest
- Address documented market issues including device financing practices, persistent billing disputes, service outage impacts, and service quality consistency
- Balance regulatory clarity with operational flexibility for service providers
- Align with international regulatory best practices on consumer protection and quality of service standards

This update incorporates technical and policy refinements in light of stakeholder feedback, emerging market conduct issues, international developments, and URCO's experience administering similar provisions.

**Areas Where URCO Particularly Welcomes Detailed Comment:**

- The feasibility, proportionality, and economic impact of the new service quality standards (Part 7)
- The approach to automatic service credits and whether the credit percentages are appropriate and incentivize compliance
- The consumer right to terminate for sustained performance failures
- Implementation timelines and transition arrangements
- Data reporting and verification requirements and their compliance burden
- Any provisions that may be unclear, technically infeasible, or impose unintended operational burdens

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## 7. Legal Basis

URCO's authority to make these Regulations is derived from:

- Section 6(2)(d) of the URC Act (power to make administrative determinations, decisions, orders and regulations)
- Section 9(3)(b) of the ICT Act (power to establish rules relating to complaints handling and dispute resolution)
- Section 97(3)(b) of the ICT Act (power to make regulations on quality standards and other measures necessary for carrying out URCO's duties)
- Section 71 of the URC Act (requirement to consult on administrative determinations of public significance)

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## 8. Consultation Questions

URCO seeks submissions from all interested parties on the draft Information and Communications Technology Consumer Protection Regulations, 2025. Interested parties include ICT licensees, consumer advocates, business users, government

entities, and other stakeholders. **Feel free to answer all or some of the questions. A simple “yes we agree with the regulations” or “no we do not agree with the regulations” are welcomed also.**

### **Consultation Question: Overall Assessment of Draft Regulations**

Please provide your views on any matters you consider relevant to the draft Regulations. In particular, URCO welcomes feedback on:

- Whether any provisions are unclear or impractical,
- Whether there are areas where additional flexibility or clarification would be appropriate
- Whether there are any important issues that you believe have not been adequately addressed
- Specific proposed wording or alternative approaches where improvements can be made
- Implementation concerns
- Unintended consequences or potential market effects

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### **General Submission Guidance:**

Respondents are encouraged to:

- Refer to specific Parts or regulation numbers where possible
- Provide practical examples or case studies where relevant
- Identify which provisions apply to your circumstances
- Suggest solutions or alternative language where you identify issues
- Distinguish between provisions that are technically challenging vs. those that are operationally burdensome vs. those that raise policy concerns
- Submit detailed responses for multiple topic areas if helpful

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## **9. How to Respond**

### **9.1 Submission Deadline**

Submissions must be received by the Office **on or before 8 January 2026**

### **9.2 How to Submit**

Submissions may be sent by any of the following methods:

#### **By Email (preferred):**

[consultations@ofreg.ky](mailto:consultations@ofreg.ky)

#### **By Post:**

Utility Regulation and Competition Office  
PO Box 10189  
Grand Cayman KY1-1002  
Cayman Islands

#### **By Hand Delivery or Courier:**

Utility Regulation and Competition Office

3rd Floor Monaco Towers  
11 Dr Roy's Drive  
George Town, Cayman Islands

### 9.3 Format and Content

- Submissions should be clearly marked with the reference “**ICT Consumer Protection Regs**”
- Please indicate the name of your organisation or, if submitting as an individual, your name
- Its helpful to provide a clear statement of your position and the reasons or evidence supporting it

### 9.4 Confidentiality

Respondents may indicate that any part of their submission is confidential, commercial-in-confidence, or sensitive. If you wish to mark portions as confidential:

- Clearly identify the confidential sections
- Provide a non-confidential version suitable for publication
- Explain why confidentiality is claimed in accordance with the procedure set out in the URC Act (e.g., commercial sensitivity, competitive concerns, personal privacy, other)

URCO will respect reasonable confidentiality requests in accordance with the provisions of the URC Act and the Freedom of Information Act. However, all non-confidential submissions or summaries may be published on URCO's website unless you explicitly request otherwise.

Respondents should note that URCO may be required to disclose submissions in response to Freedom of Information requests or other legal obligations, even if marked confidential.

### 9.5 Next Steps

After the consultation closing date:

1. URCO will review all submissions received
2. URCO will assess responses and feedback alongside relevant evidence and policy analysis
3. Any necessary amendments to the draft Regulations will be prepared
4. A summary of consultation feedback and URCO's response (including rationale for any amendments) will be published
5. Final Regulations will be issued and effective date communicated

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## 10. Document Attachment

The full text of the draft Information and Communications Technology Consumer Protection Regulations, 2025 is attached to this consultation document as Annex A. Readers are encouraged to review the full draft Regulations alongside this summary document. Where any provisions in this consultation document are unclear or require more detail, the full text of the relevant regulation should be consulted.

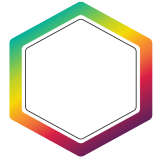
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**URCO is committed to regulating utilities in the public interest through transparent, evidence-based decision-making and meaningful stakeholder engagement.**

**Annex A**  
**DRAFT INFORMATION AND COMMUNICATIONS TECHNOLOGY CONSUMER  
PROTECTION REGULATIONS, 2025**

[Full text of the draft Regulations is on the following page]

CAYMAN ISLANDS



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**THE INFORMATION AND COMMUNICATIONS TECHNOLOGY ACT,  
(2019 REVISION)**

**THE INFORMATION AND COMMUNICATIONS TECHNOLOGY  
(CONSUMER PROTECTION) REGULATIONS, 2025**

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**PART 1 - PRELIMINARY**

**THE INFORMATION AND COMMUNICATIONS TECHNOLOGY  
(CONSUMER PROTECTION) REGULATIONS, 2025**

The Office, in exercising of its powers conferred by section 97(3)(b)(iii) and (iv) of the Information and Communications Technology Act (2019 Revision) makes the following regulations-

1. These regulations may be cited as the Information and Communications Technology Act (Consumer Protection) Regulations, 2025.

2. In these regulations-

The following terms shall have the following meanings. Words or phrases denoting the singular shall include the plural, and vice versa. Words or phrases that denote a gender shall include both genders.

“The Act” means the Information and Communications Technology Act as revised from time to time;

“Bill” means a notice from a Service Provider, presented in hard copy or electronic form, which advises a Consumer of the money due in respect of any Product or Service provided to the Consumer by the Service Provider;

“Billing Medium” means the format in which a Bill is provided to a Consumer by a Service Provider;

“Billing Period” means the period of time covered by each Bill issued by the Service Provider, or as the context requires, the period of time covered by a particular Bill;

“Business Day” means any day other than a Saturday and Sunday, and a public holiday declared in the Cayman Islands;

“Complaint” means an expression of dissatisfaction made by a Consumer to a Service Provider in relation to its Services, Products or the Service Provider’s

complaints handling process to which the Consumer expects a response from the Service Provider;

“Consumer” means any person, small business, micro business, or not-for-profit entity, as registered under the applicable laws of the Cayman Islands, that purchases or uses ICT Services for personal or business purposes but does not include persons who resell or deliver the service to a third-party. Consumer in these Regulations does not include entities receiving service under bespoke service level agreements (SLAs).

“Credit Management” means the process by which a Service Provider manages any credit risk to the Service Provider or by which it collects outstanding debts from a Consumer;

“Credit Management Action” means any action taken by a Service Provider to facilitate Credit Management;

“Data Controller” has the same meaning as in the Data Protection Act (2021 Revision);

“Data Subject” has the same meaning as in the Data Protection Act (2021 Revision);

“Disconnect” means any action taken by a Service Provider with the intention of permanently preventing the use by a Consumer of a Product or Service it provides to that Consumer;

“Force Majeure” means an unforeseen and uncontrollable force or event outside the reasonable control of the party affected by that event, including but not limited to one or more of the following: fire, flood, earthquake, natural disaster, war, strike, lockout, riot, explosion, insurrection, terrorism, government action or any exercise of emergency powers by any governmental authority;

“ICT Service” has the same meaning as in the Act;

“Internet Service” means any service providing connectivity to the public internet.

“Interim Billing” means providing a Consumer with a Bill other than at the end of a Billing Period;

“Instalment Agreement” means a contract under which a Service Provider provides a telecommunications device to a Consumer in exchange for an initial payment followed by two or more subsequent monthly payments.

“Mass Media” means any means whether written, electronic, spoken or visual that is used to communicate information to the general public;

“Micro Business” has the same meaning as defined in the Trade and Business Licensing Act (as revised);

“Migrated” means where a Consumer has transferred his or her Service from one Service Provider to another Service Provider;

“Not-for-Profit” has the same meaning as defined in the Companies Act (as revised).

“Office” means the Utility Regulation and Competition Office, established by section 4 of the Utility Regulation and Competition Act (as revised), or any other such embodiment of its functions;

"Person" means a natural or legal person or a legal arrangement;

“Personal Data” has the same meaning as in the Data Protection Act (2021 Revision);

“Post-paid Services” means services that may be billed all or in part after use, for example in a monthly bill;

“Product” means a physical item that is provided, or caused to be provided, by the Service Provider to a Consumer;

“Prolonged Outage” means any interruption of Service lasting longer than twenty-four (24) consecutive hours.

“Quarter” means a period of three (3) calendar months commencing 1 January, 1 April, 1 July, and 1 October;

“Reconnect” means any action taken by a Service Provider with the intention of allowing the use by a Consumer of a Product or Service it had previously provided to that Consumer and had previously taken action to Disconnect;

"Repeated Outage" means two or more Service Outages affecting the same Consumer's service within any period of six (6) calendar months.

"Restitution" means compensation, reimbursement, refund, credit, or other remedial action directed by the Office to address customer loss, damage, or overpayment resulting from actions of a licensee.

“Restrict” means any action taken by a Service Provider to limit temporarily a Consumer’s access to a Product or Service provided to that Consumer by the Service Provider;

“SMP” or “Significant Market Power” means where a Service Provider, either individually or jointly with others, enjoys a position of economic strength affording it the power to behave to an appreciable extent independently of its competitors, customers and ultimately consumers;

“Sales Representative” means anyone who is directly or indirectly employed or contracted by the Service Provider to sell, offer to sell, or otherwise promote the Service Provider’s Services and Products on its behalf;

“Security Deposit” means a payment collected by a Service Provider from a Consumer to mitigate any actual or perceived credit risk which the Service Provider assumes in providing a Product or Service to that Consumer;

“Service” means an ICT Service offered or provided to a Consumer by a Service Provider;

"Service Outage" means an unplanned partial or full interruption of Service resulting from technical failure, network malfunction, or other circumstances beyond the Consumer's control, but does not include Force Majeure.

“Service Provider” means a Licensee who provides an ICT Service;

“Service Quality Standards” means the minimum performance metrics that a Service Provider must maintain in relation to the delivery of ICT services to Consumers.

“Small Business” has the same meaning as defined in the Trade and Business Licensing Act (as revised)

“Spoken Communication” means verbal communication (including such things as recordings) with a Consumer about the provision of a Service and /or Product;

“Suspend” means any action taken by a Service Provider to cause Suspension;

“Suspension” means the temporary prevention of use by a Service Provider of a Service provided to a Consumer;

“Verbal Complaint” means a Complaint made in person or over the telephone; and

“Website” means any locations connected to the internet that maintains one or more pages on the world-wide web, applications and social media feeds.

## **PART 2 – PROVISION OF INFORMATION**

3. (1) Where a Service Provider is required to provide information to a Consumer under this regulation, unless otherwise specified, this is to be done -

- (a) by Spoken Communications; or
- (b) by making the information available; and,

- (c) by prominently displaying the information on all websites through which the Consumer can enter into a contract with the Service Provider, i.e. displaying it on the home page of any such website or on a page that can be accessed by clicking on no more than one link, from the home page of the website.
- (2) All information provided by a Service Provider for the purposes of complying with this regulation or otherwise, including for the avoidance of doubt any information provided in the Mass Media or in advertisements, shall be -
- (a) accurate;
  - (b) up to date;
  - (c) in compliance with the Truth in Advertising Rules and,
  - (d) presented in a manner that is simple, clear and avoids the use of unnecessary legal or technical terms.
- (3) In addition, all information provided by a Service Provider for the purposes of complying with these regulations shall be -
- (a) provided to a Consumer in hard copy or electronic form on his request;
  - (b) no later than twelve (12) months after the effective date of these Regulations, made available to a Consumer on his request in a format that is accessible to a person with disabilities, including where relevant in Braille; and,
  - (c) unless otherwise provided in these regulations, made available and provided to the Consumer on request and free of charge.
- (4) A Service Provider shall provide the following information to Consumers, the details of -
- (a) all material aspects of any Service or Product it offers that reasonably might be expected to impact upon a Consumer's decision to enter into a contract for that Service or Product;
  - (b) all material aspects of any Service or Product it offers that reasonably might be expected to impact on the Consumer's enjoyment of that Service or Product;
  - (c) the rates on which all its Services and Products are offered, such information to be prominently displayed at all retail outlets at which the Service Provider's Services or Products are sold and on any website through which the Service Provider conducts its business; and,

- (d) the terms and conditions on which all its Services and Products are offered, such information to be available on request at all outlets at which the Service Provider's Services or Products are sold and also be displayed on any website through which the service provider conducts its business.
4. (1) Before entering into a contract with a Consumer, a Service Provider (including where appropriate the Service Provider's Sales Representative) shall provide the following information to the Consumer -
- (a) a complete description of the Service and/or Product to be provided under the contract;
  - (b) details of the length of time it will take for the Service and/or Product to be provided, including in particular the length of time it will take to initiate any connection required for the provision of the Service and/or Product;
  - (c) where the contract is for a fixed period of time, the duration of the contract, including, in particular, details of any term that provides for a minimum and/or maximum duration of the contract;
  - (d) details of any termination fees payable by the Consumer if the contract is terminated before the end of any minimum period of time specified by the contract;
  - (e) details of any term in the contract that requires the Consumer to provide notice of his intention to terminate the contract, in particular any requirements in relation to the manner in which such notice is to be provided and/or the minimum period of notice the Consumer is required to provide;
  - (f) details of the procedures for and methods by which disputes in relation to or arising out of the contract may be resolved;
  - (g) where any other Service and/or Product ("additional service or product") is required in order to effectively utilise the Service and/or Product which is the subject of the contract, details of any such additional service or product;
  - (h) details of any applicable quality standards that will apply to the Service and/or Product to be provided under the contract;
  - (i) details of any compensation, discount, rebate, refund or other arrangements which may apply if the quality standards applicable to the contract are not met; and,



- (j) where the contract provides for the Service and/or Product to be provided under it to be upgraded or Migrated either at a specified point or on request, details of the terms on which the Service and/or Product can be upgraded or Migrated, including in particular any fees or other charges that will be incurred by such upgrade or migration, and the impact (if any) such upgrade or migration will have on the quality standards that apply to the Service and/or Product provided under the contract.

(2) Where the Service Provider offers more than one Service and/or Product as part of a package or bundle, before entering into a contract with a Consumer to provide any such package or bundle, a Service Provider shall provide the following information to the Consumer -

- (a) a description of each component of the Service and/or Product; and,
- (b) the price the Service Provider would charge for each component were it to be supplied or sold on an individual basis.

5. In any Spoken Communication, a Service Provider shall promptly provide the following information -

- (a) the identity and brand name of the Service Provider;
- (b) the name of the person making the Spoken Communication;
- (c) the primary purpose of the Spoken Communication;
- (d) in relation to any Service and/or Product being sold -
  - (i) a description of the Service and/or Product;
  - (ii) any charges applicable to the Service and/or Product;
  - (iii) any special offer, discount or package available in relation to the Service and/or Product that is the subject of the Spoken Communication;
- (e) a specific telephone number a Consumer may call in the event he/she wishes to cancel any contract entered into as a result of the Spoken Communication.

6. Subject to any applicable law or legal obligation, a Service Provider shall retain Personal Data relating to a Consumer's account, contract, and interactions only for as long as is necessary to fulfil the purpose for which it was collected, including any legal, regulatory, or contractual requirements for retention.

### **PART 3 – COMPLAINTS**

7. (1) All Service Providers shall implement a Complaints handling procedure that –

- (a) makes provision for Complaints to be made to it in all of the following ways –
  - (i) in person at any of the Service Provider’s retail outlets by telephone;
  - (ii) in writing, presented in hard copy or electronic form; and  
through the Service Provider’s website by means of an online form;
- (b) save as specifically provided for by these regulations, is free of cost for the Consumer. In particular, a Service Provider must provide access to a telephone number through which Complaints can be made free of charge to the Consumer when using any local telephone network.

(2) All Complaints may be made by the Consumer: at any time before entering into a contract with the Service Provider; during the duration of his/her contract with the Service Provider; and for up to six (6) months after the end of his/her contract with the Service Provider.

8. (1) A Service Provider shall publicise the availability of this Complaint handling procedure to Consumers by providing information about it -

- (a) prominently on any Website through which the Service Provider does business i.e., by displaying it on the home page of any such Website or on a page that can be accessed by clicking on one link on the home page of the Website;
- (b) all retail outlets where its Services and Products are sold; and
- (c) in any other way that the Office shall direct from time to time.

(2) A Service Provider shall ensure that all its Sales Representatives are able to inform Consumers of -

- (a) the Consumer’s right to complain;
- (b) the ways in which a Complaint can be made;

- (c) the ways in which the Service Provider can be contacted in relation to Complaints and potential Complaints; and
  - (d) where the Consumer can obtain further information about the Complaints handling procedure.
- (3) The information provided under regulation 8(1) shall set out -
  - (a) the Consumer's right to complain;
  - (b) the ways in which a Complaint can be made;
  - (c) the ways in which the Service Provider can be contacted in relation to Complaints; and
  - (d) the information and documents the Consumer will need to provide to the Service Provider when making a Complaint.
- (4) The information provided under regulations 8(1) and 8(2) shall be -
  - (a) accurate;
  - (b) up to date;
  - (c) presented in a manner that is simple, clear and avoids the use of unnecessary legal or technical terms; and
  - (d) no later than twelve months after the effective date of these Regulations, where requested, provided in a range of media and formats, including formats that will be accessible to people with disabilities, including in Braille.
- 9. A Service Provider shall ensure that -
  - (a) all Consumers who make a Complaint are treated with fairness and courtesy;
  - (b) all Complaints are dealt with objectively and efficiently;
  - (c) all communication with Consumers for the purposes of this regulation is undertaken in clear and easy to understand language;
  - (d) all its Sales Representatives are aware of -
    - (i) the Service Provider's complaint handling procedure;
    - (ii) the Service Provider's obligations under this regulation;and

- (iii) the potential remedies available to resolve a Complaint;
- (e) Consumers are provided with a means of monitoring the progress of the resolution of any Complaint they have made;
- (f) the Service Provider is able to and does monitor the progress of the resolution of any Complaint it has received;
- (g) the Service Provider is able to and does monitor the progress of any actions it has indicated it will carry out as part of the Complaint handling procedure and/or the resolution of a Complaint;
- (h) Consumers are informed promptly of any delays to timeframes that have been proposed as part of the complaint handling procedure;
- (i) errors in a current Bill are corrected within two (2) Business Days and the changes shall be reflected in the next Bill;
- (j) any remedy offered as part of a resolution is tailored to the Complaint made and, in particular, addresses –
  - i. the root cause of the Complaint; and
  - ii. the personal circumstances of the Consumer, if he or she is deemed vulnerable or has a disability as defined in the Disabilities (Solomon Webster) Act, 2016, making the Complaint in so far as these are known to the Service Provider;
- (k) where a Complaint is indicative of a wider problem or issue, the Service Provider addresses the root cause of that problem or issue;
- (l) No Complaint is closed unless –
  - i. The Consumer and the Service Provider have agreed on a course of action, and the Service Provider has taken the course of action and resolved the Complaint to the satisfaction of the Consumer; or
  - ii. The Consumer has indicated that he/she no longer wishes to pursue the Complaint and has consented to the Complaint being closed;
- (m) it has a process in place whereby any decision taken by the Service Provider in relation to the handling and/or proposed resolution of a Complaint can be referred to a suitably qualified senior employee (for example, a senior manager) for further consideration; and

(n) where a Consumer informs the Service Provider that he/she is dissatisfied with any decision taken by the Service Provider in relation to the handling and/or proposed resolution of a Complaint, the Consumer is informed of the process under regulation 11.

10. Further to regulation 9(a), a Service Provider shall –

- (a) ensure that elderly people and people with disabilities are able to make and pursue a Complaint effectively and efficiently, in particular by –
  - i. allowing such Consumers to make and/or pursue a Complaint through an authorised representative; and
  - ii. ensuring the process of authorising a representative is quick and straightforward.
- (b) provide reasonable support to a Consumer who has specifically requested assistance in making and/or pursuing a Complaint.

11. A Service Provider shall -

- (a) immediately acknowledge any Verbal Complaint;
- (b) seek to resolve all Complaints through or during the first contact it has with the Consumer about the Complaint;
- (c) within twenty-four (24) hours of a Complaint being received, formally acknowledge the Complaint in writing, presented in a hard copy or electronic form. For the avoidance of doubt this provision also applies to Verbal Complaints, which shall have been already informally acknowledged pursuant to regulation 11(a) but not to Verbal Complaints which have been resolved to the Consumer's satisfaction during the first contact with the Consumer pursuant to regulation 11(b);
- (d) as soon as practicable after completing its investigation of a Complaint, and in any event within seven (7) days of receiving a Complaint, inform the Consumer who made the Complaint of the Service Provider's proposed resolution of that Complaint;
- (e) within fourteen (14) days of a Consumer indicating his/her acceptance of a resolution of his/her Complaint, which has been proposed by the Service Provider, complete all actions necessary to implement that resolution unless –
  - i. otherwise agreed with the Consumer; or

- ii. the actions to be completed by the Service Provider are contingent on an action to be completed by the Consumer, in which case the Service Provider must complete all actions to implement that resolution within twenty (20) days of the Consumer having completed his/her action; and
  - (f) within five (5) Business Days of a Complaint being closed, send a written confirmation of the resolution of the Complaint to the Consumer who made it. For the avoidance of doubt this provision only applies to Complaints which have been formally acknowledged in writing pursuant to regulation 11(c).
12. (1) Where a Service Provider has not agreed on a resolution of a Complaint with a Consumer following the process set out at regulation 11 above, the Service Provider shall –
- (a) inform the Consumer that he/she may refer the Complaint to the Office for further consideration, as outlined in the Office's Consumer Complaints Appeals Procedure Guidelines; and
  - (b) on that Consumer's request, provide the Office with the relevant details (including all related correspondence) of the Complaint and inform the Office that the Service Provider has not been able to resolve the Complaint to the satisfaction of the Consumer within the timeframe required by this regulation.
- (2) A Service Provider may conclude after careful consideration by an appropriately senior member of its staff (for example a senior manager) that –
- (a) a Complaint is frivolous or vexatious;
  - (b) it can do nothing more to assist the Consumer to resolve the Complaint; and/or
  - (c) the behaviour of the Consumer is such that it does not wish to interact with the Consumer any further.
13. Where a Service Provider has concluded that a complaint falls within any or all of the terms of regulation 12(2) -
- (a) it may –
    - i. refuse to continue to process the Complaint under its complaint handling procedure; or

- ii. refuse to accept any further Complaint from the same Consumer on the same or any similar issue other than in the course of an external dispute resolution process; and

(b) it shall inform the Consumer who made the Complaint, in writing, presented in hard copy or electronic form, -

- i. that it does not intend to continue to process his/her Complaint under its complaint handling procedure;
- ii. of its reasons for reaching such a conclusion; and
- iii. of the options the Consumer has for external dispute resolution, including the Consumer's ability to refer the Complaint to the Office (including the Office's contact details).

14. Where a Service Provider has made two (2) unsuccessful attempts, on separate Business Days, to contact a Consumer to discuss a Complaint or inform the Consumer of the Service Provider's proposed resolution of the Complaint, the Service Provider shall write to the Consumer at his/her last known postal address (or, if a postal address is not available, email address) –

- (a) providing details of the dates, times and methods of its unsuccessful attempts to contact him/her;
- (b) including an invitation to the Consumer to contact the Service Provider within a specific timeframe of not less than ten (10) Business Days; and
- (c) setting out details of how the Service Provider can be contacted within the timeframe specified in regulation 14(b).

15. Where, following the provision of a notice pursuant to regulation 14(a) Consumer has not contacted the Service Provider within the timeframe specified pursuant to regulation 14(b), the Service Provider may treat the Complaint to which that notice relates as closed.

16. (1) In respect of every Complaint it receives, a Service Provider shall keep a record of –

- (a) the identity of the Consumer making the Complaint;
- (b) the nature of the Complaint and the issues raised as part of the complaint;

- (c) the steps taken to address the Complaint and the results of any investigation into the Complaint;
  - (d) any resolution the Consumer requested in respect of the Complaint;
  - (e) the proposed resolution of the Complaint made by the Service Provider, including any associated commitment to do or refrain from doing any specified action, and the Service Provider's reasons for proposing that resolution;
  - (f) the Consumer's response to the Service Provider's proposed resolution, including any reasons the Consumer provided for this response;
  - (g) any action taken in consequence of the Complaint including any action taken to implement the proposed or agreed resolution to the Complaint;
  - (h) copies of all correspondence sent by or to the Consumer in respect of the Complaint;
  - (i) the date the Complaint was received;
  - (j) the date on which the following actions were due to be and were actually carried out –
    - i. acknowledgment of receipt of the Complaint;
    - ii. the provision of a proposed resolution by the Service Provider;
    - iii. the resolution (if any) of the Complaint; and
    - iv. the Complaint being closed.
- (2) Information collected and recorded by a Service Provider for the purposes of regulation 16 shall be –
- (a) only kept for an appropriate period of time from the date on which the Complaint was closed;
  - (b) stored and/or indexed in a manner that ensures that the Service Provider is able to identify individual Complaints and their subject matter, for example by providing each Complaint with a unique reference number; and,
  - (c) stored and/or indexed in a manner that ensures the Service Provider is able to manage, monitor, analyse, record and report on –
    - i. the handling and resolution of each Complaint, including, in particular, the progress made in resolving



the Complaint while it is being resolved and the implementation of any actions the Service Provider has offered to perform in respect of the Complaint and/or its resolution;

- ii. identifying any patterns or trends arising across more than one Complaint in any given twelve (12) month period, such data being so collected and recorded on an anonymised basis; and
- iii. compliance with the timeframes required by regulation 11.

(3) Insofar as the information collected and recorded for the purposes of regulation 16(1) contains Personal Data relating to a Consumer, a Service Provider shall ensure this is not disclosed except -

- (a) as provided for pursuant to any applicable legislation;
- (b) as required -
  - i. pursuant to any relevant data protection conditions of the Service Provider's licence with the Office, and the Act; or
  - ii. to allow the Service Provider and/or the Office to manage and/or resolve a Complaint; and
  - iii. with the express consent of the Consumer.

17. (1) Within fifteen (15) Days of the end of each Quarter a Service Provider shall submit a report to the Office that sets out in respect of the previous Quarter

- (a) the number of Complaints received;
- (b) the nature of each Complaint received; and
- (c) the current status of each Complaint received during the previous Quarter, i.e. whether the Complaint has been closed and if not whether a resolution has been proposed by the Service Provider and/or accepted by the Consumer.

(2) A Service Provider shall record complaints, as per sub-regulation (1), in English even where the Consumer's complaint was dealt with in another language.

(3) If an original written complaint was submitted in a foreign language, the Service Provider shall attach a copy of that original complaint to the record.

#### **PART 4 – CONTRACT TERMS**

18. (1) The terms and conditions of a contract entered into by a Service Provider with a Consumer shall be consistent with the provisions of these regulations and shall be –

- (a) clear;
- (b) unambiguous; and,
- (c) presented in a manner that is simple and avoids the use of unnecessary legal or technical terms.

(2) A contract entered into by a Service Provider with a Consumer shall include terms and conditions specifying –

- (a) the start date of the contract;
- (b) the length of the contract;
- (c) if applicable, the minimum duration for which the contract shall last;
- (d) details of each Product and Service to be provided under the contract, including the levels of service that will be achieved in relation to each Product and Service;
- (e) details of how each Product and Service to be provided under the contract shall be delivered, installed and/or activated, including the length of time it will take for each Product and Service to be ready for use by the Consumer;
- (f) if applicable, the circumstances in which the Consumer shall be entitled to compensation and/or a refund of sums he/she has paid to the Service Provider where the levels of service specified in the contract are not met, including the method of calculation of any such compensation and/or refund;

- (g) which, if any, of the terms and conditions of the contract the Service Provider may vary and the procedure by which any such variation shall be carried out;
- (h) the manner in which the Consumer shall be notified of any changes to the contract;
- (i) if applicable, any requirements concerning the manner in which notices in respect of the contract shall be served by either party on the other;
- (j) the methods by which the contract may be terminated by either party;
- (k) where a minimum contract duration is specified under regulation 18(2)(c), the circumstances in which the contract may be terminated before that minimum period has expired and the method by which any such termination shall be effected;
- (l) where the Service Provider may impose a charge for the termination of the contract prior to the expiry of any specified length and/or minimum duration of the contract -
  - i. the circumstances in which any such charges shall be payable; and
  - ii. the amount of any such charge and the method by which it is calculated;
- (m) the manner in which the contract may be renewed, including, if applicable, the circumstances in which the contract shall be renewed automatically;
- (n) the circumstances in which the Service Provider may suspend or disconnect the Services provided pursuant to the contract;
- (o) where the Service Provider may impose a charge for the disconnection or subsequent reconnection of the Services provided pursuant to the contract, details of –
  - i. the circumstances in which any such charge shall be payable; and
  - ii. the amount of any such charge and the method by which it is calculated;
- (p) any penalty that may be imposed on the Consumer under the contract, including the nature of any such penalty and the circumstances in which it may be imposed; where a Security Deposit is required by the contract, details of –

- i. the basis on and manner in which it shall be held by the Service Provider;
- ii. how and under what circumstances it shall be refunded to the Consumer; and
- iii. any penalties and/or charges that may be applied to it and the circumstances in which these may be applied; and,
- iv. the availability of the Complaint handling procedure under these Regulations, including the methods by which it may be initiated.

19. (1) A contract entered into by a Service Provider with a Consumer shall –
- (a) where the Consumer so elects, be for no more than twelve (12) months; and
  - (b) where the Service Provider is designated by the Office under the Utility Regulation and Competition Act (as revised), as having SMP in the provision of any Product or Service to be provided pursuant to the contract, be for no longer than twenty-four (24) months; and,
  - (c) not be automatically renewed by either party.

(2) Where a contract specifies a minimum duration for which it shall last, the Consumer may terminate the contract at any point after the expiry of that specified period by providing the Service Provider with a written notice, presented in hard copy or electronic form, 30 days before the required contract termination date. The Service Provider shall not impose a penalty or any other charge (save in respect of any Product or Service already provided to the Consumer pursuant to the contract) where the Consumer terminates the contract in such circumstances.

20. Where a Consumer has entered into a contract with a Service Provider for the purchase, lease or supply of any Service and/or Product, the Consumer may cancel the contract without a penalty or any other charge for up to five (5) Business Days from the date of the contract, unless the Service and/or Product has been consumed by the Consumer by that time. The Service Provider must provide a specific telephone number which the Consumer may call free of charge for this purpose.

21. (1) Where a Service Provider intends to make a modification, amendment or variation to a term of a contract with a Consumer that is likely to be of material detriment to the Consumer –

- (a) the Service Provider shall give the Consumer not less than one (1) month's notice, presented in hard copy or electronic form, of the proposed modification, amendment or variation;
- (b) the Service Provider shall, at the same time as it provides notice to the Consumer under regulation 21(1)(a), inform the Consumer -
- (c) that, if the proposed modification, amendment or variation is not acceptable to the Consumer, the Consumer is entitled to terminate the contract by serving the Service Provider with notice during the period specified in the Service Provider's notice; and
- (d) that no penalty or charge shall be imposed by the Service Provider in consequence of the Consumer terminating the contract, save as is provided for by regulation 20.
- (e) the Consumer may, having received a notice under regulation 21(1)(a), terminate the contract forthwith by providing the Service Provider with notice, presented in hard copy or electronic form, of his intention to do so at any point during the period provided for by the Service Provider's notice. The Service Provider shall not impose any penalty or charge on the Consumer for any such termination other than in respect of any Service already provided to the Consumer under the contract. For the avoidance of doubt, the Service Provider shall not impose any penalty or charge in respect of any Product purchased by the Consumer in connection with the Services provided under the contract where the contract is terminated in these circumstances;

(2) For the avoidance of doubt, a change in the price of any Product or Service provided by a Service Provider pursuant to a contract with a Consumer shall fall within the terms of regulation 21(1) where any such change would be to the material detriment of the Consumer, regardless of whether the proposed change has been approved or directed by the Office.

22. Where a Service Provider enters into a contract with a Consumer for more than one Product and/or Service that are packaged, tied or bundled, one or more of which is provided by or through a third party, the Service Provider shall be fully responsible for the effective performance of the entire package, tied offer or bundle, including in particular service support, warranties, maintenance, complaints handling, dispute resolution and other administrative requirements.

23. (1) A Service Provider may require a Consumer to provide a Security Deposit in respect of a Product and/or Service to be provided by the Service Provider pursuant to a contract with the Consumer where the outcome of a credit assessment conducted in relation to the Consumer and the Product and/or Service to be provided indicates the provision of a Security Deposit would be reasonable and appropriate in all the circumstances. Any such Security Deposit shall –

- (a) be reasonable in all the circumstances; and
- (b) not exceed the charges the Service Provider reasonably anticipates the Consumer will incur in respect of the Product and/or Service to be provided in any period of three (3) months.

(2) Where a Service Provider requires a Consumer to provide a Security Deposit pursuant to regulation 23(1), the Service Provider shall –

- a. prior to the collection of any such Security Deposit -
  - i. provide the Consumer with information about the terms under which the Security Deposit will be held, including in particular the circumstances in which it may accrue interest, be forfeited (in full or in part) or be repaid; and
  - ii. obtain the Consumer's agreement to the circumstances in which the Security Deposit shall be forfeited (in full or in part). Where agreement cannot be reached, the Service Provider may decline to enter into a contract with the Consumer or decline to supply a particular Product or Service to the Consumer; and

(3) Within ten (10) Business Days of receiving the Security Deposit, inform the Consumer in writing of the account to which the Security Deposit shall be applied; and

(4) repay to the Consumer the amount of the Security Deposit (or the balance then remaining) along with any interest accrued in relation to it within ten (10) Business Days of the Consumer –

- (a) satisfactorily completing the terms of the Security Deposit arrangement; or,
- (b) ceasing to receive from the Service Provider the Product or Service in respect of which the Security Deposit was required.

24. (1) An accepted copy of a signed contract, or where the contract was entered into other than by a physical signature, entered into by a Service Provider with a Consumer for the provision of Services shall be supplied or made available to the Consumer -

- (a) when the contract is entered into;
- (b) in print and/or electronic form, as opted for by the Consumer; and
- (c) on request by the Consumer, at any other point in time, subject to Regulation 3(8).

(2) Where a Consumer requests an additional copy of a contract entered into with a Service Provider pursuant to sub-regulation 24(1)(b) in print form, the Service Provider may require the Consumer to pay a fee before providing any such copy. Any such fee must be reasonable in all the circumstances.

25. No later than one month after the effective date of these Regulations, where a Consumer has entered into a contract in relation to a roaming plan, the Service Provider shall include provisions in regard to warning notifications when a Consumer has exhausted his/her roaming plan allotment limit. Under those provisions, the Service Provider shall send a warning notification via SMS messaging to the Consumer when he/she has exhausted his/her roaming plan allotment and will present the Consumer with the option to purchase additional services or suspend his/her service until his/her return to the jurisdiction.

25A. (1) Where a Service Provider finances a telecommunications device through monthly installment payments (an "Installment Agreement"), the Service Provider shall not deny access to personal data, emergency services, or device use with alternative providers.

(2) A Service Provider shall not remotely restrict, suspend, lock, or disable a device based on:

- (a) use of a non-Service Provider SIM card;
  - (b) payment default, unless the Consumer is more than 60 days in arrears after written notice;
  - (c) termination of a service contract before full payment;
  - (d) any alleged illegal activity (without court order, conviction or regulatory determination).
- (3) Before restricting a device, a Service Provider shall provide written notice with a 14 Business Day cure period, opportunity to dispute, and human review of the enforcement decision.
- (4) A Service Provider may restrict its own network services (calls, data, texts) only after notice and cure under regulation 25A(3).
- (5) Every Installment Agreement must include clear disclosure of:  
(a) when device restriction may occur; (b) which functions remain available (emergency, personal data, Wi-Fi); (c) notice and cure periods; (d) dispute rights; and (e) Service Provider acceptance of liability for data loss.
- (6) Complaints regarding improper device restriction are governed by Part 3. Where restriction was wrongful, the Service Provider shall restore functionality and provide compensation.
- (7) Non-compliance constitutes breach of licence. The Office may require contract modification, investigate complaints, order restitution, or impose fines.

## **PART 5 – BILLING**

26. (1) Before or at the same time that it issues the first Bill to a Consumer, a Service Provider shall advise the Consumer in general terms of –
- (a) the amount of time the Consumer has to pay for the provision of the Service Provider's Services and the Consumer's obligation to pay a Bill for these Services by the specified date;
  - (b) if applicable, the Service Provider's processes for –
    - i. Interim Billing;



- ii. changes in the Billing Period; and
- iii. following up overdue Bills;
- (c) the effect of partial payment of a Bill;
- (d) whether or not the Service Provider charges interest on late payments (such interest to be reasonable);
- (e) the method used by the Service Provider for allocating amounts received in the event of partial payment of a Bill; and,
- (f) the effect of non-payment and/or late payment of a Bill, including that this may lead to the Suspension and/or Disconnection of current and/or future Services.

27. Every Bill issued by or on behalf of a Service Provider shall include, at least

- (a) the Consumer's name and address;
- (b) the Service Provider's current business name and address;
- (c) a clear and specific form of identification for the Bill, for example a unique reference number;
- (d) the Bill's date of issue;
- (e) details of the period of time to which the Bill relates;
- (f) details of all credits, charges, interest and general payments due to or owed by the Consumer for the period to which the Bill relates, including a clear description of the items or Services to which any such credits, charges, interests or payments relate;
- (g) where requested, and free of charge, itemised details of each credit, charge, interest and payment due to or owed by the Consumer for the period to which the Bill relates;
- (h) details of any discounts applicable and/or applied to the sums contained in the Bill;
- (i) the net amount payable by the Consumer or repayable by the Service Provider;
- (j) the date by which any payment or repayment shall be made;
- (k) methods by which the Consumer can contact the Service Provider free of charge (including at least a telephone number and electronic mail address) to -
  - i. make enquiries and/or request clarification about the Bill or billing more generally; or

- ii. express dissatisfaction and/or make a Complaint about the Bill or billing more generally;
- (l) in respect of each of the methods of contact listed pursuant to regulation 28(k), details of -
  - i. its hours of operation; and
  - ii. any charges the Consumer may incur by its use.

28. Every Bill issued by or on behalf of a Service Provider shall –

- (a) be formatted in such a way that a Consumer can easily read and understand it;
- (b) be available in more than one medium, at least one of which, shall be the medium in which the Service Provider issues and provides Bills to its Consumers as a matter of course;
- (c) contain charges and information that is, in so far as is possible, up to-date and accurate. In order to secure compliance with this regulation, a Service Provider shall put in place appropriate systems and safeguards to ensure inaccuracies in Bills are minimised;
- (d) contain charges and information that are verifiable;
- (e) be produced and sent to the Consumer by the Service Provider within thirty (30) days of the last day of the Billing Period to which it relates unless -
  - i. the Service Provider has been made aware of and is in the process of dealing with a dispute over a charge, credit, interest or payment that is to be included in the Bill, in which case the Bill shall be issued as soon as is practicable after the resolution of any such dispute;
  - ii. a problem has occurred with the Service Provider's billing system, in which case the Bill shall be issued as soon as is practicable after the problem has been resolved or within such time period as the Office shall specify; and
  - iii. other circumstances beyond the reasonable control of the Service Provider that delays its production and/or dispatch to the Consumer.

29. (1) A Service Provider shall ensure the Consumer is able to obtain from the Service Provider –

- (a) information relevant to his/her current Bill or any item contained in it;
- (b) sufficient information for him/her to be able to verify the charges and information contained in his/her current Bill;
- (c) his/her Bill or any Billing information in a format he/she is able to store and reproduce;
- (d) upon request, a fully itemised Bill in the format of his/her choice that he or she is able to store and reproduce;
- (e) clear verbal and/or written advance notice in relation to any charges, which shall be reasonable in the circumstances, that may be associated with obtaining a physical copy of a fully itemised Bill;
- (f) confirmation of any payment he/she has made pursuant to a Bill, by at least -
  - i. including acknowledgement of any such payment on the next Bill issued by the Service Provider; and
  - ii. providing confirmation of any such payment over the telephone (the Service Provider shall provide a specific telephone number which is free of charge from any local network that can be used for obtaining such confirmation);
- (g) where the Service Provider has agreed with the Consumer that itemised details of all credit, charges, interests and payment due from or owed to the Consumer in any given Billing Period shall not be provided on each Bill, details of the notice period the Consumer will need to give the Service Provider to receive Bills containing such itemisation;
- (h) details of the methods by which the Consumer can make a payment in respect of a Bill, at least one of which must be free of any processing or administrative charge;
- (i) details of the terms and conditions associated with each available method by which the Consumer can make a payment in respect of a Bill;

- (j) details of the Service Provider's payment and debt collection processes.

(2) Unless otherwise specified by this regulation or requested by a Consumer, a Service Provider may satisfy a requirement under this regulation 30 to make available and/or provide information by providing it in a Bill.

(3) A Service Provider shall ensure that any information it makes available and/or provides pursuant to this regulation is –

- (a) accurate;
- (b) up to date;
- (c) presented in a manner that is simple, clear and avoids the use of unnecessary legal or technical terms; and
- (d) made available and/or provided in a timely manner.

30. Save as expressly provided for by regulation 31, a Service Provider shall not charge a Consumer for issuing a Bill or for providing information relating to a Bill or billing more generally, which the Service Provider is required to make available and/or provide under this regulation. In particular –

- (a) where a Service Provider makes available and/or provides any such information via telephone, it shall provide access to the relevant telephone number free of charge from any local telephone network; or
- (b) where a Service Provider makes available and/or provides any such information in an electronic form, it must offer at least one method of accessing that information that does not involve the Consumer incurring a charge.

31. Where a Consumer requests information that the Service Provider is not required to provide under regulation 27, a Service Provider may impose such charge as would be reasonable in all the circumstances. Before any such charge is incurred and/or imposed, a Service Provider shall –

- (a) inform the Consumer of any applicable charge; and
- (b) obtain the Consumer's consent to any charge being incurred and/or imposed.

32. Where a Consumer refuses to consent to any charge referred to in regulation 31(a) being incurred and/or imposed, a Service Provider may refuse to provide the information requested.

33. Where a Consumer requests a Bill in an alternative and/or additional medium to the medium in which the Service Provider issues and provides Bills to its Consumers as a matter of course and/or has previously been issuing and providing Bills to that Consumer, the Service Provider may impose a charge for the provision of a Bill in the medium requested. Prior to imposing any such charge, a Service Provider shall inform the Consumer of –

- (a) the amount of the charge to be imposed; and
- (b) the method by which the amount of the charge to be imposed has been calculated

34. Where provided for in these regulations, where a Service Provider intends to change –

- (a) its Billing Medium, it shall provide its Consumers with written notice of the proposed change and any options available to a Consumer in relation to that change, no less than thirty (30) days before it intends to implement the change and, as a minimum, via the same method it provides a Bill for that service; and
- (b) its Billing Period, it shall provide its Consumers with written notice of the proposed change and any options available to a Consumer in relation to that change, no less than two (2) current Billing Periods before it intends to implement the change and, as a minimum, via the same method it provides a Bill for that service.

35. A Service Provider shall not include a charge or payment due in a Bill after three (3) months from the end of the Billing Period in which the relevant Product or Service giving rise to the charge or payment due was provided to the Consumer.

36. Any fee charged by a Service Provider in consequence of late and/or non-payment of a Bill by a Consumer, whether for reconnection or otherwise, shall –

- (a) be reasonable in all the circumstances;

- (b) be proportionate to the cost, if any, incurred by the Service Provider as result of the late and/or non-payment; and
- (c) not represent or cause an inordinate burden to the Consumer.

37. (1) A Service Provider shall provide a Consumer with a reasonable period of time, of no less than the shortest of one half the length of the Service Provider's Billing Period or twenty-one (21) days, in which to pay a Bill without any late payment penalty being applicable.

(2) A Service Provider shall not take any measures to effect payment from a Consumer who has not paid all or part of a Bill in respect of a Service provided by the Service Provider the result of which is disproportionate and/or unduly discriminatory.

(3) Where a Service Provider has not received payment of an outstanding and undisputed balance on a Consumer's account within thirty (30) days of the payment falling due, the Service Provider -

- (a) shall provide the Consumer with a first notification, presented in hard copy or electronic form, that the payment is overdue; and
- (b) may Restrict the Consumer's access to its Services.

(4) Where a Service Provider has not received payment of an outstanding and undisputed balance on a Consumer's account within forty-five (45) days of the payment falling due, the Service Provider -

- (a) shall provide the Consumer with a second notification, presented in hard copy or electronic form, that the payment is overdue; and
- (b) may Suspend the Consumer's Services. Prior to any such Suspension the Service Provider shall, no less than five (5) Business Days before the proposed Suspension is intended to take effect, provide the Consumer with a notice, presented in hard copy or electronic form, that clearly sets out –
  - i. the amount owed;
  - ii. the total amount that has to be paid to avoid Suspension of the Services;
  - iii. the date by which payment has to be received to avoid Suspension of the Services;
  - iv. the methods by which payment can be made;

- v. the date on which Suspension will take effect in the absence of payment; and
- vi. details of any on-going and/or additional charges that will apply while the Services are Suspended.

(5) Where a Service Provider has not received payment of an outstanding and undisputed balance on a Consumer's account within sixty (60) days of the payment falling due, and any Security Deposit paid by the Consumer has been exhausted, the Service Provider may Disconnect the Consumer's Services. Prior to any such Disconnection, the Service Provider shall, no less than five (5) Business Days before the proposed Disconnection is intended to take effect, provide the Consumer with a notice, presented in hard copy or electronic form, that clearly sets out –

- (a) the amount owed;
- (b) the total amount that has to be paid to avoid Disconnection of the Services;
- (c) the date by which payment has to be received to avoid Disconnection of the Services;
- (d) the methods by which payment can be made;
- (e) the date on which Disconnection will take effect in the absence of payment;
- (f) that, if the Services are Disconnected, the Consumer's current service plan, Product and/or telephone number may not be available if he subsequently seeks to Reconnect the Services that have been Disconnected;
- (g) that a reconnection fee may be payable if the Services are Disconnected and the Consumer subsequently seeks to Reconnect them;
- (h) that the debt may be passed to a collection agency;
- (i) how much any new deposit would be; and
- (j) that legal action may be taken to recover the unpaid debt.

(6) A Service Provider shall, on the request of a Consumer, conduct a review of a decision to Restrict, Suspend or Disconnect the Services it provides to the Consumer and inform the Consumer -

- (a) that the review will be started within two (2) Business Days of the date of the request;

- (b) that the review will be completed within five (5) Business Days of the start of the review;
- (c) of the outcome of the review; and
- (d) where the Consumer remains dissatisfied following the completion of the review, of his ability to make a Complaint and the way in which any such Complaint can be made.

38. A Service Provider shall not impose a reconnection fee on a Consumer where the Services provided to the Consumer have been Restricted, Suspended or Disconnected as the result of a mistake on the part of the Service Provider. For the avoidance of doubt this includes a mistake regarding whether the Consumer has paid a Bill or part of a Bill within the provided time period.

39. A Service Provider shall ensure its Credit Management processes are fair to Consumers. In particular, a Service Provider shall –

- (a) not take Credit Management Action in respect of a sum that is the subject of an unresolved Complaint (i.e., one that is still being investigated by the Service Provider, the Office or another recognised third party and/or one in respect of which the Consumer has not agreed to a proposed resolution), until the Complaint has been resolved;
- (b) ensure no debt sold and/or assigned to a third party includes a sum that is the subject of an unresolved Complaint (i.e., one that is still being investigated by the Service Provider, the Office or another recognised third party and/or one in respect of which the Consumer has not agreed to a proposed resolution);
- (c) inform a Consumer when it is intending to commence any Credit Management action in respect of a sum which has previously been disputed by the Consumer and/or been the subject of a Complaint, such dispute and/or Complaint having been resolved;
- (d) where part of an amount of a Bill is the subject of an unresolved Complaint, inform the Consumer that Credit Management Action may be taken in relation to those amounts that are not the subject of that Complaint;
- (e) resolve a Complaint about a Bill, part of a Bill or Service provided by the Service Provider, made by a Consumer after a



debt in respect of that Consumer has been sold and/or assigned to a third party; and

- (f) may impose a charge on a Consumer for Credit Management Action taken in respect of him/her. Any such charge shall not exceed the costs incurred by the Service Provider in taking the Credit Management Action and shall not be imposed unless and until five (5) Business Days after the Service Provider has informed the Consumer of the amount of any such charge and the method by which it has been calculated.

## **PART 6 – SERVICE PROVISION AND FAULT REPAIR**

40. A Service Provider shall provide Services to a Consumer within the timeframe agreed with the Consumer unless the provision of such Services is delayed by a lack of infrastructure in the relevant service area, in which case-

- (a) the Service Provider shall estimate and inform the Consumer of the timeframe in which the Services shall be provided; and
- (b) the Consumer may refer the matter to the Office, which may on receipt of the Consumer's request direct the Service Provider to take a particular course of action and/or ensure the Services are provided by a specified date.

41. (1) In respect of Post-paid Services to be provided to new Consumers, the timeframe for the delayed provision of the Services to that Consumer shall be limited to five (5) Business Days from completion of a credit check or, in the case of a Consumer who has been identified as not creditworthy, from the completion of a credit check and the implementation of appropriate safeguards. For the avoidance of doubt, the Service Provider shall not be responsible for delays in respect of the provision of Post-paid Services caused by non-receipt of credit history information from the Consumer –

- (a) a Force Majeure; or

- (b) the failure of the Consumer to perform any act or obligation that he is required to perform prior to the Service Provider providing the Services.
  - (2) Where a Service Provider is unable to provide a Service to a Consumer within the timeframe required by sub-regulation 42(1), it shall inform the Consumer of the delay and keep the Consumer informed of the progress being made in arranging for the provision of the Service.
42. (1) A Service Provider shall ensure a Consumer is able to report faults with, and interruptions to, a Service being provided to the Consumer by the Service Provider twenty-four (24) hours a day, seven (7) days a week free of charge from any local telephone network.
- (2) A Service Provider shall repair any fault with a Service it provides in accordance with the relevant fault repair standards as may be notified to the Service Provider by the Office from time to time.
43. A Service Provider shall comply with Outage Reporting Rules as established by the Office.

## **PART 7 – SERVICE QUALITY AND PERFORMANCE STANDARDS**

### **Broadband Speed Delivery Standards**

44. (1) A Service Provider shall deliver broadband Internet Service at speeds that achieve at least eighty (80) per cent of the advertised download and upload speeds, measured as a monthly average across all measured consumer locations, achieved at least eighty (80) per cent of the time.
- (3) The measurement methodology shall be in accordance with International Telecommunication Union ITU-T Y.2617 or such other standard as may be notified by the Office from time to time.

### **Network Availability Standards**

45. (1) A Service Provider shall maintain network availability of at least ninety-nine point five (99.5) per cent monthly uptime for all ICT services provided to Consumers, calculated on a calendar month basis.

- (2) 99.5% uptime means a maximum of approximately 3.6 hours of unplanned downtime per month or 43.2 hours per annum.
- (3) For mobile Internet Service, a Service Provider shall ensure –
  - (a) minimum download speeds of fifty (50) Megabits per second in all licensed areas;
  - (b) call setup success rates of at least ninety-five (95) per cent;
  - (c) drop call rates not exceeding two (2) per cent during normal network conditions.

### **Quality of Service Parameters**

- 46. (1) A Service Provider shall maintain the following technical parameters under normal network conditions-
  - (a) Latency (round-trip time) shall not exceed-
    - i. 100 milliseconds for fixed Internet Service
    - ii. 150 milliseconds for mobile Internet Service
  - (b) Jitter (delay variation) shall not exceed-
    - i. 50 milliseconds for fixed Internet Service
    - ii. 100 milliseconds for mobile Internet Service
  - (c) Packet Loss shall not exceed 1% for Internet Service
  - (d) Connection Establishment Time shall not exceed-
    - i. 5 Business Days for standard installation requests
    - ii. 2 Business Days for priority installation requests
- (2) A Service Provider shall provide the Consumer with a specific installation window and shall notify the Consumer in advance of any delays exceeding five (5) Business Days for standard installations or two (2) Business Days for priority installations.

### **Measurement, Testing and Reporting**

- 47. (1) A Service Provider shall measure service performance using-
  - (a) internationally recognized standards (ITU-T- International Telecommunication Union - Telecommunication Standardization Sector, ETSI-European Telecommunications Standards Institute or FCC- Federal Communications Commission) methodologies;

- (b) multiple test locations and times to provide representative samples;
  - (c) where required by the Office, independent third-party verification.
- (2) For Internet Service speed testing –
  - (a) tests shall measure both download and upload speeds from customer premises;
  - (b) each test shall run for ten (10) to fifteen (15) seconds to measure achievable throughput;
  - (c) at least eighty (80) per cent of tests in a measurement period must meet advertised speeds.
- (3) A Service Provider shall conduct performance measurements-
  - (a) monthly for service availability and uptime;
  - (b) quarterly for speed, latency, jitter, and packet loss parameters;
  - (c) during residential peak usage hours (4 PM to 11 PM).
  - (d) during business peak usage hours (9 AM to 4 PM) and (6 PM to 10 PM).
- (4) A Service Provider shall publish quarterly performance reports on its website containing -
  - (a) advertised speeds versus actual speeds achieved, by service plan;
  - (b) network availability/uptime percentage;
  - (c) average latency, jitter, and packet loss;
  - (d) number and type of outages (planned versus unplanned);
  - (e) customer complaints related to service performance;
- (5) Reports shall be published within thirty (30) days of the end of each Quarter in downloadable format (PDF, CSV) and in clear, simple language enabling easy comparison between service providers.
- (6) The Office may maintain a public comparison tool displaying all Service Providers' quality metrics side-by-side for consumer reference.

**Automatic Service Credits**

48. (1) Where a Service Provider fails to meet the minimum performance standards set out in this Part, the Service Provider shall automatically apply monthly service credits to the Consumer's account as follows-

<b>Performance Failure</b>	<b>Monthly Service Credit</b>
Speed delivery below 80% of advertised for more than 2 days in a month	5% of monthly service charge
Availability below 99.5% uptime	10% of monthly service charge
Latency exceeding maximum for more than 4 cumulative hours per month	5% of monthly service charge
Connection establishment exceeding 5 Business Days (without Consumer delay)	20% of connection fee
Service outage exceeding 24 consecutive hours	25% of monthly service charge
Multiple failures (2 or more in same month)	Up to 50% of monthly service charge

(2) Service credits shall be-

- (a) automatic and require no consumer complaint or claim;
- (b) reflected on the Consumer's next Bill;
- (c) applied within thirty (30) days of the month in which the failure occurred.

(3) Consumers may not waive their right to automatic service credits.

#### **Right to Terminate for Performance Failures**

49. (1) Where a Service Provider fails to meet the minimum performance standards for sixty (60) consecutive days, the Consumer may-

- (a) terminate their service contract without penalty or early termination fees;
- (b) receive a pro-rata refund of any prepaid service fees.

(2) A Consumer exercising rights under this regulation shall notify the Service Provider in writing of the performance failure and provide the Service Provider with seven (7) days to cure the failure before termination becomes effective.

**Pre-Contract Disclosure of Service Limitations**

50. (1) Before contract formation, a Service Provider shall disclose to Consumers-

- (a) any known network congestion affecting peak-hour speeds;
- (b) any geographic or weather-related limitations on service quality;
- (c) any technical reasons why advertised speeds may not be achievable (e.g., distance from hub, copper versus fibre infrastructure).

(2) Where a Service Provider imposes reasonable fair usage Policies on unlimited data plans, the Provider shall in any agreement, terms and conditions, service offering advertisements or promotions, specify-

- (a) the threshold at which excessive usage may trigger temporary speed reduction;
- (b) how temporary speed reduction operates and its duration;

(3) A Service Provider shall provide clear notice to Consumers when approaching fair usage thresholds.

(4) Fair usage policies shall not be used as disguised data caps and must be applied fairly to all customers.

**Exemptions from Performance Standards**

51. The performance standards in this Part shall not apply during-

- (a) Force Majeure Events- natural disasters, war, terrorism, civil unrest, government actions, or major infrastructure failures outside of the reasonable control of the Service Provider.
- (b) Planned Maintenance- in accordance with established outage Reporting Rules.

- (c) Customer-Caused Issues- consumer equipment malfunction, misconfiguration, non-approved equipment use, exceeding Fair Usage Policy thresholds, or hacking attempts.
- (d) Third-Party Issues- external internet routing issues outside the Service Provider's reasonable control, provided the Service Provider discloses these to Consumers and takes reasonable steps to mitigate impact.

#### **Complaint Resolution for Performance Issues**

52. (1) Where a Consumer reports service performance issues (speed, availability, quality), the Service Provider shall-
- (a) acknowledge the complaint within twenty-four (24) hours;
  - (b) test the service to verify the performance failure within forty-eight (48) hours;
  - (c) investigate the root cause within five (5) Business Days;
  - (d) provide proposed remedies within seven (7) days, which may include repairs, automatic service credits, equipment upgrade, plan downgrade, or contract termination without penalty.
- (2) Service performance complaints are governed by the procedures set out in Part 3 (Complaints Handling).

#### **Office Monitoring and Verification**

53. (1) The Office-
- (a) may conduct independent speed and performance tests on Service Provider networks;
  - (b) may require Service Providers to participate in regular third-party testing;
  - (c) may audit Service Providers' internal quality measurement methodologies;
  - (d) shall issue a notice of findings if Service Providers fail to meet published standards and may take reasonable compliance and enforcement action.
- (2) Service Providers shall submit to the Office-

- (a) quarterly network monitoring statistics in comma-separated values (CSV) format, including all key performance indicators specified by the Office from time to time, disaggregated by technology type and service area;
- (b) digital dashboards displaying performance metrics for each technology; and
- (c) a written attestation signed by the Chief Executive Officer, Chief Technology Officer (or equivalents to either) of the Service Provider certifying that the submitted data is accurate, complete, and collected in accordance with the measurement methodologies specified in this Part.
- (d) annual compliance certification detailing extent of adherence to all performance standards.

(3) The Office may conduct independent measurements and testing of Service Provider networks and may collect crowdsourced data from consumers and other sources.

(4) Where the Office identifies a discrepancy of 5% per cent or more between performance data submitted by a Service Provider and data obtained by the Office through independent measurement, the Office may initiate an audit of the Service Provider's measurement systems, data collection processes, and quality of service performance.

(4) Where an audit under sub-regulation (4) reveals that a Service Provider failed to implement appropriate measurement methodologies, submitted inaccurate or incomplete data, or failed to maintain adequate systems and controls to ensure data accuracy, the Service Provider shall bear the costs of the audit.

## **PART 8 – RESTITUTION**

54. (1) The Office may order restitution where customers have suffered loss, overpayment, or harm resulting from Service Outages, the conduct of a telecommunications service provider in breach of its licence, applicable laws, rules, directives, standards or other obligation.



(2) Restitution may be ordered by the Office in cases including but not limited to:

- (a) unjust enrichment by a licensee through overcharging or deceptive billing. This includes applying any charge to a Consumer that first requires approval from the Office, without first obtaining the necessary written approval;
- (b) Prolonged or Repeated service outages or degradation without appropriate redress;
- (c) failure to meet minimum service levels as defined in these Regulations, licence conditions or any other regulation policy or instrument issued by the office ;
- (d) denial of access to lawful services or discriminatory service provision;
- (e) breach of licence terms resulting in undue customer hardship;
- (f) contravention of consumer protection provisions established by the Office;
- (g) systemic billing or service errors affecting one or more classes of customers;
- (h) retention of payments for services not rendered or cancelled contrary to law or licence;
- (i) any other conduct deemed by the Office to have caused material customer loss or unfair gain by the licensee.

(3) The Office may, on its own initiative or upon receiving a complaint, investigate a licensee's conduct.

(4) Where a breach is confirmed, the Office may:

- (a) require the licensee to refund, credit, or otherwise compensate affected customers;
- (b) require the licensee to return any unjustly retained profits to customers or a public restitution fund;
- (c) direct non-monetary restitution, including public apology, service credits, or rectification of harm;
- (d) impose conditions or timelines for restitution compliance;
- (e) publish a notice of contravention and restitution decision.

- (5) The Office shall provide the licensee with notice of the proposed finding and an opportunity to respond within a prescribed period, being no less than fourteen (14) days.
- (6) After considering any submissions, the Office shall issue a final decision in the form of a restitution order outlining the breach, basis for restitution, and specific remedies.
- (7) The determination shall be binding unless set aside by judicial proceeding
- (8) Where the breach affects a category or class of customers, the Office may:
  - (a) require the licensee to identify and compensate affected customers;
  - (b) appoint a third-party administrator to manage the restitution process;
  - (c) mandate ongoing audits or reporting until full compliance is achieved.
  - (d) take any other action it considers necessary
- (9) Failure to comply with a restitution order shall constitute a further breach of the licence.
- (10) These Regulations shall not preclude a customer's right to seek redress through other legal means, nor limit the Office's broader enforcement powers.
- (11) Restitution orders of general public interest may be published on the Office's website, subject to redaction of confidential information.

55. Without limiting the foregoing, where a service outage persists for a continuous period exceeding twenty-four (24) hours and is not caused by force majeure or Consumer fault, the Service Provider shall, at a minimum, apply an automatic service credit to the affected customer's account in an amount pro rata to the duration and value of the lost service. The Office may issue directives setting out the calculation method, credit application process, or exemptions where appropriate.

56. The Office, in addition to ordering restitution, may utilise its administrative fining powers under section 91 of the Utility Regulation and Competition Act if a Service Provider has failed to comply with or contravened one or more terms, conditions, specifications or requirements of these Regulations.

Made by the Utility Regulation and Competition Office on the [...] day of [...],  
202X

[XXXXXXXXXXXX]

Chief Executive Officer