

# ICT 2017 - 4 - Consultation Proposed Consumer Protection Regulations

---



Launch Date: 24 November 2017

Closing Date for comments: 31 January 2018

---

## Contents

A.	Introduction .....	2
B.	Legal Framework .....	2
C.	Draft Consumer Protection Regulations Objectives .....	4
D.	Consultation Questions.....	6
E.	How to Respond to This Consultation .....	7

---

## A. Introduction

1. The Utility Regulation and Competition Office (the ‘**Office**’) is the independent regulator for the electricity, information and communications technology (**ICT**), water, wastewater and fuels sectors in the Cayman Islands. The Office also regulates the use of electromagnetic spectrum and manages the .ky Internet domain.
2. Different decisions by the Office will affect persons and organisations throughout the country in different ways. It is therefore important that the Office makes regulatory decisions with the appropriate input from persons with sufficient interest or who are likely to be affected by the outcome of such decisions. Consultation is an essential aspect of regulatory accountability and transparency and provides the formal mechanism for these persons to express their views in this manner. The requirement for the Office to consult is mandated in its enabling legislation.
3. Under its enabling and foundational legislation, the Office has several principal functions. One of these principal functions is to protect the short and long term interests of consumers in relation to utility services. The Office may do so by making administrative determinations, decisions, orders and regulations.
4. The purpose of this consultation paper is to seek the views of operators, the general public, and other interested parties, regarding the draft Consumer Protection Regulations in relation to the ICT sector (***‘the draft Regulations’***).

## B. Legal Framework

5. The Office is guided by its statutory remit in developing the draft Regulations, notably the provisions which follow.
6. **Section 6(1)(c)** of the *Utility Regulation and Competition Office Law 2016* (***‘URC Law’***) outlines that one of the principal functions of the Office, in the markets and sectors for which it has responsibility, is “*to protect the short and long term interests of consumers in relation to utility services...*”. **Section 9(4)** of the *Information and Communications Technology Law (2017 Revision)* (***‘the ICT Law’***) states that the Office “*may regulate the rate, prices, terms and conditions of any ICT service or ICT network that is required to be licensed where the Office is of the opinion that it is in the interests of the public to do so.*”

7. **Section 72** of the ICT Law states in part:

*72. (1) ICT service providers and ICT network providers shall use best endeavours to ensure that their ICT services and ICT networks are –*

- (a) reliable;*  
*[...]*
- (b) provided with due care and skill; and*
- (c) rendered in accordance with the standards reasonably expected of a competent provider of those ICT services and ICT networks.*

*(3) The Office may prescribe quality standards for the provision of ICT services and ICT networks in relation to all ICT service providers and ICT network providers.*

8. **Section 97(3)** of the ICT Law states in part:

- (3) The Office may -*  
*[...]*
- (b) may make regulations relating to –*  
*[...]*
  - (iii) quality standards; and*
  - (iv) such other measures as the Office considers necessary for the carrying out of its duties under this Law.*

9. **Section 6(2)(d)** states that the Office, in performing its functions and exercising its powers under the URC Law or any other Law, may “*make administrative determinations, decisions, orders and regulations*”.

10. **Section 7(1)** of the URC Law requires the Office, before issuing an administrative determination which in the reasonable opinion of the Office is of public significance, “*... to allow persons with sufficient interest or who are likely to be affected a reasonable opportunity to comment on the draft administrative determination.*”

11. It is the position of the Office that it retains the right to propose amendments to the Regulations when appropriate but not so frequent so as to render the consumer protection framework arbitrary, but in any event only after consultation.

---

## C. Draft Consumer Protection Regulations Objectives

12. The Office considers that it is in the interests of the public to regulate the terms and conditions under which ICT services are provided by prescribing quality standards. This will ensure those ICT services are provided in accordance with the standards reasonably expected of competent providers of ICT services.
13. The draft Regulations are attached to this consultation document, and are summarised in the paragraphs below. The Office strongly encourages respondents to read the draft Regulations prior to submitting comments, or to answering the consultation questions in the next section, as this summary is not intended to be exhaustive.
14. The attached draft Regulations are divided into five main sections, excluding the Preliminary section, and consist of fifty-three (53) Regulations which address:
  - the requirements on Service Providers in relation to the provision of information;
  - the requirements on how to address complaints;
  - contract terms;
  - billing; and,
  - service provision and fault repair
15. The main objective of the draft Regulations is to outline the protocols and rules which Service Providers should adhere to when interacting with and serving consumers in the Cayman Islands in relation to their ICT Services.
16. A Service Provider means “a *Licensee who provides an ICT service*” with the exception of Types 2, 11, 11a, 12, 13, 100 and 200 services (as defined in the Section 23(2) Regulatory Notice). A Consumer is defined as “a *person who enquires about, requests, receives, acquires, users or subscribers to Service or Product from a Service Provider for the primary purpose of his personal or domestic use*”.
17. The information that is also required to be conveyed by the Service Provider to the Consumer, before the Consumer enters into a contract with the Service Provider, is also addressed in Part 1. This information includes, but is not limited to, a complete description of the service and/or product to be provided under the contract; details of any termination fees payable by the Consumer; details of the dispute resolutions procedures

- and methods; details regarding any other service and/or product that is required in order to effectively utilise the service and/or product which is the subject of the contract; as well as details of any applicable quality standards that will apply to the service and/or product to be provided under the contract.
18. Part 2 of the draft Regulations outlines the requirements in regard to the provision of information by a Service Provider to a Consumer. In addition, the requirements regarding accurate, up to date and clear advertising of information provided to consumers as well as the forms in which Consumers should be able to receive the information, e.g. electronic, are also outlined.
  19. Part 3 of the draft Regulations, which addresses complaints; including the requirement for Service Providers to implement a complaints handling procedure that makes provision for complaints to be made to the Service providers by various methods and free of cost to the Consumer when using any local telephone network, save as specifically provided for by the Regulations. Part 3 also outlines how Service Providers should handle verbal complaints, as well as the requirement to keep a record of complaints and to report certain statistics regarding complaints to the Office at the end of each quarter.
  20. The requirements regarding terms and conditions of a contract entered into by a Service Provider with a Consumer, any amendments to those terms and conditions and contracts in relation to roaming plans are outlined in Part 4 of the draft Regulations.
  21. Part 5 of the draft Regulations addresses billing; including, but not limited to, contents of bills, methods by which the Consumer can make enquires about bills, as well as the production and availability of fully itemised bills. Part 5 also outlines the available remedies that the Service Provider may utilise in response to the non-payment of an outstanding and undisputed balance on a Consumer's account.
  22. Provision of services and fault repairs are addressed in Part 6, which is the last main part of the draft Regulations. Part 6 outlines the Service Provider's requirements in relation to the provision of services within agreed timeframes, the Consumer's ability to report faults at all times, and provision of notices of any planned or anticipated disruptions and/or outages to Consumers.

---

## D. Consultation Questions

23. Based on the above, the Office invites all interested parties to submit their comments, with supporting evidence, on the following question:

**Question 1: What are your views on Part 2 of the draft Regulations? Will the proposed regulations, in your view, ensure consumers have adequate information to make informed decisions when selecting ICT services and ICT service providers? If not, please explain in detail the changes required to achieve this objective.**

**Question 2: What are your views regarding the means by which the Service Providers will be obligated to ensure the provision of information under clause 3 of the proposed draft regulations?**

**Question 3: What are your views on Part 3 of the draft Regulations? Will the proposed regulations, in your view, enable ICT service providers to address and resolve consumer complaints efficiently and expeditiously? If not, please explain in detail the changes required to achieve this objective.**

**Question 4: What are your views on the proposed time periods in relation to when consumers can file a complaint, as outlined in clause 8?**

**Question 5: What are your views on Part 4 of the draft Regulations? Will the proposed regulations, in your view, ensure consumers and ICT service providers will benefit from clear, simple and fair terms and conditions for the provision of service? If not, please explain in detail the changes required to achieve this objective.**

**Question 6: Please provide your thoughts regarding the mandatory terms and conditions, that should be included in every contract, as outlined in clause 23(2).**

**Question 7: What are your views on Part 5 of the draft Regulations? Will the proposed regulations, in your view, ensure consumers and ICT service providers will benefit from clear, accurate, timely and easy-to-understand invoices, will reduce the frequency of erroneous bills, or reduce the number of consumer complaints regarding billing issues? ? If not, please explain in detail the changes required to achieve this objective.**

**Question 8: What are your views on Part 6 of the draft Regulations? Will the proposed regulations, in your view, ensure ICT service**

providers resolve network faults in an efficient and timely manner? If not, please explain in detail the changes required to achieve this objective.

**Question 9: Please provide your views on whether these draft Regulations should apply to all consumers, only to consumers who are not businesses, or to individual consumers and small businesses. Please explain in detail your position.**

**Question 10: Please provide your views on any other matters you consider relevant to this Consultation.**

## E. How to Respond to This Consultation

24. This consultation is conducted in accordance with the Consultation Procedure Guidelines determined by the Office and found on the Office's website [here:](http://www.ofreg.ky/upimages/commonfiles/1507893545OF20171DeterminationandConsultationProcedureGuidelines.pdf)  
<http://www.ofreg.ky/upimages/commonfiles/1507893545OF20171DeterminationandConsultationProcedureGuidelines.pdf>
25. The Office considers that because the draft Regulations are published as part of this consultation, this consultation will be conducted as a single-phase consultation over a period of **thirty (30) days**. Where, upon review of the responses to the consultation, it becomes clear that a second phase of consultation is required, a further notice will be issued accordingly. As noted above, **section 7(1)** of the URC Law states that prior to issuing an administrative determination of public significance, the Office shall “*issue the proposed determination in the form of a draft administrative determination.*” The Office considers the attached draft Regulations to be a “*draft administrative determination*” for the purposes of **section 7(1)**.
26. All submissions on this consultation should be made in writing, and must be received by the Office by **5 p.m. on 31 January 2018** at the latest.
27. The Office will post any comments received within the stated deadline on its website by **5 p.m. on 7 February 2018**.
28. Submissions may be filed as follows:

By e-mail to:  
[consultations@ofreg.ky](mailto:consultations@ofreg.ky)



---

Or by post to:  
Utility Regulation and Competition Office  
P.O. Box 2502  
Grand Cayman KY1- 1104  
CAYMAN ISLANDS

Or by courier to:  
Utility Regulation and Competition Office  
3<sup>rd</sup> Floor, Alissta Towers  
85 North Sound Rd.  
Grand Cayman  
CAYMAN ISLANDS

29. The Office expects to publish a determination regarding the draft Regulations by the end of the first quarter 2018.

CAYMAN ISLANDS



Supplement No.[...] published with Gazette No [...] dated [...].

**THE INFORMATION AND COMMUNICATIONS TECHNOLOGY LAW,  
(2017 REVISION)**

**THE INFORMATION AND COMMUNICATIONS TECHNOLOGY  
(CONSUMER PROTECTION) REGULATIONS, 2017**

## **ARRANGEMENT OF REGULATIONS**

### **PART 1 – PRELIMINARY**

1. Citation.
2. Definitions.

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

3. Provision of information.
4. Mandatory Information.
5. Information about Packages or Bundles.
6. Record of Personal Data.

### **PART 3 – COMPLAINTS**

7. Complaints Handling Procedure.
8. Availability of Complaints Handling Procedure.
9. Information about Complaints Handling Procedure.
10. Staff knowledge of Complaints Handling Procedure.
11. Obligations of the Service Provider.
12. Acknowledgement and Processing of Complaints.
13. Disagreement over Resolution.
14. Refusal/Discontinuation of Complaint Processing.
15. Unsuccessful Attempts to contact Consumer.
16. Records of Complaints.
17. Reporting Requirements to the Office.

**PART 4 – CONTRACT TERMS**

18. Terms and Conditions of Contract.
19. Suspension or Disconnection of Services.
20. Duration and Renewal of Contract.
21. Cancellation of Contract Without Penalty.
22. Modification, Variation or Amendment of Contract Terms.
23. Contracts relating to Packaged/Bundled Services and/or Products.
24. Payment of Security Deposit.
25. Provision of Accepted Contract.
26. Contracts in relation to Roaming Plans.

**PART 5 – BILLING**

27. Billing.
28. Contents of Bills.
29. [Accuracy of Contents]
30. Provision of Billing Information.
31. Satisfaction of Provision of Billing Information.
32. Consumer Charges for Provision of Bills.
33. Exclusions to Consumer Charges.
34. Refusal of Consumer Consent.
35. Alternative or Additional Mediums.
36. Notification of Changes to Billing Medium.
37. Failure to include Charges in Current Billing Period.
38. Late Payment Penalty Fees.
39. Reconnection Fees.

40. Credit Management Action.

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

41. Provision of Services.

42. Post-paid Services.

43. Fault Reporting.

44. Outage and Disruption Notices.

CAYMAN ISLANDS

**THE INFORMATION AND COMMUNICATIONS TECHNOLOGY LAW,  
2017**

**PART 1 - PRELIMINARY**

**THE INFORMATION AND COMMUNICATIONS TECHNOLOGY  
(CONSUMER PROTECTION) REGULATIONS, 2017**

The Office, in exercising of its powers conferred by section 97 (3) (b) (iii) and (iv) of the Information and Communications Technology Law, 2017, makes the following regulations-

1. These regulations may be cited as the Information and Communications Technology Law (Consumer Protection) Regulations, 2017.
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.

“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, and, for the avoidance of doubt, does not include a fault as defined in regulation 7;

“Consumer” means a person who enquires about, requests, receives, acquires, uses or subscribes to a Service or Product from a Service Provider for the primary purpose of his personal or domestic use;

“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” means the person who, alone or jointly with others, determines the purposes, conditions and manner in which any personal data are, or are to be, processed and includes a local representative referred to in section 6(2) of the Data Protection Law, 2017;

“Data Subject” means an identified living individual; or a living individual who can be identified directly or indirectly by means reasonably likely to be used by the Data Controller or by any other person;

“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” means an ICT service (apart from Type 2, 11, 11a, 12, 13, 100 and 200 ICT Services);

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

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

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

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

“Office” means the Utility Regulation and Competition Office, established by section 4 of the Utility Regulation and Competition Law, 2016, or any other such embodiment of its functions;

“Personal Data” means data relating to a Data Subject and includes such data as

—

- (a) the Data Subject's location data, online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the Data Subject;
- (b) an expression of opinion about the Data Subject; or
- (c) any indication of the intentions of the Data Controller or any other person in respect of the Data Subject.

“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;

“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;

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

“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; and

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

“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 effected -

- (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 two links, the first of which must be on 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) adheres to the Truth in Advertising Guidelines 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) 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 Providers' 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 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. A Service Provider shall only keep a record of all the Personal Data relating to a Consumer's account, contract and his/her interactions with the Service Provider for the duration of the Consumer's contract with the Service Provider and for a period of **twelve (12) months** following the termination of that Consumer's contract.

### **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
    - (ii) by telephone;
    - (iii) in writing, presented in hard copy or electronic form; and
    - (iv) 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 **twelve (12) 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) 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 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 **five (5) Business Days** 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);

- (d) as soon as practicable after completing its investigation of a Complaint, and in any event **within thirty (30) days** of receiving a Complaint, inform the Consumer who made the Complaint of the Service Provider's proposed resolution of that Complaint;
  - (e) **within twenty (20) 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.
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 Customer Complaints Appeals Procedure Policy; 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 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 11(c).
- 15. Where, following the provision of a notice pursuant to regulation 11(c) a Consumer has not contacted the Service Provider within the timeframe

specified pursuant to regulation 11(e), 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 4(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 4 (8).
  - (3) Insofar as the information collected and recorded for the purposes of regulation 4(14) contains Personal Data relating to a Consumer, a Service Provider shall ensure this is not disclosed except as provided for pursuant to the Data Protection Law, 2017 and any applicable regulations.
    - (a) as required -
      - (i) pursuant to any relevant data protection conditions of the Service Provider's licence with the Office, and the Law; or
      - (ii) to allow the Service Provider and/or the Office to manage and/or resolve a Complaint; and
    - (b) 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 subsection (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 5(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;
19. (1) the circumstances in which the Service Provider may suspend or disconnect the Services provided pursuant to the contract;
- (2) 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;
- (3) 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.

20. (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 Law (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.

21. 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.

22. (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 5(6)(a), inform the Consumer -
    - (i) 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
    - (ii) 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 5(5).
  - (c) the Consumer may, having received a notice under regulation 5(6)(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 5(6) 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.
23. 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.

24. (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 5(9), 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 -



- (i) satisfactorily completing the terms of the Security Deposit arrangement; or,
  - (ii) ceasing to receive from the Service Provider the Product or Service in respect of which the Security Deposit was required.
- 25. (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 regulation 25(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.
- 26. 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.

## **PART 5 – BILLING**

- 27. (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.
28. 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 6(2)(k), details of -
    - (i) its hours of operation; and
    - (ii) any charges the Consumer may incur by its use.
29. 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 delay its production and/or dispatch to the Consumer.
30. (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.
31. Save as expressly provided for by this regulation, 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.
32. Where a Consumer requests information that the Service Provider is not required to provide under this regulation, 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.
33. Where a Consumer refuses to consent to any charge referred to in regulation 32(a) being incurred and/or imposed, a Service Provider may refuse to provide the information requested.
34. 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.
- 35. 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.
- 36. Where, contrary to regulation 28(f), a Service Provider fails to include a charge or payment due in the Bill that relates to the Billing Period in which the charge or payment due was incurred, the Service Provider shall not be entitled to bill a Consumer for that charge or payment due after the expiry of **three (3) months** from the end of that Billing Period.
- 37. 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.
- 38. (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 **fourteen (14) days**, in which to pay a Bill without any late payment penalty being applicable.
- (4) 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.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
39. 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.
40. 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**

- 41. 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) a lack of infrastructure in the relevant service area, in which case-

- (i) the Service Provider shall estimate and inform the Consumer of the timeframe in which the Services shall be provided; and
  - (ii) 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.
- 42. (1) In respect of Post-paid Services to be provided to new Consumers, credit checks, in which case the delay 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 regarding the provision of the Services to that Consumer. 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;
  - (b) a Force Majeure; or
  - (c) 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 regulation 7(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.
- 43. (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.
- 44. (1) A Service Provider shall give its Consumers notice of any planned or anticipated disruptions and/or outages to its Services at least **seven (7) days** in advance of such disruption and/or outage, which notice, presented in hard copy or electronic form, shall include -
  - (a) the date and time of the disruption and/or outage;

- (b) the length of time it is anticipated the disruption and/or outage will last;
  - (c) the Service and/or particular service areas that will be affected by the disruption and/or outage; and
  - (d) any compensation or other remedy that may be available to Consumers as a result of the disruption and/or outage.
- (2) Where an unexpected event and/or Force Majeure causes a disruption to and/or the outage of the provision of a Service Provider's Service, a Service Provider shall use its best endeavours to-
- (a) as soon as it becomes aware of any such disruption and/or outage, give notice, in a convenient form, of the disruption and/or outage to the Consumers who are likely to be affected by it; and
  - (b) rectify the fault within the shortest possible time in all the circumstances.

Made in Cabinet the [...] day of [...], 2017

[ ]

Clerk of the Cabinet