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# Office of Utilities Regulation

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Recommendation

## General Consumer Code of Practice for the Telecommunications Industry

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**2. DOCUMENT TITLE: General Consumer Code of Practice for the Telecommunications Industry**

**3. PURPOSE OF DOCUMENT**

This document sets out the basic/standard practices that the OUR recommends that Licensees undertake in service provisioning.

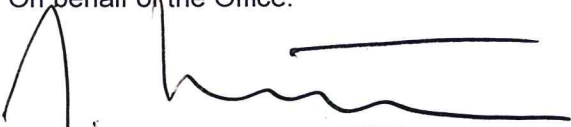
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Publication Number	Publication Title	Publication Date
2014/TEL/005/NPR.002	Notice of Proposed Rulemaking for Quality of Service Standards and Consumer Protection Guidelines for the Telecommunications Sector	2014 November

**5. Approval**

This document is approved by the Office of Utilities Regulation.

On behalf of the Office:

  
.....  
**Joseph M. Matalon**  
Chairman

.....  
**Date**

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# General Consumer Code of Practice for the Telecommunications Industry

## PART I: INTRODUCTION

### 1. Scope and Objective

This code of practice represents basic/standard practices that the OUR recommends that Licensees undertake in service provisioning. The code is intended as a guide to Licensees on practices deemed appropriate in their relationship with consumers regarding any service on offer or being provided.

### 2. Code Review

The OUR may from time to time, based on complaints received, changes in consumer behaviour and developments in the industry, review and make changes to these recommendations.

## PART II: DEFINITIONS AND INTERPRETATION

### 3. Definitions

“The Code” means the General Consumer Code of Practice for the Telecommunications Industry included in Annex C of this document.

“Customer complaint” is an expression of dissatisfaction with a telecommunications service and any ancillary services that is conveyed or submitted to the Licensee via a customer service call, at a customer service centre or in writing by or on behalf of a customer. The term does not include an expression of dissatisfaction, which does not explicitly or implicitly call for a resolution.

“Customer service centre” means an office or location where customers can, among other things, apply for telecommunications services and lodge customer complaints.

“Disconnection” is a deliberate blocking by a Licensee of calls, messages and data uploads or downloads. It does not necessarily entail removal of physical network access points, even for fixed telephony.

“Licensee” has the same meaning as in the Act.

A “service order” is a request by a customer to be supplied with a telecommunications service that is conveyed or submitted to a Licensee via a customer service call, at a customer service centre or in writing by or on behalf of a customer.

“Service Provider” is as defined in the Act.

An “unsolicited electronic communication” is an electronic communication (such as voice call, voice message, fax, text message or electronic mail) that the recipient has not consented to receiving.

The “validity period” is the time during which a customer will have access to available credit after recharging the pre-paid telecommunications service in order to originate calls or messages or upload or download data.

## **PART III: SPECIFIC PROVISIONS OF THE CODE**

### **4. General Information Provision**

- 4.1. Consumers, when contracting telecommunications services, rely on information provided by Licensees to make informed choices. To assist them in this regard it is the OUR's view that certain general information about a telecommunications service should be provided.
- 4.2. The information provided should include:
  - (a) The contact information of the Licensee.
  - (b) The details of the procedures for handling complaints.
  - (c) The details and pricing plans for the service.
  - (d) The contract terms for the service.
  - (e) The details of the procedures for disconnecting customers.
  - (f) The privacy policies for the service.
  - (g) The acceptable use policies for the service.
  - (h) The emergency access conditions for the service.



- (i) The availability of the service in different areas of the country.
- (j) The applicable subscriber life cycle.
- (k) The minimum targets for quality of service levels prescribed by the OUR, where applicable.
- (l) Locations of any guides to installation or operation.
  
- (m) Any other information specific to the service.

4.3. Information provided by a Licensee should be:

- (a) Accurate, up to date and expressed in clear and simple language.
- (b) Easy to read, if it is written.
- (c) Convenient to find at the retail offices, service outlets and on the website of the Licensee and its dealers.
- (d) Publicised widely, if it includes material changes in pricing plans or contracts.

4.4. If a customer requests from a Licensee information about a telecommunications service, then:

- (a) the information may be delivered by manual or electronic communications, according to the preference of the customer.
- (b) if there is a cost in providing the information, the customer should be advised of this cost at the time of the request and should be charged no more than the cost of providing the information.
- (c) the information, or an explanation for delay, should be provided within five (5) working days after the request is received by the Licensee.

## 5. Licensee Contact

5.1. A Licensee should publicize its contact information. The contact information should cover:

- (a). Contact details, opening hours and any charges for customer service relating to customer complaints, service orders, fault reports and service enquiries.
  - (b). Contact details, opening hours and any charges for operator assistance, directory enquiries and technical help, where available.
- 5.2. The contact details for customer service relating to customer complaints, service orders, fault reports and service enquiries should include a publicized toll-free number for both on-net and off-net calls. The quality of service offered through that number should be as good as that offered through any other number given in the customer contact details.
- 5.3. Customer complaints, service orders, fault reports and service enquiries should be resolved, if possible, by the staff providing the initial response. When this does not happen, customers should be assigned case numbers for follow up.

## 6. Description of Services

- 6.1. Consumers should be provided with a complete description of the service before a contract for service is established. The service description should include:
- (i) The pricing plan in its entirety.
  - (ii) Any limitations on the time of use, amount of use or geographic availability of the service.
  - (iii) All contract terms that deal with the contract period, withdrawals from the contract and disconnections.
  - (iv) Any quality of service requirements specified by the OUR and any other service quality levels otherwise established by the Licensee regarding the specific service on offer.
  - (v) Information on the compensation mechanism in the event that the established quality levels are breached.
  - (vi) Any implications of the service and equipment for health and safety.
  - (vii) Information regarding the ability to make emergency calls.
  - (viii) Any warranties.
  - (ix) Billing frequency.

- (x) The methods of delivering bills.
- 6.2. The consumer should be informed of any additional services that may be required to facilitate the service to be contracted. The customer should also be provided with a description of the additional service including price and how that service can be obtained, if it is to be provided by the Licensee.

## 7. Service Contracts

- 7.1. Licensees should publicize available contract terms for services. The contract terms for a service should cover:
- (i) The contract period.
  - (ii) Renewals of the contract.
  - (iii) Changes to the contract.
  - (iv) Withdrawals from the contract.
  - (v) Availability of the service (e.g. service interruption).
  - (vi) Blocking of calls, messages and data uploads and downloads.
  - (vii) Disconnections.
  - (viii) Requirements for, and refunds of, deposits.
  - (ix) Acceptable use policy.
- 7.2. Contracts should not prejudice the ability of consumers to take legal action for breach of contract or unfair contract terms using whatever evidence the courts find admissible.
- 7.3. Customers should be given at least one (1) month's notice in advance about proposed changes to their pricing plans or the terms and conditions of contracts and be told that they can withdraw from their contracts without penalty.
- 7.4. Customers should be able to withdraw from contracts without penalty if they do not accept proposed changes to their pricing plans or terms and conditions of contracts.
- 7.5. Customers should be able to withdraw from contracts without impediment or delay if they pay all amounts due under the contract.



- 7.6. Customers should be charged no more for early termination of the contract than they would otherwise pay if they had continued the contract to its expiration without using the service.
- 7.7. Customers should not be prohibited from unlocking handsets purchased from the Licensee if they pay all amounts due under the contract.
- 7.8. Customers should receive refunds of any amounts paid but no longer due under the contract if they withdraw from contracts, the contracts end or they are disconnected.
- 7.9. Customers should receive rebates at their full rates if their pricing plans require regular payments irrespective of service use and their services are interrupted continuously for at least forty-eight (48) hours after they make fault reports.
- 7.10. Customers should be able free of charge to ensure the blocking of all chargeable international calls and messages.
- 7.11. Customers should be able free of charge to ensure the blocking of all calls and messages by reporting the loss, theft or unauthorized use of their equipment containing Subscriber Identity Modules (SIMs).
- 7.12. The express and informed consent of customers is required for the acceptance of new contracts (including replacements for existing contracts when those end). Informed consent includes the customer expressly opting for automatic renewal.

## **8. Pricing Plans**

- 8.1. Licensees should publicize details of telecommunications services and their related pricing plans. Such details should include:
  - (i) The prices without taking into account any discounts (such as those for calls and messages in closed user group plans and volume discounts).
  - (ii) A breakdown according to what the charges cover and in what circumstances the charges may recur or be changed.
  - (iii) Any applicable government taxes.
  - (iv) Any variations in the charges to the customer due to such factors as the time of use, place of use, geographic location, volume of usage of the service or type of applications accessed.

- (v) Any additional charges incurred when services are accessed outside of contracted packages.
  - (vi) A list of all the products and services bundled in the service, with the prices of any of the products and services that the Licensee also sells separately.
  - (vii) Any charge payable and extent of service usage required for withdrawing from contracts before the contracts would otherwise end.
  - (viii) Any charge payable and extent of service usage required for unlocking handsets.
  - (ix) Any charge associated bill delivery options chosen by customers.
  - (x) The payment options, with any associated charges.
  - (xi) Any charge payable for late payment.
  - (xii) Any charge payable for reconnecting the customer after disconnection.
  - (xiii) Any deposit payable, with the rules for calculating interest.
  - (xiv) The validity periods and any other conditions associated with different credit increments.
  - (xv) Any charge payable for the purchase or replacement of SIMs.
  - (xvi) Any possibilities of, charges for, and limits to, calls in progress continuing after credit balances are exhausted.
  - (xvii) Any limitations on the telephone numbers to which calls or messages may be originated or from which calls or messages may be received.
- 8.2. Charges should be simple enough that consumers can calculate the prices of calls to national destinations lasting at least two (2) minutes.
- 8.3. Customers should be charged only in accordance with the pricing plans and contracts to which they have given their informed consent.

## 9. Accounts/Billing<sup>1</sup>

- 9.1. Licensees should issue bills to post-paid customers which include:
- (i) The billing name and address of the customer.
  - (ii) A brief description of the services covered by the bill.
  - (iii) For fixed telephony and internet access, the address to which service is provided (if it is different from the billing address).
  - (iv) The current business name of the Licensee.
  - (v) A customer account reference.
  - (vi) The billing period.
  - (vii) The total amount billed, any offsetting sums (such as payments, rebates and discounts), any applicable government taxes (showing how these are calculated) and the net amount payable.
  - (viii) The date when the bill was issued.
  - (ix) The date when payment is due.
  - (x) Contact details, opening hours and any charges for customer service relating to customer complaints, service orders, fault reports and service enquiries.
  - (xi) A comparison with the previous bill.
- 9.2. Customers should be provided with itemised details of all charges on bills, but may, if available, have the option to request summarised bills.
- 9.3. Generally, customers should not be charged for bills. However if a charge is applied, this should only be in respect of requests for copies of bills, or itemisation details for bills more than six (6) months after the bills were issued.
- 9.4. Bills should be issued no later than one (1) month after the billing period ends.
- 9.5. Payments should be due at least three (3) weeks after the bills are issued.

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<sup>1</sup> Information regarding this matter appeared under the heading "Accounts" in the 2010 Consultation Document.



- 9.6. Billing records should be kept for at least six (6) months after the corresponding bill is issued. If a complaint about the bill is lodged during that period, the billing records should be kept until the complaint is resolved.
- 9.7. Licensees should provide to customers a means of checking their available credit balance and corresponding validity period (where applicable) free of charge. For post-paid plans, customers should receive messages alerting them when they have used seventy-five percent (75%) of their available credit.
- 9.8. Messages about credit balances and validity periods should state this information prior to any other information or announcements.
- 9.9. The validity period of the credit balance in a pre-paid plan should be at least the longest among the validity periods of the credit added by the customer to his account.
- 9.10. Customers that have exhausted the credits in pre-paid plans should be able to receive calls and messages and make emergency calls for the duration of the applicable subscriber life cycle publicised by the Licensee.
- 9.11. Licensees should provide to customers a means of checking the amount of data usage since their last top up or bill payment free of charge. For post-paid plans, customers should receive messages alerting them when they have used seventy-five percent (75%) of their available data allowance, and when they have exhausted the data allowance included in their data plan.

## 10. Disconnections

- 10.1. Licensees should make publicly available details of the procedures for disconnecting customers. The steps in the procedures for disconnection should begin only in one of the following circumstances:
  - (i) The customer has failed to pay a bill in its entirety by the due date and a complaint or enquiry about the bill has not been lodged.
  - (ii) The customer is no longer an active subscriber based on the applicable subscriber life cycle.
  - (iii) The customer has breached the acceptable use policy or other relevant contract terms.
  - (iv) The contract period has ended.
  - (v) The OUR or any other appropriate authority, in exercise of its powers, requires disconnection.



- 10.2. It is recommended that procedures for disconnection should involve the following steps before disconnection:
- (i) Using voice calls or text messages to warn customers about possible disconnection and the associated reason(s).
  - (ii) Restricting the services (for example, to only receiving calls or messages and making emergency calls).

## **11. Customers with Special Needs**

- 11.1. Licensees should liaise with associations or groups for the disabled to ensure that, where possible, the needs of customers with disabilities are accommodated in service development and provisioning.

## **12. Privacy**

- 12.1. Licensees should publicize their privacy policies. The policies should cover:

- (i) The personal information to be collected from consumers.
- (ii) The ways in which the personal information could be utilised.
- (iii) Any third parties to whom personal information could be disclosed.
- (iv) How consumers can limit the collection, use and disclosure of personal information.
- (v) How consumers can access, update or modify their personal information.
- (vi) The steps taken to ensure that personal information is accurate and up to date.
- (vii) The steps taken to protect personal information.
- (viii) The redress and remedy mechanisms adopted following any breach of privacy.

- 12.2. Consumers should be advised of the privacy policy before their personal information is collected.

- 12.3. Personal information about consumers (including information about the destinations and contents of their calls and messages) should be collected, used or disclosed by Licensees only:

- (i) For the purposes for which the information was collected by the Licensee or for a use consistent with that purpose;

- (ii) To the OUR or other persons pursuant to applicable law;
- (iii) As evidence in legal proceedings involving the Licensee and the consumer;  
or
- (iv) with the informed consent of the consumer.

12.4. Consumers should be permitted to prevent their names and addresses from appearing in telephone directories.

12.5. Consumers should be able, free of charge, to:

- (i) access and correct their personal information such as names, addresses and telephone numbers as held by Licensees.
- (ii) prevent their calling line identifiers from passing to recipients of calls and messages.
- (iii) request the Licensee to block calls or messages to their telephony device from senders of frequent malicious calls and messages (including calls or messages which defraud, abuse, threaten or harass).

### **13. Acceptable Use**

13.1. Licensees should publicize acceptable use policies for services. The acceptable use policy for a service should cover:

- (i) Conditions of Usage
- (ii) Unlawful Use of the Network and Related Resources
- (iii) Unsolicited Electronic Communications
- (iv) Responsibilities of the User
- (v) Notice and Termination Procedures
- (vi) Contravention and Enforcement
- (vii) Network Security

### **14. Advertisements**

14.1. Advertisements and other promotional material should not make claims that are false, misleading or likely to mislead.

14.2. Advertisements and other promotional material mentioning prices should contain, clearly and prominently, explanations of how those prices depend on taxes and the extent of service usage, or where this information can be accessed. In the

case of bundled services, the individual services covered in the package price should be outlined in the advertisement.

- 14.3. Advertisements and other promotional material mentioning speeds for internet access should contain, clearly and prominently, realistic estimates of internet speeds, rather than hypothetical or theoretical speeds.
- 14.4. Advertisements in relation to service availability in a geographical area should make clear any technical limitations that may affect the quality of the performance of that service to all or parts of that particular location.

## 15. Service Disruptions

- 15.1. Licensees should give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas affected and any applicable compensation or other remedies. Such announcements should be in media that are accessed by a large segment of the population.

## 16. Emergency Access

- 16.1. Given their obligations under the Telecommunications Act to provide access to emergency services to their customers, Licensees should publicize emergency access conditions for services. The emergency access conditions for a service should:
  - (i) Inform whether calls to the emergency call centre automatically indicate the caller's location.
  - (ii) Warn about any applicable customer equipment that is not usable for emergency calls without external power or functioning batteries.
  - (iii) Warn about services that do not allow the customer to make emergency calls.
  - (iv) Warn about any locations or circumstances in which emergency calls are likely to fail.
  - (v) Confirm that calls to national emergency numbers can be made free of charge.

- (vi) Advise of any telephone numbers, other than national emergency numbers, that receive emergency calls or messages at a cost.

## **17. Disaster Mitigation**

- 17.1. Licensees should actively and co-operatively support the National Emergency Operations Centre and National Disaster Plan activities, through formal mutual aid agreements and shared business continuity plans.
- 17.2. Licensee's plans to mitigate disasters and actions by Licensees to recover from disasters should give priority to national needs over corporate ones.

## **18. Points specific to internet access**

- 18.1. Licensees should publicize information specific to internet access services. The information specific to an internet access service should include:
  - (i) Realistic estimates of internet speeds, such as internet speeds regularly achieved or reasonably expected to be regularly achieved, rather than hypothetical or theoretical speeds.
  - (ii) Factors that may affect the internet speeds including those which may be beyond the ISP's control.
  - (iii) Advice on compatibility issues which may arise in using the Licensee's services and equipment.
  - (iv) Advice on obtaining and using an application for measuring performance
  - (v) Advice on mitigating risks associated with internet use, especially in the case of financial transactions.
  - (vi) Advice on obtaining and using virus checkers, spam filters, spyware removers and firewalls.

## **19. Consumer Obligations**

### **19.1. Acceptance of Licensee Terms**

Consumers should be deemed to have accepted the Licensee's terms of service on return of a signed service agreement, or by explicitly accepting these terms through any form of telecommunications.



**19.2. Misuse of Public Telecommunications Services**

Consumers should not misuse public telecommunications services, including by:

- (i) dishonestly obtaining telecommunications services; or
- (ii) possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently.

**19.3. Access for Maintenance**

Licensees should be granted access to premises by the consumer or an authorized representative as reasonably required, to facilitate the provisioning or maintenance of the services, equipment or facilities.

**19.4. Tampering with Equipment**

Consumers should not modify or otherwise interfere with any equipment or facilities of the Licensee in a manner contrary to any applicable terms and conditions of use. Consumers will be responsible for any loss of or damage to equipment or facilities that results from actions contrary to any applicable terms and conditions of use.

**19.5. Reselling of Telecommunications Services without Authorisation**

Consumers shall not re-sell any telecommunications service provided by the Licensee except as permitted by the service agreement of the Licensee and subject to any applicable licensing pursuant to relevant legislation.

**19.6. Dishonest Churning**

Consumers should settle (valid) arrears with a Licensee before switching to another Licensee. Licensees should be permitted to investigate whether a consumer seeking their services has settled valid bills with his/her previous service provider before having any obligation to provide service to that person.

