



A Consultative Document

**(Draft)**

# **Consumer Rights and Obligations Policy**

**Consumer and Customer Quality of Service standards for the  
Telecommunications and Broadcasting Sectors of Trinidad and  
Tobago.**



<b>Document History</b>		
<b>Date</b>	<b>Change Details</b>	<b>Version</b>
29-03-2005	First Draft – <i>Issued for public consultation</i>	0.1
22-09-2009	Second Draft – <i>Issued for industry consultation</i>	0.2
18-05-2011	Third Draft – <i>Issued for public consultation</i>	0.3
1-11-2013	Fourth Draft – <i>Currently under Amendment</i>	0.4-1



## Table of Contents

1.	INTRODUCTION.....	1
1.1	POLICY OBJECTIVES.....	1
1.2	GUIDING PRINCIPLES.....	1
1.3	SECTOR OVERVIEW.....	2
1.4	SCOPE.....	3
1.5	REVIEW CYCLE.....	6
1.6	THE CONSULTATION PROCESS.....	6
2.	GENERAL.....	9
2.1	DEFINING THE CONSUMER AND THE CUSTOMER.....	9
2.2	THE CONSUMER’S RIGHT OF ACCESS TO SERVICES.....	11
2.2.1	<i>Defining Telecommunications Services.....</i>	<i>11</i>
2.2.2	<i>Basic Telecommunications Services.....</i>	<i>12</i>
2.2.3	<i>Broadcasting Services.....</i>	<i>13</i>
3.	THE AUTHORITY’S APPROACH TO CONSUMER AND CUSTOMER QUALITY OF SERVICE.....	15
3.1	THE NEED FOR CONSUMER-RELATED QUALITY OF SERVICE STANDARDS.....	15
3.1.1	<i>Network Performance.....</i>	<i>17</i>
3.1.2	<i>Terminal Performance.....</i>	<i>17</i>
3.1.3	<i>Point of Sale.....</i>	<i>17</i>
3.1.4	<i>Customer Care.....</i>	<i>18</i>
3.2	MEASURING THE CUSTOMER SATISFACTION INDEX.....	18
3.3	COMPLIANCE WITH CONSUMER-RELATED QUALITY OF SERVICE.....	19
3.3.1	<i>Notification of Potential Breaches.....</i>	<i>20</i>
3.3.2	<i>Hearings with respect to Potential Breaches.....</i>	<i>21</i>
3.3.3	<i>Graduated Warnings and Sanctions for Breach of the CQoS Framework.....</i>	<i>22</i>
3.4	RIGHTS RELATING TO BROADCASTING SERVICES AND CONTENT.....	24
3.5	RADIOFREQUENCY RADIATION.....	24
4.	CONSUMER SERVICE QUALITY INDICATORS RELATED TO NETWORK PERFORMANCE.....	26
4.1	THE CONSUMER’S RIGHT TO A MINIMUM QUALITY OF SERVICE.....	26
4.2	GENERAL METHODOLOGY OF DETERMINING CONSUMER-RELATED NETWORK QoS.....	28
4.3	METRICS OF INTEREST FOR CONSUMER-RELATED NETWORK QoS.....	29
5.	CUSTOMER SERVICE QUALITY INDICATORS AT THE POINT OF SALE.....	31
5.1	THE CONSUMER’S RIGHT TO INFORMATION.....	31
5.1.1	<i>General Principles.....</i>	<i>31</i>
5.1.2	<i>Timely Provision of Information.....</i>	<i>32</i>
5.1.3	<i>The Customer Charter.....</i>	<i>33</i>
5.1.4	<i>Contractual Information.....</i>	<i>35</i>
5.1.5	<i>Contract durations.....</i>	<i>39</i>
5.1.6	<i>Modification of Contracts.....</i>	<i>40</i>
5.2	THE CUSTOMER’S RIGHT TO EFFICIENT SERVICE ACTIVATION.....	41
5.2.1	<i>Service Activation.....</i>	<i>41</i>

## Draft Consumer Rights and Obligations Policy

5.2.2	<i>Customer Equipment</i> .....	42
5.2.3	<i>CPE for Differently-Abled Persons and Priority Assistance Services</i> .....	45
5.2.4	<i>Mobile Handset Locking</i> .....	47
6.	CONSUMER SERVICE QUALITY INDICATORS RELATED TO CUSTOMER CARE .....	50
6.1	THE CUSTOMER’S RIGHT TO PRIVACY .....	50
6.1.1	<i>Disclosure of Customer Information</i> .....	51
6.1.2	<i>Calling Number Display</i> .....	52
6.1.3	<i>Customer Proprietary Network Information</i> .....	53
6.1.4	<i>Directories and Directory Assistance Services</i> .....	54
6.1.5	<i>Telemarketing</i> .....	57
6.1.6	<i>‘Prank’ and Obscene Calls</i> .....	59
6.1.7	<i>Incidence of Scams and Tele-fraud</i> .....	60
6.2	THE CUSTOMER’S RIGHT TO FAIR BILLING PRACTICES .....	61
6.2.1	<i>Accuracy in Billing Information</i> .....	61
6.2.2	<i>Billing Cycle and Late Payment Penalties</i> .....	63
6.2.3	<i>Free Itemised Billing on Demand</i> .....	64
6.2.4	<i>Disconnection of Service</i> .....	65
6.2.5	<i>Termination of Service</i> .....	66
6.3	THE CUSTOMER’S RIGHT TO PROTECTION FROM UNFAIR AND UNETHICAL BUSINESS PRACTICES.....	67
6.3.1	<i>Notice of Service Interruptions</i> .....	67
6.3.2	<i>Truth in Marketing and Advertising</i> .....	68
6.3.3	<i>Unethical Practices: Price Discrimination</i> .....	69
6.3.4	<i>Unfair Business Practices: Slamming</i> .....	70
6.3.5	<i>Unethical Practices: Cramming</i> .....	73
6.4	THE CUSTOMER’S RIGHT TO COMPLAINT REDRESS .....	74
6.4.1	<i>Service Provider Response to Consumer Queries</i> .....	75
6.4.2	<i>Toll Free Customer Care Service Lines</i> .....	75
6.4.3	<i>Complaint Handling by Service Providers</i> .....	76
6.4.4	<i>Maintenance of Customer Complaints Records by Service Providers</i> .....	77
6.4.5	<i>Availability of Service Provider Complaint forms</i> .....	79
6.5	CUSTOMER COMPLAINTS HANDLING BY THE AUTHORITY .....	79
6.6	COMPLAINTS RELATING TO BROADCAST CONTENT .....	81
7.	CONSUMER OBLIGATIONS.....	82
7.1	ACCEPTANCE OF SERVICE RULES.....	82
7.2	ACCESS FOR MAINTENANCE OR UPGRADE OF CE .....	82
7.3	CUSTOMER DILIGENCE TO PREVENT UNFAIR PRACTICES .....	83
7.4	APPROPRIATE USE OF AUTO-CALLING SYSTEMS.....	83
7.5	TAMPERING WITH CE.....	84
7.6	PERSISTENT MISUSE OF A NETWORK OR SERVICE.....	85
7.7	DISHONEST CHURNING .....	85
8.	CONCLUSION .....	87
9.	SUMMARY OF POLICY STATEMENTS.....	88
	ANNEX I: Quality of Service Indicators .....	104
A1.	SUMMARY OF INDICATORS AND STANDARD LEVELS .....	104
A1.1	<i>Customer Service Indicators</i> .....	107

Draft Consumer Rights and Obligations Policy

*A1.2 Telecommunications Specific Indicators* .....122  
ANNEX 2: Unfair Contractual Terms.....133  
REFERENCES.....135



# 1. INTRODUCTION

Global perspectives on economic and social development often emphasise the role of Information and Communication Technologies (ICTs). In Trinidad and Tobago, the liberalisation and regulation of the telecommunications and broadcasting sectors are key factors in promoting ICT development. In this sense, the Telecommunications Authority of Trinidad and Tobago, (“the Authority”), is dedicated to establishing and implementing effective telecommunications policies and regulations under its mandate, in accordance with the Telecommunications Act, Chap 47:31, (“the Act”). The Authority is of the firm belief that the strategic use of effective policy development and regulation in the telecommunications and broadcasting sectors can substantially contribute to significant sustainable development for the country.

## 1.1 Policy Objectives

This Draft Consumer Rights and Obligations Policy (hereafter called “Draft Policy”) seeks to make recommendations that would safeguard the interests of consumers in the telecommunications and broadcasting sectors. The final policy should ensure that consumers have a right to the following:

1. Access to essential telecommunications and broadcast services;
2. Access to the information required to make informed consumption decisions;
3. Personal privacy which is respected and protected;
4. Minimum standards for consumer-related service quality;
5. Protection from unfair and anti-competitive business practices;
6. Effective and efficient complaint recognition, handling and resolution;
7. Information which creates an awareness of relevant consumer obligations.

## 1.2 Guiding Principles

In the interest of facilitating a market environment where consumer privileges are defended but balanced with the privileges of Concessionaires, this draft policy is based on the following guiding principles:

- Consumer Empowerment – the conception of the consumer as a proactive, well-informed and rational agent in the market.

- Service Provider Responsibility – the notion of conscientious service provision that recognizes the value of upholding consumer rights.
- Reducing Information Asymmetry – transparency in the operations of Concessionaires, while consumers are equipped with the information needed to make informed decisions.
- Public Welfare – the maximization of the socio-economic benefits to all stakeholders in the sector, while consumers’ privacies are respected and guarded.
- Market Efficiency – the facilitation of a regulatory environment in which all stakeholders are able to adapt to changing market conditions.

### **1.3 Sector Overview**

Globally, the telecommunications market has evolved from the vertical monopolistic market concept of one national public provider for all telecommunications services, usually state-owned, to a competitive market, in which there is no exclusive provider for any telecommunications service. The evolution of the telecommunications industry into a competitive market has spawned consumer benefits such as reduced prices for service, increased quality and availability of service, a greater variety of services, and greater choice of service and service providers (Concessionaires). Liberalisation of the telecommunications sector is therefore the beginning of the road to full competition.

An imperative activity in the liberalisation of the telecommunications industry is the institutionalisation of a regulatory authority, which serves to ensure the effective transition from a monopoly market to a fully competitive market. The Republic of Trinidad and Tobago started this liberalisation process with the establishment of such an authority through the Act. This body, the Telecommunications Authority of Trinidad and Tobago, develops the regulatory framework to pave the way for the introduction and sustenance of competition in all telecommunications markets.

The Act also empowers the Authority to regulate the broadcasting industry (e.g. radio broadcasters, television broadcasters and cable television operators) consistent with existing constitutional rights and freedoms contained in Sections 4 and 5 of the Constitution of the Republic of Trinidad and Tobago. The broadcasting industry in this country, in particular FM radio broadcasting, is highly competitive.

The following table provides an overview of the industry, summarizing the number of Concessions granted to provide public telecommunications or broadcasting services to the approximately 1.3 million citizens of Trinidad and Tobago. In the telecommunications sector, certain Concessionaires have authorisations for both

telecommunications networks and services. In the broadcasting sector, certain Concessionaires have multiple Concessions for radio broadcasting services. Additionally, there are a few Concessionaires who have authorisations that enable them to provide both radio and television broadcasting services.

<b>Market Segment</b>	<b>Number of Concessionaires</b>
<b>Telecommunications Sector</b>	
Fixed Line Telephony	2
Mobile Telephony	2
International Telecommunications	7
Internet Service Providers	7
<b>Broadcasting Sector</b>	
Free-to-air Radio Broadcasting	37
Free-to-air Television Broadcasting †	8
Subscriptions Television Broadcasting	9
<i>The above is an industry overview as of <b>September 2012</b>: See <a href="http://www.tatt.org.tf">www.tatt.org.tf</a> for a detailed list of authorised concessionaires, and more information on concessions granted.</i>	

*Interested persons may keep abreast with the current state of the telecommunications and broadcasting sectors by reviewing the Annual Market Reports published on the Authority’s website.*

## **1.4 Scope**

The framework established to promote sustainable levels of competition in the telecommunications market only represents a part of the Authority’s responsibilities. Another major role of the Authority is to seek the best interest of the public/consumer in respect of telecommunications and broadcasting services.

The rationale for the development of this draft policy is derived from the objectives of the Act. One of these objectives, as outlined in Section 3(c) is the establishment of the conditions for:

*“...promoting and protecting interests of the public by –*

- (i) promoting access to telecommunications services;*
- (ii) ensuring that services are provided to persons able to meet the financial and technical obligations in relation to those services;*
- (iii) providing for the protection of customers;*
- (iv) promoting the interests of customers, purchasers and other users in respect of the quality and variety of telecommunications services and equipment supplied;”*

Section 18(3) of the Act further outlines that:

*“In the performance of its functions; the Authority shall have regard to the interests of consumers, and in particular -*

- (a) to the quality and reliability of the service provided at the lowest possible cost;*
- (b) to fair treatment of consumers and Concessionaires similarly situated;*
- (c) in respect of consumers similarly placed, to non-discrimination in relation to access, pricing and quality of service; and*
- (d) current national environmental Policy.”*

This Draft Policy will serve as the basis for consultation with stakeholders in the local telecommunications and broadcasting sectors, to solicit their opinions on the issues addressed. The objective is to involve a broad cross section of interested parties in a conjoint effort to develop a policy which will guide the preparation of regulations by the Authority, enshrining in law:

- The right to access telecommunications and broadcast services which meet minimum expected standards of quality and reflect value proportional to the price paid, and consumer related quality of service standards for the protection of same;
- The requirement for Concessionaires to make available accurate information;
- The necessary channels through which consumers may have their complaints recognized, handled and resolved.

The regulations related to the final version of this Policy shall apply to the following services, and therefore will be binding on all Concessionaires providing these services:

- Domestic Fixed Telecommunications
- International Telecommunications
- Domestic Mobile Telecommunications

- Subscription Broadcasting

With respect to broadcasting services, it is important to draw the distinction between free-to-air and subscription broadcasting in the context of the Authority's regulatory scope. Free-to-air broadcasting is dominated by an advertising-funded commercial model. Hence, unlike other categories of services, there is no contractual agreement between the Service Provider and the consumer, and receipt of such a service is purely voluntary.

In contrast, customers pay directly for subscription broadcasting services. Thus, all customers of subscription broadcasting services including those who are differently-abled, should be afforded (i) an acceptable quality of service, (ii) sufficient customer information on services offered, and (iii) complaint resolution mechanisms similar to those prescribed for a public telecommunications network/service provider. Additionally, customers of these services will be prescribed similar obligations as customers of public telecommunications services.

It should be noted that the Authority's regulatory scope is limited to authorised Service Providers, and there are hence certain consumer related issues within the telecommunications and broadcasting industry that fall outside of its purview. One such example is the issue of equipment purchases, (such as defective mobile handsets not endorsed by Service Providers), which falls within the scope of the Consumer Affairs Division (CAD)<sup>1</sup> of the Ministry of Legal Affairs. This division is a Government division which offers advice and assistance to all citizens of the Republic of Trinidad and Tobago, providing education and information, advisory, and dispute resolution services for goods and services that are advertised and purchased in Trinidad and Tobago.

It must be noted that this policy document should be read in conjunction with other relevant regulatory instruments developed, or in the process of being developed, by the Authority, particularly:

- *Draft Universal Service Framework for Telecommunications Services in Trinidad and Tobago*
- *Draft Universal Service Regulations*
- *Consumer Complaints Handling Procedures*
- *Broadcasting Content Complaints Handling Procedures*
- *Draft Network Quality of Service Policy, Indicators and Guidelines*
- *Draft Network Quality of Service Regulations*

These documents may be viewed on the Authority's website ([www.tatt.org.tt](http://www.tatt.org.tt)).

---

<sup>1</sup> For more information on the Consumer Affairs Division, see <http://www.consumer.gov.tt>

In various parts of this Document, proposed Quality of Service (QoS) indicators and standards may be referenced. A full list of proposed QoS indicators and standards is contained in Annex1, and has been developed based on international benchmarks, as adapted for the domestic market environment.

This document outlines only those indicators which the Authority has deemed to be directly related to the quality of the individual consumer's service experience. Further indicators that relate to the interrelationships between Concessionaires are outlined in the Authority's "*Draft Network Quality of Service Policy, Indicators and Guidelines*" and "*Draft Network Quality of Service Regulations*". In view of the dynamics of the telecommunications market, the Authority proposes that the QoS indicators and standards outlined in this policy document be reviewed from time to time, after the implementation of this Draft Policy and its associated regulations.

## **1.5 Review Cycle**

As the telecommunications sector grows and develops into more competitive markets the need will arise to revise and update the regulatory regime that is employed by the Authority in relation to consumer protection and Quality of Service standards; As such, the Consumer Rights and Obligations Policy will be modified in consultation with Concessionaires, stakeholders, interested parties and the public, as the Authority deems appropriate. The document history will be modified accordingly.

## **1.6 The Consultation Process**

On March 29<sup>th</sup> 2005, the Authority published the first draft (*Version 0.1*) of this document and invited the comments and recommendations from all interested parties. The first consultation period ended on April 26<sup>th</sup> 2005. The Authority received various comments from the following parties:

1. Consumer Affairs Division (Ministry of Legal Affairs)
2. Digicel Group Limited
3. Telecommunications Services of Trinidad And Tobago
4. Trinidad and Tobago Bureau of Standards
5. Members of the Public

The Authority revised the draft policy taking into consideration the comments and recommendations received in the first consultation round. A Decisions on Recommendations (DOR) Matrix was published as a separate Appendix to the document,

which provided all the comments and recommendations received and summarises the Authority's decisions in respect of those.

It is important to note that at the point in time that this draft policy document was published for its first round of public consultation in 2005, the regulatory framework administered by the Authority was in its early stages of development. Subsequent to this, the Authority developed various regulatory instruments which established a more extensive regulatory framework. Therefore, the scope of the draft 'Consumer Rights and Obligations Policy' changed. Various issues which were articulated in the first draft of this policy document have hence been subsequently addressed by other policy documents developed by the Authority, most notably, its '*Draft Universal Service Framework for Telecommunications Services in Trinidad and Tobago*'.

Upon revisiting and redrafting the Draft Policy, the Authority issued *Version 0.2* of this document to solicit pre-consultative feedback from industry stakeholders from November 2<sup>nd</sup> – December 11<sup>th</sup> 2009. During this period, the Authority received comments from (i) Telecommunications Services of Trinidad and Tobago, and (ii) Windward Telecoms. Pursuant to public consultation, a second Decisions on Recommendations (DOR) Matrix was developed.

In response to recommendations garnered during this second consultation round, the Authority issued *Version 0.3* of the Draft Policy on May 25<sup>th</sup>, 2011. The Authority also undertook a series of town hall meetings to get greater feedback from the targeted beneficiary of the framework – the general public who use telecommunications services. The consultation closed on June 22<sup>nd</sup>, 2011. During this period, the Authority received written responses from (i) Telecommunications Services of Trinidad and Tobago, and (ii) Columbus Communications Trinidad Limited.

The Authority is now seeking the views and opinions of interested parties regarding the proposals made in this revised consultative document in accordance with the Authority's *Procedures for Consultation in the Telecommunications Sector of Trinidad and Tobago*. The Authority's consultation procedures and comment submission form are available on the Authority's website, <http://www.tatt.org.tt>.

The consumer's participation is essential in shaping the commercial landscape of the telecommunications and broadcasting industry, and the Authority recognizes that this is critical for the successful move towards fully liberalised markets. Both Concessionaires and Consumers are hence strongly encouraged to participate in the public consultation process where the Authority has drafted any regulatory instrument that may directly affect the welfare of the consumer base.

Comments should be submitted on or before **December 11<sup>th</sup> 2013**, to [policy@tatt.org.tt](mailto:policy@tatt.org.tt) or mailed to:

**Telecommunications Authority of Trinidad and Tobago  
#5, Eighth Avenue Extension, off Twelfth Street,  
Barataria, Republic of Trinidad and Tobago.**

## 2. GENERAL

### 2.1 Defining the Consumer and the Customer

In this document, the Authority's intention is to inculcate prudence in all consumers of telecommunications and broadcasting services in the country, by promoting awareness of implications associated with the use of such, including the importance of requesting relevant telecommunications and broadcasting service information from service providers who supply such to them, and knowing their rights and obligations when using those services. In defining the consumer then, a good starting point would be to refer to the Consumer Protection and Safety Act (1985), which, in its legislation, defines a consumer as any person:

- (a) *To whom goods or services are sought to be supplied in the course of a business carried on by the person supplying or seeking to supply them; and*
- (b) *Who does not receive or seek to receive the goods or services in the course of business carried on by him.*

In the context of this policy, the Authority defines a 'consumer' as meaning a direct user, or end-user, of a public telecommunications or broadcasting service. This definition encompasses individual civilians, households, and businesses which use public telecommunications or broadcasting services, where such use is not a productive input in any commercial process (e.g. value-added service or retail services). Where the definition for any other term is necessary, the meaning of such term is taken to be that which is outlined in the Act.

It is important to conceive the difference between a 'consumer' and a 'customer'. A consumer, as described above, is meant to refer to any end-user, while a customer refers to the individual or entity to which the service is provided.

***The customer is hence the subscriber to the service, and person to which a service contract is binding. It is therefore possible to consider 'customers' as a particular sub-set of 'consumers'.***

This distinction is necessary in the context of 'Consumer Rights and Obligations', as different rights and liabilities may be attributed to 'consumers' and 'customers' (subscribers). For the purpose of illustration, rights relating to Quality of Service may be applicable to all end-users (consumers), while rights relating to billing practices may be only applicable to the set of users who are the actual service subscribers (customers).

The 'process of consumption' begins with the consumer's decision to potentially use a public telecommunications or broadcasting service. The process continues through the course of choosing a provider, choosing a service package, receiving and utilizing the

service, making payments, and receiving technical or any other support. The consumer has various rights associated with each step in this process, up until such time that the consumer decides to no longer subscribe to the service. The process of consumption is outlined in **Table 1** below and broken down into the various stages and their associated rights.

**Table 1: The Process of Consumption**

Consumption Stage		Associated Rights
1	Decision to become a user	The right to access services for which the modern consumer has no viable substitute.
2	Choosing a service provider	The consumer’s right to clear and up-to-date information on available alternatives, in order to make an informed and rational decision.
3	Activation of service	The consumer has the right to timely and efficient service activation inclusive of the provisions outlined in the service contract.
4	Receiving service	The right to receive a service which is of a reasonable quality, and which meets minimum standards of acceptability.
5	Utilizing service	Right to privacy, and the respect for and protection of confidential and personal information.
6	Payment for service	The right to clear and accurate invoice information and the right to fair and principled billing practices.
7	Customer grievance	The right to appropriate channels for the redress of service related customer complaints, inclusive of the relevant service standards as outlined in the service contract.
8	Service provider relationship	The customer has the right to be protected from unfair business practices. The consumer is also bound by obligations regarding the terms of use of services.

## 2.2 The Consumer's Right of Access to Services

The first stage in the consumer's process of involvement in the market is the decision to become a potential user of a service. The Authority is of the view that consumers must be guaranteed the right to access services, and for which the modern user has no viable substitute. Accordingly, tacit with the Concession's authorisation to provide public telecommunications services, is the **obligation to offer** that service to any consumer wishing to access the service in a non-discriminatory manner. This does not reduce the service provider's discretion to create service products targeting particular market niches, but does reiterate that the service provider is to treat all consumers, as prospective customers, equally. The Authority ensures that consumers are not exploited by unfair prices by applying various regulatory instruments, mainly the 'Price Regulation Framework' and associated 'Pricing Regulations'.

### 2.2.1 Defining Telecommunications Services

The Act defines a telecommunications service as:

*“a service using telecommunications whereby one user can communicate with another user in real time, regardless of the technology used to provide such a service and includes a public telecommunications service, a private telecommunications service, a closed user group service and a radio-communication service”*

It is important to note that this definition outlined in the Act is a technology neutral definition employing the conventional meaning of real time<sup>2</sup>. The Act further distinguishes a telecommunications service offered to the public as a public telecommunications service, and this public telecommunications service is defined as:

*“A service offered to members of the general public, using telecommunications, whereby one user can communicate with any other user in real time, regardless of the technology used to provide such a service”*

A public telecommunications service can therefore include both voice and data services offered to members of the public.

In the case of public telecommunications services the Authority herein seeks to establish a framework through which it regulates the quality of the telecommunications service itself, as well as the Point of Sale and Customer Care aspects of service to the general public.

---

<sup>2</sup> Real time means transmission and reception (of information for example) without any perceptible delay.

### **2.2.2 Basic Telecommunications Services**

The catalytic nature of telecommunications in Information Communication and Technology (ICT) development, that spawns socio-economic expansion, emphasizes the need for classifying certain public telecommunications services as basic telecommunications services and the associated right of consumers to have access to basic telecommunications services.

The Authority has defined basic telecommunications services, which will include the basket of telecommunications services that will be deemed essential, in accordance with Universal Service Policy of the Government of the Republic of Trinidad and Tobago (GoRTT). The GoRTT's Universal Service policy specifically states that:

*“The Authority shall determine the public telecommunications services to which Universal Service shall apply to provide the requisite benefits to society. Such services shall include at a minimum:*

- *affordable and easily accessible domestic and international call origination and termination;*
- *affordable public data services of throughput as prescribed by the Authority from time to time.*
- *directory assistance; and*
- *free 24-hour access to emergency call service .”*

The concept of Universal Service relates to the principle that all members of society are entitled to have access to basic telecommunications services. Liberalisation is perhaps the most important initiative taken by the Authority towards the attainment of Universal Service. However, even in a fully competitive market, it may not be economically viable to make basic telecommunications services available to certain communities (e.g. rural or geographically isolated areas) or population groups (e.g. differently-abled persons). The Authority believes that the thrust to fill this access gap requires the establishment of a Universal Service Framework and supporting regulations that will guide the implementation of mechanisms in order to facilitate ubiquitous access to basic telecommunications services in Trinidad and Tobago.

#### ***Statement on Access to Telecommunications Services:***

*The Authority shall recognize the consumer's right to access basic public telecommunications services and, shall regulate the telecommunications sector through the enforcement of the relevant Concession obligations and regulations in force, in such a manner so as to facilitate ubiquitous access to basic telecommunications services in Trinidad and Tobago.*

### **2.2.3 Broadcasting Services**

The Act describes broadcasting services to mean the following:

*“the offering of the transmission of programmes whether or not encrypted, by any means of telecommunications, for reception by the general public, including sound, radio, television and other types of transmissions, such as those on a point to multipoint basis”*

The definition of broadcasting services outlined in the Act includes national and community free-to-air broadcasting services, such as:

- Radio (e.g. FM and AM broadcast radio stations)
- Television (e.g. CCN TV6, Gayelle Limited)

It also includes subscription broadcasting services, such as:

- Cable television services
- Satellite television and radio services

Generally speaking, the Authority shall regulate the Point of Sale and Customer Care aspects of service provision offered by providers of subscription broadcasting services, similarly to Concessionaires that provide public telecommunications service. In that regard through this framework the Authority seeks to maintain minimum expectations in terms of consumer-related Quality of Service, provisioning of information to consumers and complaint resolution. This is proposed as the customer pays fees and charges to these providers and should thus be afforded some minimum quality in that regard.

Conversely, consumers do not pay directly for free-to-air broadcasting services (e.g. radio station broadcasts), but are exposed directly to the content of the electronic media delivered, provided that the consumers' receiving equipment (radio or television) are "tuned" to a station. The dominant commercial model in the free-to-air broadcasting market, is one in which operating expenses are financed by advertising revenues. It should be noted that although consumers do not directly pay for free-to-air broadcasting services, there exists an implicit economic arrangement: access to the consumer's attention is exchanged for advertising revenue with agents who have an economic use for such attention.

It should be noted that all providers of broadcasting services are bound by various coverage obligations in their Concession agreements. This obligation seeks to ensure that persons authorised to broadcast content do so in a manner that ensures appropriate reception by the consumers' terminal equipment. By promoting widespread coverage of broadcasting services, the Concession agreement is hence an instrument used by the Authority to endorse the consumer's right to access broadcasting services.

***Statement on Access to Broadcasting Services:***

*The Authority shall regulate the Free-to-Air Broadcasting Sector so as to encourage pervasive coverage, such that at any location in the Republic of Trinidad and Tobago may receive a signal from at least one commercial Free-to-Air Radio station, and at least one commercial Free-to-Air Television station.*

*The Authority shall regulate the subscription broadcasting Sector so as to encourage pervasive availability of high quality broadcasting services to all locations in the Republic of Trinidad and Tobago.*

### **3. THE AUTHORITY'S APPROACH TO CONSUMER AND CUSTOMER QUALITY OF SERVICE**

#### **3.1 The need for Consumer-Related Quality of Service Standards**

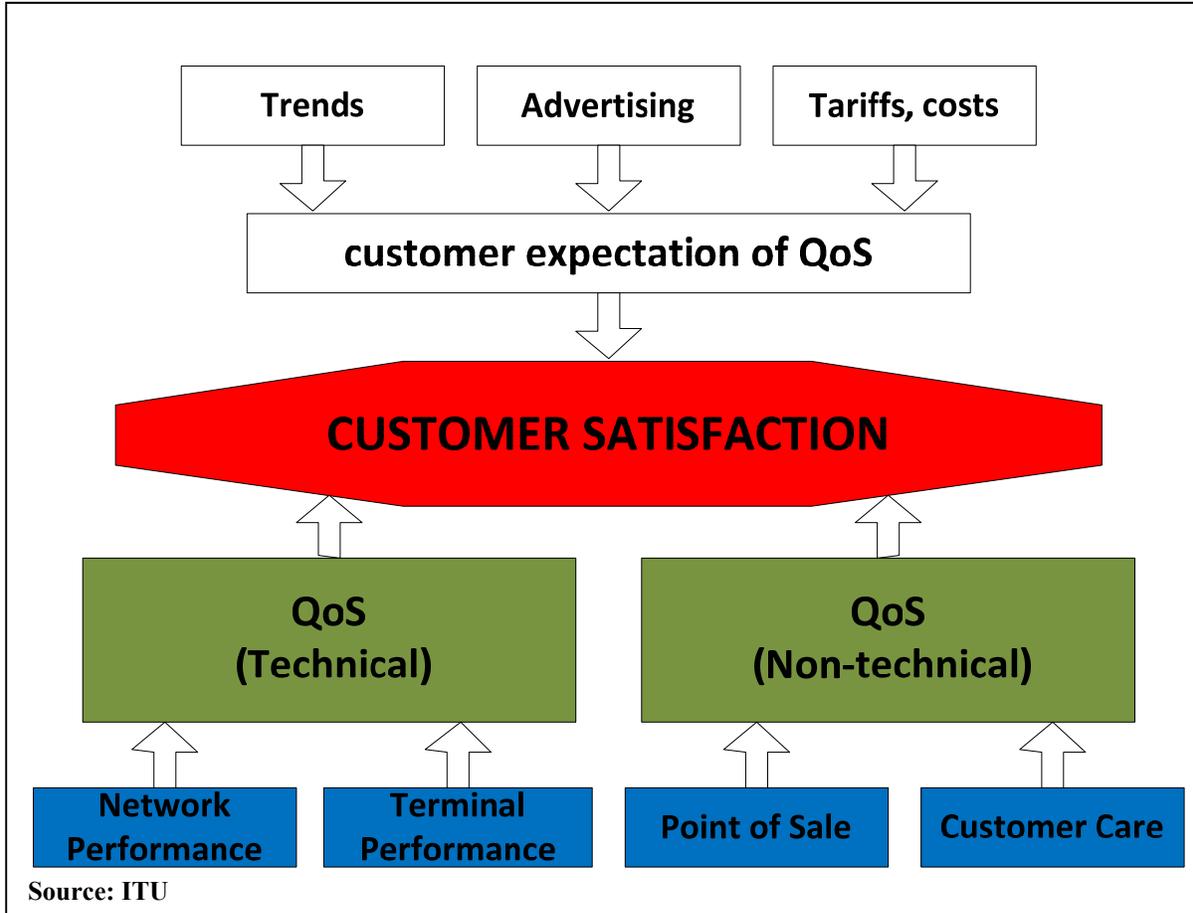
Performance indicators can, in general, be divided into two categories: service performance indicators and technical performance indicators. This Draft Policy document discusses indicators for service performance, and those aspects of technical performance which the Authority deems directly relevant to the consumer.

Consumer-related Quality of Service comprises both customer service and technical Quality of Service indicators that directly affect the delivery of a service to a consumer. Customer service includes the ability of a Service Provider to respond continuously and consistently to consumers' needs and requests. The technical Quality of Service parameters most relevant to consumer-related Quality of Service is the consumer's ability to reliably access service. In a competitive market, consumers' decisions are greatly influenced by their perception of the customer service and technical performance ratings of a given Service Provider.

For purposes of this Policy, the Authority has considered as a conceptual framework the Model for Consumer Perception which has been put forth by the International Telecommunications Union (ITU). While it is recognized that Consumer Perception of Quality of Service satisfaction is indeed influenced by areas such as trends, costs and advertisements, it is of utmost importance to recognize also, those that go beyond these norms of Consumer Perception. Indeed, according to the Model, meaningful Consumer Perception of good quality of service relies on much more than the aforementioned areas – and in particular on four major areas;

- (i) Network Performance,
- (ii) Terminal Performance,
- (iii) Point of Sale, and
- (iv) Customer Care,

as illustrated in **Figure 1** below.



**Figure 1: Factors influencing Consumer Perception**

The ITU describes Quality of Service as “*the totality of characteristics of a telecommunications service that bear on its ability to satisfy stated and implied needs of the user of the service*”.

Network Performance, Terminal Performance, Point of Sale, and Customer Care all impact highly on Consumer Perception of Quality of Service. Further, each area comprises of several factors which are all part of the Consumption Process. There are several kinds of indicators which can be used to prescribe these consumer-related Quality of Service standards. Although these indicators can be utilised for various public telecommunications and subscription broadcasting services, the acceptable standard levels prescribed for these indicators may vary among different types of services. Given the technical complexity of public telecommunications and broadcasting services, there are various Quality of Service indicators for the monitoring and regulation of Concessionaires.

### **3.1.1 Network Performance**

Network Performance, for purposes of this document, is limited to the Quality of Service received or rather, perceived by the consumer, during the Consumption Process with respect to the Consumer's Right to a minimum Quality of Service. Hence, the standards related to consumer related Quality of Service and the indicators provided in Annex A of this Policy are key indicators of the Quality of Service by the network.

Therefore, the Network Performance concept is used for measurement of the performance of network portions that are under individual providers' control.

### **3.1.2 Terminal Performance**

Given that the strict technical term QoS includes many parameters outside the control of the network provider, and thus outside the Authority's remit under the Act, this Policy is limited to Network Performance as opposed to the Terminal Performance and more specifically, the performance of software applications.

The Authority's remit with respect to terminal equipment is limited to ensuring that such terminal equipment meets the technical requirements required to interact with the networks provided by the individual Concessionaires. This function falls under the remit of the Authority's equipment certification activity. Thereafter, adjunct, consumer-facing software is outside the remit of the Authority and concerns related to these aspects should instead be forwarded to alternative consumer protection agencies.

*Outside of equipment certification, terminal performance is beyond the regulatory remit of the Authority. Accordingly, such matters are not included in the scope of this document.*

### **3.1.3 Point of Sale**

The overall consumer experience is not only conditioned by quantitative technical measures given in terms of performance, but also the qualitative aspects which arise at that point where a consumer becomes a customer of a particular service.

In this regard, the first interaction is at the point of sale hence it is necessary for Service Providers to ensure that the experience is of the highest quality by, among other things, providing sufficient information to allow consumers to make meaningful and informed decisions about the services offered. The person's right to information not only includes information related to contractual information, but also includes the person's right to give informed consent to the disclosure of their information to third parties when a customer submits that information.

Service activation is also a key factor in determining the level of customer experience. Indeed effective and timely service activation remains a key aspect of customer service for which competitive advantage is sought. In this context, it is of utmost importance that customers are made aware of minimum standards of efficient service activation at the point of sale stage in the consumption process.

### **3.1.4 Customer Care**

Customer care is the heart of the entire customer experience and has a high correlative factor with the level of a customer's perspective of good quality of service and thus satisfaction. Further, the customer's right to privacy, to fair billing practices, and to protection from unfair and unethical business practices such as price discrimination and slamming are all vital qualitative aspects to consider for meaningful customer experience and are further elaborated in section 5 in this document.

The minimum set of consumer-related Quality of Service indicators, standards and measurement methods that the Authority proposes to adopt have been included in Annex 1 to this document.

#### ***Statement on Consumer-Related QoS Standards:***

*Concessionaires shall be required to comply with the standards set out in Annex 1.*

*The Authority shall continuously oversee and develop the necessary consumer-related Quality of Service standards in order to ensure that Concessionaires maintain an acceptable service standard and to enable consumers to compare the quality of services offered by various Concessionaires.*

*The Authority may review the applicable indicators and standards from time to time, as deemed necessary to adapt to the changing industry landscape. The minimum set of consumer-related Quality of Service indicators, standards and measurement methods that the Authority proposes to adopt have been included in Annex 1 to this document.*

## **3.2 Measuring the Customer Satisfaction Index**

Customer satisfaction surveys may be used to complement other forms of QoS monitoring systems. Although, performance statistics give an insight into technical and service-related performance, they cannot provide a true reflection of consumer satisfaction and prevailing opinions in order to determine whether telecommunication

policy and regulation have enhanced consumer benefits. Feedback on customers' perspectives can further help improve QoS in the industry. In addition to giving a broad picture of the overall level of customer satisfaction in the industry, customer surveys can assist in the identification of specific areas where there are service deficiencies, in order to develop QoS standards and indicators which evolve with consumers requirements and expectations.

In light of the foregoing, the Authority therefore plans to do periodic customer satisfaction surveys.

An important element of its Quality of Service monitoring framework will be the Authority's 'Customer Satisfaction Index' indicator. The Authority will design a methodology for creating such an index, which may be based on periodic customer satisfaction surveys. This index is meant to capture various components of the consumer experience into one single broad measurement.

The Authority understands that, given the limitations of an index to measure qualitative aspects of the consumer experience, this indicator may not be appropriate as a standard, but might be more suitable as a tool to help monitor service quality from a consumer perspective. Concessionaires are urged to recognize that such an indicator would not only assist the Authority in QoS monitoring, but would also enable Concessionaires themselves to gain a qualitative grasp of the prevailing opinions of their subscribers.

***Statement on Customer Satisfaction Index:***

*The Authority proposes to conduct and publish periodic consumer satisfaction surveys to complement its system of QoS standards and monitoring.*

### **3.3 Compliance with Consumer-Related Quality of Service**

In relation to the service quality provided by Concessionaries, indicators and standards are ineffective regulatory tools if not properly administered and monitored. The Authority proposes to apply a number of approaches to ensuring compliance with consumer-related Quality of Service requirements:

1. A disclosure approach, which will involve the publication of actual Service Provider performance against Quality of Service indicators and standards, to provide information to consumers on the quality of service offered by Concessionaires to afford them informed choices;

2. A customer remedy approach, involving the provision of rebates to customers that experience levels of service that fall below the applicable standard levels;
3. An enforcement approach, under which serious and recurring breaches of the minimum Quality of Service standards may be the subject of enforcement proceedings by the Authority under the Act or applicable Concession terms.

The Authority reserves the right to apply any of these approaches, inclusive of a combination of such, in the enforcement of Quality of Service standards. The Authority's Consumer Rights and Obligations Regulations shall outline the issue of compliance approaches in further detail.

***Statement on compliance with QoS standards:***

*The Authority shall require that reports on quality of service be submitted by Concessionaires in accordance with the relevant regulations.*

*The Authority's regulations shall establish the manner in which these reports are to be submitted by Concessionaires, to allow for the ongoing evaluation of service performance against applicable indicators and standards.*

*Compliance shall be ensured using a variety of regulatory approaches, including but not limited to: disclosure, consumer remedies and enforcement.*

### **3.3.1 Notification of Potential Breaches**

Where it discovers through its monitoring activities that a potential breach of the CQoS Framework has occurred, or where a complaint is received which identifies facts which may suggest a breach of the CQoS Framework, the Authority shall undertake an investigation so as to determine whether a breach has been committed through the process outlined below.

1. The Authority shall write to the Service Provider giving notice that the Authority is considering a potential breach of the CQoS Framework, providing at a minimum the following:
  - a. Particulars of the alleged breach,
  - b. Particulars of the provisions of the CQoS Framework and the Concession, where applicable, which are alleged to have been breached,
  - c. Particulars of the possible sanctions which might be relevant to the potential breach, having regard to **section 3.3.3** below,

- d. An invitation to the Service Provider to make any representations to the Authority in accordance with **section 3.3.2** below,
  - e. Any requests for further information required for the Authority's investigation, making reference to the provisions of the Act, any Regulations or authorisation under which the request for information is being made
  - f. An outline of the process for consideration of potential breaches as well as an estimated timeline of the process.
2. The invitation to the Service Provider to make representations to the Authority regarding the potential breach shall be made in accordance with the following:
- a. Where the potential breach is one to which sanctions under any of Tiers 1 or 2 of **section 3.3.3** would apply; the Service Provider shall be entitled to make representations in writing. Such representations must be made no sooner than fourteen (14) days of the Authority's letter of notification.
  - b. Where the potential breach is one to which sanctions under any of Tiers 3, 4 or 5 of **section 3.3.3** may apply, the Authority shall so indicate in its notification. The Service Provider may in such instance make any written representations within twenty eight (28) days of the Authority's notification and may in such written representations request that the Authority convene a hearing at which further representations can be made by the Service Provider to the Authority.

### **3.3.2 Hearings with respect to Potential Breaches**

1. A hearing requested under **3.3.1 (2) (b)** above shall be held within forty-two (42) days of a request to do so and shall be presided over by the Consumer Complaints Committee of the Authority.
2. The Service Provider shall be entitled to have legal representation at any such hearing. The hearing shall be convened by the Authority giving no less than twenty one (21) days advance notice in writing of the date of the hearing. The notice shall state:
  - i. The date(s) on which the hearing shall take place;
  - ii. The location, which shall ordinarily be the offices of the Authority;
  - iii. The panel members;
  - iv. The format which the hearing will take; and,
  - v. The timeframe within which skeleton arguments (if required) and any other documents should be submitted to the Authority in advance of the hearing.

3. The Authority may obtain a report from any expert in respect of the potential breach, however in such case the Service Provider shall be given a reasonable opportunity to consider the report and make representations on any matter contained in it.
4. Representations by the Service Provider should include, where applicable, the findings of any internal investigation of the possible breach that was undertaken by the Service Provider, and any steps taken by the Service Provider to address the possible breach.
5. Where the Authority determines that a breach has been committed by the Service Provider, the Authority shall, in determining the appropriate sanction to be applied, consider any steps taken by the Service Provider to remedy the breach or its effect. Where the Authority considers that the steps taken by the Service Provider are sufficient to achieve the objectives of the CQoS Framework, the Authority may determine that none of the sanctions under **section 3.3.3** below should be applied in respect of the breach.
6. The decision of the Authority shall be communicated to the Service Provider in writing in accordance with **section 3.3.3** below.
7. The Authority may extend any time for the making of any representations or doing of anything set out in this **section 3.3.2**.

### **3.3.3 Graduated Warnings and Sanctions for Breach of the CQoS Framework**

As stated above, warnings and sanctions for breach of the CQoS Framework will be administered according to a tiered system. The principle applied by the Authority in the determination of whether or not a particular breach is a material breach of Concession requires an approach which treats with breaches on the basis of:

- (i) the seriousness of the breach; and
- (ii) the extent to which a particular Service Provider repetitively breaches the CQoS Framework.

Further, the Authority considers that this approach ensures that Service Providers receive fair warning of breaches of the CQoS Framework and thereby enables them to implement proper compliance measures before being subjected to the more punitive sanctions. It also assists in ensuring that any sanction applied is fair and proportionate to the breach.

Where the Authority decides, based on its considerations under **section 3.3.2** above, that a breach has been committed but that the Service Provider has taken adequate measures to address the breach, the Authority shall notify the Service Provider in writing of its decision including the decision that no further sanction is appropriate, and shall publish a copy of the notice on its website.

The following system of warnings and graduated sanctions will be applied for breaches of the CQoS Framework once the Authority has determined, based on the process outlined in **section 3.3.2** above, that a warning or sanction is appropriate. The system starts with a warning and then progresses to sanctions which increase in severity, from the 1st to the 6th breach or tier, according to the number of offences taking place within the previous twelve-month period, on a rising scale.

**Tier 1:- 1<sup>st</sup> Breach, 1st Warning**

The Authority will notify the Service Provider in writing that it has committed a breach of the CQoS Framework. The notification shall contain details of the breach committed and a statement that the notification comprises a 1st Warning.

**Tier 2:- 2<sup>nd</sup> Breach, Public Warning**

- (i) The Authority shall notify the Service Provider in writing that it has committed a breach of the CQoS Framework. The notification shall contain details of the breach committed and a statement that the notification comprises a Public Warning;
- (ii) The Authority shall publish the notification on its website; and,
- (iii) The Service Provider shall be directed by the Authority to publish a notice of the Authority's decision, in the form directed by the Authority.

**Tier 3:- 3<sup>rd</sup> Breach, Monetary Fine**

- (i) The Authority shall notify the Service Provider in writing that it has committed a breach of the CQoS Framework. The notification shall contain details of the breach committed;
- (ii) The Authority shall, under Section 65(1) of the Act, refer the matter as a breach of Regulatory Framework and charge a monetary fine pursuant to that provided for in the Act or Regulation

**Tier 4:- 4<sup>th</sup> Breach, Suspension**

- (i) The Authority shall, under Section 30(1) of the Act, recommend to the Minister the suspension of the Concession for a period of up to three (3) days.
- (ii) The Authority shall publish on its website and in no less than one daily newspaper with circulation in Trinidad and Tobago, a notice containing details of the breach and the sanctions applied.

### **Tier 5:- 5<sup>th</sup> Breach, Termination**

The Authority shall recommend to the Minister, the Termination of the Concession in accordance with Section 30(1) of the Act.

For the purpose of determining the applicable level of warning or sanction for a particular breach, the Authority will consider all breaches that have occurred within the twelve-month period ending with the date on which the breach under consideration was committed.

## **3.4 Rights Relating to Broadcasting Services and Content**

The broadcasting sector is subject to unique standards in the context of the consumer's right to a high quality of service. In the context of free-to-air radio and television broadcasting as the dominant transmission platform, broadcasters are not directly accountable for the customer service aspects of their service to the general public; as consumers do not directly pay for such services. As such, the consumers' rights in this sector relate to the content of such programming. Furthermore, there are distinctions as to the applicability of these rights as it relates to broadcasting content related to basic and advanced packages for subscription broadcasting services.

Issues pertaining to the nature of broadcasting content are evident when one considers the unique pervasiveness of broadcasting as means of communication and as an information distribution channel. In accordance with its statutory duties under Section 18(1)(m) of the Act, the Authority has implemented a process to deal with complaints received from users of broadcasting services. These procedures are outlined in the "*Broadcast Content Complaint Handling Procedures*" as discussed in Section 10.7 of this draft Policy document.

The Authority recognizes that consumers have various fundamental rights in terms of the programming content they are subjected to when they utilise broadcasting services. Adults have the right to access the content they wish to consume, while children have the right to be protected from unsuitable content. To treat with these competing demands, the Authority has developed the *Draft Broadcasting Code for the Republic of Trinidad and Tobago* to address content issues in respect of all broadcasting services, in accordance with Section 79 of the Act.

## **3.5 Radiofrequency Radiation**

The general public should be informed of their right to access information with respect to the effects of human exposure to radio frequency radiation, known as RFR. The

consumer is entitled to information on RFR emissions transmitted by all radio transmitting equipment. The Authority recognizes that this is a contentious issue, and shall take all avenues possible to ensure that the public's right to personal health and environmental standards is respected and protected.

In accordance with the Concession, and frequency spectrum licences issued by the Authority, the Service Provider is required to take proper and adequate measures for the safeguarding of life, property and the environment in its operations.

The Authority has established standards for RFR emissions in its "*Interim Maximum Permissible Exposure Limits for Radiofrequency Radiation in Trinidad and Tobago*". and the document is available for the public to access. Both Concessionaires and spectrum licensees are bound by these RFR standards.

Further, the Authority periodically publishes data on RFR levels emitted by telecommunications infrastructure, so that consumers may be assured that all network equipment complies with the established standards. This data is also updated accordingly on the Authority's website and available for the public to access.

## **4. CONSUMER SERVICE QUALITY INDICATORS RELATED TO NETWORK PERFORMANCE**

### **4.1 The Consumer's Right to a minimum quality of service**

It is not enough just to guarantee the consumer's right to access services and accurate information, unless such services meet acceptable technical standards to facilitate meaningful interpretation of electronic communications. The expectation of a reasonable quality of service not only relates to the nature of the business practices observed by the Service Provider, but also involves technical issues and service efficiency. The consumer's right to a reasonable quality of service can be measured by a set of specific indicators for minimum standards which are monitored to ensure service quality.

The liberalisation of the telecommunications industry of Trinidad and Tobago has benefited consumers significantly by generating lower prices and more choices. Quality of Service (QoS) is an area which is usually less obvious to the consumer, but there is the tacit presumption that Service Providers who fail to meet consumers' requirements and expectations in this area are expected to lose out to their competitors. In principle, a competitive market should therefore guarantee a reasonable quality of service in all aspects of the market. However, where competition conditions may have been deemed to fail to foster this, regulatory bodies may normally implement systems to monitor, report and ensure that quality of service for public telecommunications and broadcasting services do not fall below some minimum threshold.

There have been an increasing number of consumer complaints coming to the Authority, which may reflect consumers' increasing awareness of their rights and the larger role of telecommunications services in their daily lives. Publishing statistics on performance can be an effective way of monitoring QoS. This is based on the principle of minimising information asymmetries between Service Providers and consumers, hence facilitating more informed choices by the latter, and encouraging efficient competition among the former. As evidence of this precedent, operators in Singapore, Australia, the UK, the US and Canada are all required to submit performance statistics to their respective regulators.

Performance indicators should provide meaningful information to consumers, but at the same time should not require a disproportionate amount of resources for the Service Provider to produce. Publication of comparative performance statistics by regulators encourages Service Providers to strive for higher levels of QoS and stimulates competition in the market in non-price indicators. Public awareness of service standards puts pressure on Service Providers to improve performance.

To facilitate easy comparison and analysis amongst different Service Providers, providers will be required to report statistics in accordance with a standard format outlined by the

Authority. The Authority does not envisage that reporting performance statistics would unduly increase the costs incurred by Concessionaires as Service Providers are expected to measure and monitor their performance, as part of their management control system, regardless of monitoring by the regulator. Indeed, such internal monitoring is essential to ensure that Concessionaires are meeting their service quality targets to their customers and are in compliance with their Concession obligations. Under such a QoS monitoring framework, Service Providers with excellent performance may make use of their performance statistics as a powerful marketing tool for attracting new customers and building up brand images and reputations. Such marketing provides substantial value in an environment where consumers are becoming more proactive and more aware of their rights.

Another regulatory approach is to set minimum performance standards for operators to comply with, and imposing penalties on operators for non-compliance. Consumer surveys are also used in some jurisdictions for monitoring QoS and the general level of customer satisfaction. In markets of sufficient size and with effective competition, market-wide QoS standards may be developed by the market, requiring no need for the regulator to set standards for QoS. In such a market, consumers only need to know the QoS performance of respective providers, with the complementary information on service prices and choices, so that they can make informed decisions. The Authority considers the small size of the market of Trinidad and Tobago as not conducive to a large number of operators, and recognises that competition is not developed enough to guarantee satisfactory QoS standards if these were set solely by industry. Consequently, the Authority proposes to implement a system of minimum standards rather than allowing the industry to create its own standards through the force of competition only.

***Statement on Consumer-Related Network Quality of Service:***

*The Authority considers that given the characteristics of the domestic telecommunications and broadcasting industry, it is in the best interest of consumers for the Authority to develop a system of minimum Quality of Service (QoS) standards, to which Concessionaires should adhere.*

*The Authority proposes to publish periodic comparative Quality of Service reports and to require that Concessionaires periodically submit Quality of Service statistics in accordance with a standardised format to be outlined by the Authority.*

## 4.2 General Methodology of determining Consumer-related network QoS

The Authority recognizes that many of the network related quality-of-service statistics are measured by the operational metrics systems established by operators. While there may be the expectation that the application of these operational measurements (OM's) would be used to establish network-level profiles of these indicators, the Authority is also aware that the formulae used in compiling these OM's may vary between both operators and network equipment vendors based on the technologies used, and the level of granularity and specificity required. This factor-based approach of determining quality of service may prove challenging to manage going forward.

To harmonise the approach to the methodology of information collection, and ensure that in determining compliance to a standard, a level playing field is established in an environment that would include the deployment of diverse network technologies; the Authority proposes a consumer-oriented, outcome-based approach to metric collection and performance assessment. By this methodology, the actual end-user experience is assessed and the impact of the various network-measured factor-inputs is subsumed within the overarching customer-centric measured output.

It is envisioned that this approach would eschew technology and vendor-specific approaches which would require the application of carrier-specific or vendor-specific formulae. This is preferred, as market experience suggests that proprietary means of metric determination implemented by each vendor would be subject to challenge as to whether the utilised factor-input formulae would appropriately compare like inputs. The Authority's customer experience-centric approach would be geared to determine system-wide effective performance in a statistical context – requiring the determination of actual network performance, as received at the consumer terminal equipment, for a statistically significant sample of users for a given period of time.

This general methodology is expected to benefit this Consumer Quality of Service (CQoS) framework in a number of ways:

- (i) the output metrics cited by the Authority would be directly related to the actual service quality experienced by the consumer, eliminating esoteric rationale which may otherwise need to be applied to convert the metric to reflect actual consumer experiences;
- (ii) this approach would thereby establish a harmonised standard where the specific factor-inputs into the benchmarks or service quality metrics are less likely to change over time, bringing predictability to the regulatory regime, as

well as clarity to the expectations of both the Service Provider and the consumer; and

- (iii) this approach would provide comfort to Service Providers that they are all being measured equitably and transparently.

### **4.3 Metrics of interest for Consumer-related network QoS**

The Authority's rationale for establishing minimum quality-of-service reference standards is geared to ensure that the consumer experience is not compromised in the use of the provided service. As stated in **Section 3.1.1** above, these metrics should be limited to those elements reasonably considered under the control of the Service Provider up to the terminal equipment used by the consumer.

Further, the Authority posits that the quality of the telecommunications service provided to its customers has an associated impact on the quality of service experienced by all potential users of the service – as an example, the quality of service offered to any particular customer also impacts the quality of communications between that customer and consumers of services offered by competing Service Providers where there is inter-network communication.

Given the continued thrust to ensure ubiquitous service to all consumers that are of competitive standards to that offered internationally, the Authority sees the Consumer Quality of Service framework as a key tool in ensuring that such strategic pre-requisites are maintained as parallel programmes such as Universal Service – geared to resolving the access gap - are deployed. Accordingly, these indicators provide minimum engineering parameters to be used in the sizing of network deployments, as well as guide other design parameters with respect to overall network architecture.

In light of the discussion above, the Authority is concerned primarily with outcome-based considerations which are impacted by the following general performance indicators:

**Table 2: Network QoS Key Performance Indicators**

<b>Outcome-based Consideration</b>		<b>Key Performance Indicator</b>	
(i)	Quality access to telecommunications services	(a)	Public payphone availability
		(b)	Service Access Delay
		(c)	Grade of Service/ Service Accessibility
(ii)	Quality maintenance of telecommunications services	(a)	Speech transmission quality
		(b)	Dropped Call Rate
		(c)	Call Setup success rate
		(d)	Message Sending Time/ Delay time
(iii)	Quality services that reasonably delivers the advertised and expected parameters of the provided service	(a)	Available bandwidth to consumer

The specific proposed standards for each of these performance indicators are outlined in Annex A1.2 and Annex A1.3

It should be noted that the standards for quality maintenance of broadcasting services will be defined in a subsequent policy framework to be published by the Authority.

## **5. CUSTOMER SERVICE QUALITY INDICATORS AT THE POINT OF SALE**

### **5.1 The Consumer's Right to Information**

#### **5.1.1 General Principles**

A liberalised telecommunications market is dynamic, highly competitive, and characterized by innovative and diverse services, rapidly changing technologies, and a high public profile. The ability of persons, including the differently-abled, to choose and decide amongst similar services may be challenging in such an environment. Nevertheless, consumers should be able to make informed decisions, once the relevant information is available. The realisation of an informed public warrants the establishment and maintenance of standard industry practices in relation to the provision and timely dissemination of information by Service Providers. Similarly, it is expected that a competitive market for subscription broadcasting services will provide sufficient information to foster an informed public.

Most modern consumer legislation attempts to rectify the inequality in bargaining power between the consumer and the Service Provider. Notwithstanding the provisions of the Consumer Protection and Safety Act 1985, dissemination of information for public telecommunications and subscription broadcasting services requires specific attention.

Information asymmetry is a circumstance that exists when one agent within the market has greater access to information than another agent, thus giving that agent greater bargaining power and enabling it to make better decisions. Such information can relate to a wide range of factors including market prices, service costs, comparisons of providers' services, information on service quality, particular consumer patterns and tastes, and emerging trends within the market. An equal command of market information (Information Symmetry) is an important pre-requisite for the efficiency of a liberalised market. In a typical market environment, the Service Provider has greater access to information than the consumer.

Without proper information, consumers may make poor decisions and can be unfairly exploited. Also, Service Providers may be unable to address changing tastes and preferences. Overall, there is a failure of the free market when consumers do not have access to clear, accurate, complete and up-to-date information.

As a regulatory body, the Authority is justified in intervening in the market in instances where information may be unavailable, unreliable, inadequate, false or misleading. Possible instruments of such intervention may include:

- The periodical publication of a Customer Bulletin by the Authority

- The publication of objective tariff comparisons by the Authority
- The requirement for Concessionaires to establish Customer Charters

***Statement on consumer access to information:***

*Concessionaires shall provide sufficient information reasonably required to make informed consumption decisions. This information must be given adequate prominence to ensure that it reaches the attention of the general service consuming public (including, as far as practicable, differently-abled consumers) and provided in a manner that is not confusing, misleading or deceptive.*

*Additionally, the Authority proposes to institute measures that would facilitate greater access to information by consumers to assist them in making informed buying decisions. Such measures may include, but may not be limited to, the periodical publication of customer bulletins and the publication of objective tariff comparisons.*

**5.1.2 Timely Provision of Information**

The changing environment of the telecommunications sector is such that a customer of a given service may access that service remotely from the location or network in which it is primarily provided. Such service provision, for example international roaming, is based on the resale of basic telecommunications services to the customer by a carrier on behalf of another. This, unlike “slamming” discussed later, is usually with the general knowledge of the customer.

The prevalence of this approach to service delivery has warranted consideration in international fora of appropriate trans-national mechanisms to ensure that the customer’s right to information at the point of sale is emulated at that point where the customer is offered the resale (e.g. roaming) service so that there is sufficient knowledge of at least rates (if not other terms and conditions) associated with that service to facilitate appropriate purchasing decisions. It is envisioned that this approach will:

- reduce the instance of “bill shock” associated with unintended charges being accrued unwittingly by customers;
- encourage effective competition in the resale/ roaming sub market and in so doing encourage innovation and further improvements in the service value proposition offered;
- facilitate the safety of consumers, both indigenous and visiting, in a manner that is consistent with the general public benefit.

In that regard, it is proposed that, in accordance with international standards,

- a) the home Service Provider of the customer should be responsible for informing its customers in a timely manner of at least the rates associated with the resale/roaming services that would apply where the customer accesses its services via resale/roaming. The home Service Provider will have a variety of channels through which this obligation can be achieved – varying from comprehensive rate schedules made available through websites, to messaging the customer in question so that they are informed of their options when intending to utilise such services.
- b) the serving Service Provider should be responsible for informing consumers, including roaming consumers, free of charge and in reasonable time of the contact numbers for emergency services in Trinidad and Tobago. The Service Provider so obligated may meet this obligation through direct (such as messaging information to consumers) and indirect (such as through prominence in advertising) methods.

***Statement on Timely Provision of Information:***

*Concessionaires shall provide free-of-charge, transparent, up-to-date and accurate information to customers of telecommunications services, including customers roaming domestically or internationally, relating to the cost of such services, emergency service contact information, and such other information as prescribed by the Authority.*

**5.1.3 The Customer Charter**

The intention behind the creation of a Customer Charter is to have the Service Provider collate its customer-related policies and information in one document, so as to facilitate ready access to such information by customers and, where necessary facilitate the ready identification by the customer where an update to this information is warranted. The requirement for a Customer Charter is not new. Condition C25 of the Concession granted to all providers of public telecommunications services states:

*“The Concessionaire shall prepare and provide to its employees a customer charter which at a minimum conforms to all relevant regulations made under the Act, and decisions made in any dispute resolution process under the Act in relation to its subject matter.”*

Condition C26 of the Concession also requires that the customer charter be published in the manner referred to in Condition C4, which itself outlines the channels through which the Charter should be made available including:

- (i) Publication on the Service provider's website;
- (ii) Displaying same at any publicly accessible part of the Service Provider's principal place of business and all public offices; and
- (iii) Making a copy available to any person on demand, where the Service Provider may levy a charge of no more than the reasonable cost of printing and/ or sending the copy to the person requesting.

Concessionaires are therefore already required to produce such information for consumers of public telecommunication and subscription broadcasting services. The Authority reiterates this obligation of public telecommunications and subscription broadcasting Service Providers. However, such a Charter will not be a requirement for free-to-air broadcasters.

Further, in accordance with the Universal Service programme, the Customer Charter shall be made available in audio and braille formats, or any other specified format for differently-abled individuals. In accordance with that programme, mechanisms shall be established by the Authority to defray the cost of making such differently-abled versions of the Charter available to the public.

The Authority wishes to further elaborate on the obligation by requiring that the information provided by a Service Provider in its Customer Charter should be relevant, coherent, updated and accurate with regard to, among other things:

- Business name, and general company information;
- Policy on waivers, compensation and pay-back conditions, where applicable
- Policy with respect to general billing practices, late payment penalties, disconnection, and the circumstances which may warrant such;
- Customer Privacy policy;
- Complaint resolution policy; and
- Policy with respect to any technical support or repair services as well as any procedure for reporting lost and stolen equipment.

Where these matters are not detailed in the Customer Charter, the Charter should clearly reference the appropriate customer documents, which are also readily and publicly available, to facilitate access to such information.

***Statement on the Customer Charter:***

*Providers of Public Telecommunication Services or Subscription Broadcast Services shall establish a Customer Charter, which is to be approved by the Authority.*

*The consumer has a right to access a Concessionaire's Customer Charter and a Concessionaire must ensure its Customer Charter is:*

- published on its website,*
- displayed at any publicly accessible part of the Concessionaire's principal place of business and all public offices, and*
- made available upon request to any member of the public, for which the Concessionaire may levy a reasonable charge.*

*The Customer Charter must contain all the necessary information to enable the general public to make rational and informed decisions, and shall be used as a synopsis of the Concessionaire's commitments to a customer.*

*In accordance and pursuant to the Universal Service Programme, the Customer Charter shall be made available in audio and Braille formats, or any other specified format for differently-abled individuals.*

*The Customer Charter should at minimum, supply relevant, coherent, updated and sufficient information, regarding the Concessionaire's:*

- Business name, and general company information;*
- Policy on waivers, compensation and pay-back conditions, where applicable;*
- Policy with respect to general billing practices, late payment penalties, disconnection, and the circumstances which may warrant such;*
- Customer Privacy policy;*
- Complaint resolution policy; and*
- Policy with respect to any technical support or repair services as well as any procedure for reporting lost and stolen equipment.*

**5.1.4 Contractual Information**

The contract is the definitive document which dictates the nature of the Service Provider-customer relationship. The process of contract negotiation is one scenario in which the Service Provider may have greater bargaining power because of greater access to and

command of information. This is thus an area where the prospective customer may be placed at a disadvantage.

Prospective customers are usually presented with a large amount of complicated information when signing contracts for mobile telephone, fixed line telephone, Internet and subscription broadcasting services. A customer of public telecommunications or subscription broadcasting services should therefore have the right to a clear and easily understood contract which includes, but may not be limited to, the following information:

- Date and location where the agreement is made;
- Names, titles and addresses of the agreement parties;
- Liabilities of parties;
- The commencement date of the contract, agreement period and termination date of the agreement;
- The conditions and term of renewal of the service contract, if applicable;
- How the customer is to be notified of changes to the contract;
- The events that give rise to a right to terminate early, if applicable, any penalties associated with such, and the rights of each party to early termination rights;
- The minimum period and the manner for notification of termination, if applicable;
- Definitions of services provided, as well as the time for the initial connection;
- Channels for customer to obtain current information about the tariff changes;
- Complaint handling mechanisms and procedures for initiating such mechanisms;
- Whether there are any penalties in the contract, the nature of the penalties, and the circumstances in which a penalty would be imposed on the customer;
- Information about the needed technical equipment and accessories for the subscriber to get the service;
- Date of approval by Authority if the agreement requires approval.

Fairness also has to do with the way that a contract is explained by a salesperson or customer service representative, as well as the ability of a potential customer to access other relevant information to aid in the explanation of the contract. The Service Provider is obliged to train their salespersons and customer service representatives, to provide accurate, relevant information to the prospective customer, including in accordance with the Concession agreement, informing its customers in general terms whether there are alternative competitive providers of that service in the market.

In accordance with Concession Condition C23, the Authority shall continue to require Concessionaires to annually submit for approval standard form contracts, or forms of agreement for their services, to ensure that they do not cause an undue imbalance in the parties' rights and obligations arising under the contract, to the detriment of the customer. The approval from the Authority shall not be unreasonably withheld.

Contracts should be prepared such that the text is readily discernible by the average consumer under normal conditions. Accordingly, due care should be given to ensure:

- (i) the font size affords legibility of the text, and
- (ii) necessary consideration of font colour/ background combinations so as to minimise negative impact on those persons with either monochromacy, dichromacy or anomalous trichromacy (forms of colour blindness).

It should be strictly obligatory to give one signed copy to the customer upon subscribing to a service. Concessionaires should give the subscriber the explicit opportunity to accept or deny the approval of receiving voice or written messages which are used for the advertisement of the Service Provider itself or other third party.

Under their Concession, Service Providers are not permitted to bundle services into a single tariff without also offering each individual service under separate tariffs, unless specifically approved to do so by the Authority. Additionally, customers should have the option to obtain services and equipment either under contracts of different durations (e.g. six months, a year, or three years), or without any minimum term (i.e. the customer should be penalised if they cancel their contract before a specified time, such as one year). This is to ensure those consumers are guaranteed a diverse choice of services and flexibility in the contractual agreements. These obligations shall be reinforced after the implementation of this Policy and its associated regulations.

In respect of electronic contract submissions (for example, services which may be subscribed to online), the Service Provider must ensure that the customer is given the option to print the terms and conditions, and, in accordance with the Section 22(b) Electronic Transactions Act, is clearly given the choice of accepting or rejecting these terms, as well as to review the contract in its entirety before finalising consent, within the electronic mediating interface.

In order to ensure that the rights of the consumer are protected with regard to contractual agreements, the Authority has developed a non-exhaustive list of unfair contractual terms, as contained in Annex 2 of this document.

***Statement on contractual information:***

*Contracts shall be made available to customers which outline all relevant provisions under which services are to be provided.*

*Where Concessionaires provide services to customers pursuant to subscriber contracts, they shall ensure that such contracts are made available and clearly and accurately explained by representatives of the Service Provider before the customer commits to the relevant service.*

*The consumer has a right to receive from Concessionaires, clear, correct and complete information in service contracts, inclusive of all details which are relevant to service provision and the subscriber's interests.*

*The Authority shall require Concessionaires to annually submit for approval standard form contracts, or forms of agreement for their service, such approval to not be unreasonably withheld.*

*Service contracts must therefore include at a minimum:*

- *Date and location where the agreement is made;*
- *Names, titles and addresses of the agreement parties;*
- *Liabilities of parties;*
- *The commencement date of the contract, agreement period and termination date of the agreement;*
- *The conditions and terms of renewal of the service contract, if applicable;*
- *How the customer is to be notified of changes to the contract;*
- *The events that give rise to early termination and, if applicable, any penalties associated with such, and the rights of each party to early termination rights;*
- *The minimum period and the manner for notification of termination, if applicable;*
- *Definitions of services provided, as well as the time for the initial connection;*
- *Content of the tariffs and the ways to learn current information about the tariff changes;*
- *Complaint handling mechanisms and methods of initiating procedures for such mechanisms;*
- *Whether there are any penalties in the contract, the nature of the penalties, and the circumstances that would warrant a penalty being imposed on the customer;*

- *Information about the needed technical equipment and accessories for the subscriber to get the service;*
- *Date of approval by the Authority if the agreement requires approval.*

*Subscriber contracts must be clearly readable, with Concessionaires applying due care with respect to type size and type/background contrast to ensure same.*

*Concessionaires shall be obliged to give one signed copy to the customer upon subscribing to a service.*

*Concessionaires should give the subscriber the opportunity to accept or deny the approval of receiving voice or written messages, which are used for the advertisement of the Concessionaire itself or other party.*

*The Authority shall encourage Concessionaires to uphold strict ethical standards for contract drafting and negotiation, and Concessionaires shall not use unfair contract terms in contractual agreements.*

*Concessionaires allowing customers to subscribe to services by electronic channels must ensure that the potential customer is given a clear option of accepting or rejecting the terms of service, and the option to print the relevant terms and conditions if so desired.*

### **5.1.5 Contract durations**

With regards to the terms of contracting, the Authority deems it necessary to stress the obligation of Concession Condition C20 which states:

*“... where a user contract contains a minimum term which exceeds twelve (12) months, the user shall be provided expressly with the option to obtain the same services and equipment under a contract without any minimum term. The user shall also be given the option to obtain the same services and equipment under contracts with shorter minimum terms and the increment between the minimum terms of the options offered shall not exceed twelve (12) months.”*

These concession obligations shall continue to be in effect after the implementation of this Policy and its associated regulations. The Authority proposes to reinforce this Condition by requiring Concessionaires to ensure that customers' contracts, which contain a minimum term exceeding twelve (12) months, is explicit in providing the option to obtain the same services and equipment under a contract without any minimum term.

The Authority also proposes to require that the Service Provider give the consumer the option to obtain the same services and equipment under contracts with shorter minimum terms and shall ensure that the increment between the minimum terms of the options offered shall not exceed twelve (12) months.

In that case, any subsidy remaining must be paid by the customer to the Service Provider and this must be carried out at the same time and place in which the termination of contract request is made.

***Statement on Contract duration:***

*The Concessionaire shall ensure that consumer contracts containing a minimum term which exceeds twelve (12) months shall be provided expressly with the option to obtain the same services and equipment under a contract without any minimum term.*

*The Concessionaire shall also give the consumer the option to obtain the same services and equipment under contracts with shorter minimum terms and shall ensure that the increment between the minimum terms of the options offered shall not exceed twelve (12) months.*

**5.1.6 Modification of Contracts**

Amendment of standard contracts requires approval by the Authority. This gives the Authority an opportunity to evaluate whether intervention may be necessary against any potential infringement of the consumer's rights. Accordingly, where within an annual return, a Service Provider seeks to modify its standard contract, the Service Provider shall forward the revised contract to the Authority for approval before offering same to the general public. The Authority shall not unreasonably withhold approval of a modified standard contract.

It is essential that customers be informed of their rights, and the relevant procedures, to withdraw from a contract if they do not accept the proposed amendments to service conditions. Concessionaires must inform consumers about contractual changes before such changes go into effect. This should be done by means which would ensure that all affected consumers are informed in due time, inclusive of the use of short text messages, Internet, media advertisements, or notices sent by post.

Consistent with Concession Condition C8 and the Pricing Framework, the Authority must be given notification of the tariff change thirty (30) days prior to notification being given to the public; however the Authority may waive this period in instances where the Authority is of the opinion that circumstances warrant its waiver.

In instances where a customer wishes to change their choice of service package before the predefined billing period, the applicable change in service and tariff should go into effect, for the latest, at the beginning of the subsequent billing period. The charges for the period, in which the service was switched, should be pro-rated according to the lengths of time for which the services were used, applying the respective tariffs.

***Statement on Modification of Contracts and Tariffs:***

*Where within an annual return a Service Provider wishes to modify its standard contract, the Concessionaire shall submit the revised contract for approval, such approval to not be unreasonably withheld.*

*In instances where a Service Provider wishes to amend a contract, the customer must be given at least thirty (30) days' notice. Customers have a right to withdraw from a contract if they do not accept the proposed amendments to service conditions, and should be informed of the procedures to do so.*

## **5.2 The Customer's Right to Efficient Service Activation**

### **5.2.1 Service Activation**

Upon selecting a Service Provider, and agreeing to a contract on the provision of service, the consumer (now a customer) has a right to efficient service activation. This means that the customer should have functional access to the service within a reasonable time-frame.

The Authority has noted that complaints of long waiting periods for service acquisition, and service reactivation, persist as prevalent consumer problems in the domestic market. The Authority holds the view that the time-frame between the establishment of a contract for service provision and service activation should not be more than the maximum time-frame in the relevant Quality of Service standard. When a customer with an existing contract has been disconnected from the provided service (see **Section 8.4** on 'Disconnection of Services'), service reactivation should take no longer than 24 hours from the time of the settlement of the dispute which resulted in disconnection. The Authority proposes that the following service standards should apply to service activation and re-activation.

The Authority also notes complaints received from customers of certain practices in the provision of installation services which may be described as less than satisfactory. These complaints include matters relating to untoward ancillary damage to customer premises. While the Authority appreciates that the provision of installation services may

be outsourced by a given Service Provider, the Authority is of the view that the Service Provider retains some responsibility for the action of its agents. In this regard, best practices should be adhered to, so as to minimise any deleterious effects to consumer property or premises in the provision of installation services.

***Statement on Service Activation:***

*The consumer has a right to timely service activation (and re-activation) as quantified by the relevant Quality of Service standards outlined by the Authority.*

*Where installation is required at customer premises, the Service Provider shall employ best practice in undertaking same to minimize any negative effect on customer premises.*

### **5.2.2 Customer Equipment**

Customer Equipment (CE) is any terminal and associated apparatus connected to a telecommunications or broadcasting network, including any apparatus or equipment up to the demarcation point. CE can refer to both devices purchased by the subscriber and provided by the Service Provider. All consumers of telecommunications services need a reliable access point as well as a CE. A consumer of telecommunications or broadcasting services must have access to a CE in order to utilise any telecommunications or broadcasting service.

There must also be requirements for the provision of CE for subscription broadcasting services, and telecommunications services not classified as ‘basic’ under the Universal Service Framework.

In the following discourse, ‘onus of provision’ means the obligation to offer the provision of at least one CE per subscription as a minimum requirement within standard service contracts.

Although the Authority recognizes CE provision as essential for access to services, it must be considered that certain classifications of CE are readily available, and as such should not necessarily be the obligation of the Service Provider to provide. As an example, traditionally, the Service Provider was considered to have superior access to equipment supply chains and technical expertise, and as such the customer was provided with a CE – the fixed telephone unit. To some, this is no longer the prevailing sentiment as the standardised nature of the telephone unit, along with the development of robust retail channels have created a landscape where there is significant choice and opportunity available to the consumer to purchase their own telephone unit. Accordingly, there is precedent in the unbundling of the provision of the telephone unit from the obligation to provide network connectivity to the location. This philosophy of disaggregated network

and CE provision mirrors the paradigm in the mobile telecommunications space, where the acquisition of mobile handsets (the CE) has long been disaggregated from the provision of telecommunications services.

Notwithstanding these developments generally, the Authority must also be mindful of two factors in its consideration of the onus of provision of fixed telephony services. First, there is the consideration of Service Providers deploying non-traditional networks for which there is not as robust an independent retail market for CE acquisition. Secondly, there is the consideration of those marginalised groups who may not, for one reason or another, have access to the options in the acquisition of fixed telephone units. In these instances, there may be the real requirement to provide the CE to the customer. Accordingly, it is proposed that the onus of provision, or at least offer, of CE remains with the fixed telephony Service Provider.

Where a customer chooses to privately obtain their own CE, once such CE is fully compatible with the Service Provider's network and is not in violation of the consumer's obligations, they should not have to incur the cost of mandatory CE provision from the Service Provider. For such services, the Service Provider must explicitly make this option known to a potential subscriber, and the option for CE provision at the customer's request must be clearly outlined in the customer's contract under the relevant section about service activation.

It should be noted that, although the consumer may in some instances choose to provide their own CE (equipment which facilitates access), the Service Provider is always obligated to provide a functioning **access point**. For example, although a consumer may choose to provide their own telephone for fixed line telephone service, the Service Provider must provide a functioning terminal jack as access point. Similarly, for mobile telephone services, the Service Provider is obligated to provide a customer with a Subscriber Identity Module Card (SIM Card) as the access point, while the customer may choose to provide their own CE (mobile handset).

The following is an outline of the types of CE applicable to various services. The onus of provision refers to the instances where mandatory CE provision is required.

**Table 3: Onus of Provision of Customer Equipment**

<b>Type of Service</b>	<b>CE</b>	<b>Onus of provision</b>
<b>Telecommunication Services</b>		
Fixed-line Telephony	<i>Telephone</i>	Concessionaire
Mobile Telecommunications	<i>Mobile handset</i>	Consumer
Dial-up Internet	<i>Dial-Up Modem</i>	Consumer
Digital Subscriber Line	<i>DSL modem</i>	Concessionaire
Cable Internet	<i>Cable modem</i>	Concessionaire
Satellite Internet	<i>Satellite receiver</i>	Concessionaire
Broadband over cellular network	<i>Wireless Access Point</i>	Concessionaire
<b>Broadcasting Services</b>		
Free-to-air Radio Broadcasting	<i>Radio receiver</i>	Consumer
Free-to-air Television Broadcasting	<i>Television set antenna</i>	Consumer
Cable Television Broadcasting	<i>Set-top Box</i>	Concessionaire
Satellite Television Broadcasting	<i>Satellite receiver</i>	Concessionaire

In any case, where the Service Provider is to provide the consumer with a CE, the terms and conditions related to the use and ownership must be clearly outlined in the service contract. The customer should be explicitly told, at the time of entering into a service agreement, whether usage of the CE is under rental or ownership terms. Further, where the Service Provider provides a CE to the consumer, the applicable tariff shall clearly state the price of the equipment (and installation of same, if necessary) separately from the charges for the service.

A common practice associated with the resale of customer equipment is the provision of CE associated with longer term plans at a significant discount. In the instance that the customer seeks to prematurely terminate the contract, the Service Provider charges as a penalty, among other things the subsidy provided on the purchase of the CE. This has the effect of tying the CE, and the customer to that network's services for the life of the service agreement, and beyond. With regard to this practice, the Authority recalls the obligation of Concession Condition C20 (b) which states:

*“Where a user contract, ... contains a minimum term, any penalty for early termination of the contract shall be in respect only of any subsidy provided*

*by the Concessionaire to the user under or in connection with the contract, and shall be pro-rated over the term of the contract.”*

The Authority proposes to reinforce this Condition by requiring Concessionaires to apply the amortisation method used by Service Providers in terms of the pro-rated subsidy of the post-paid consumer CE as a standard straight line method and that such must be clearly specified in the consumer contract. This ensures that upon early termination of a contract, the customer pays no more than the accumulated balance of the subsidy granted to the customer on purchasing the handset, and further ensures that the amortisation method is not unduly skewed to the Concessionaires' benefit.

These Concession obligations shall continue to be in effect after the implementation of this Policy and its associated regulations.

***Statement on Customer Equipment:***

*A provider of fixed telecommunications, broadband and/or subscription broadcasting services shall make available to the customer at least one (1) CE (or the option to receive such as the case may be) and relevant access connection per subscription.*

*A provider of mobile telecommunications services, and free-to-air broadcasting services should not have the onus of provision of CE in the provision of service.*

*The terms and conditions relating to the provision and use of a CE must be clearly outlined in the customer's service contract, inclusive of any applicable rental charges.*

*Where a customer of fixed or mobile telephone services chooses to privately obtain their own CE, they shall not be obliged to incur the cost of mandatory CE provision, once such CE is fully compatible with the Concessionaire's network as certified by the Authority, and is not in violation of the consumer's obligations.*

*Where a customer service contract contains a minimum term, any penalty for early termination of the contract shall be in respect only of any subsidy provided by the Service Provider to the user under or in connection with the contract as it relates to the CE, and such shall be pro-rated over the term of the contract in accordance with a straight line amortisation method.*

**5.2.3 CPE for Differently-Abled Persons and Priority Assistance Services**

The ability of a nation to cater for its members, including those who are unable to access amenities because of physical or mental differences, is a cornerstone of a strong society.

The universal provision of basic telecommunications services must not discriminate persons from any particular demographic (e.g. from a certain community, or the aged, or the differently-abled).

Differently-abled persons (i.e. those with visual, speech or other physical impairments) should be provided with access to basic telecommunications services in a manner that meets their special needs. These services should also be provided on terms and circumstances comparable to those provided for persons without disabilities. The Authority's Universal Service Framework shall outline the obligations of Concessionaires with regards to the provision of CPE to assist differently-abled persons in utilizing essential telecommunications services.

The manner in which costs will be recovered for fulfilling universality obligations shall also be prescribed in the Universal Service Programme.

The Authority holds that individuals with diagnosed life-threatening medical conditions, who request it, should be given priority assistance services by providers of public telecommunications services.

Such individuals may be at risk of suffering a rapid, life-threatening deterioration in their condition, so they depend on a reliable telephone service that facilitates calls for assistance. These priority assistance arrangements would require providers of public telecommunications services to provide the highest level of service assurance available to such consumers for repairs and service connection for telephony services.

The notion of 'priority assistance' includes, but is not limited to, the following objectives:

- The effective identification of priority consumers;
- Expediting the connection to such persons of telephony services;
- Maximising the reliability of telephony services of such persons;
- Expediting the restoration of service to such persons in the event of a fault;
- Expediting the supply to such persons of an interim or alternative service, with functionality comparable to their normal telephone service, where connection or repair cannot be completed within the set timeframes;
- Ensuring that persons eligible for this service are fully informed of such;
- Ensuring there are adequate processes and systems to support priority assistance services; and
- Ensure that mass service disruptions are assessed, declared and notified to these consumers more quickly.

***Statement on CE for differently-abled persons and Priority Assistance Services:***

*A telecommunications Service Provider shall make available to differently-abled persons, access to basic telecommunications services and appropriate CE in a manner that meets the special needs of such persons, on terms, and in circumstances, that are comparable to those for which other nationals have access to basic telecommunications services, in accordance with the Universality Regulations.*

*In accordance with the provisions of the Universal Service Programme, Concessionaires shall receive reimbursement for the provision of services as outlined above, where the user is identified in a National Registry for differently-abled persons as developed by the relevant State Agency.*

*Priority Assistance Services should also be made available by Concessionaires and provided upon request to individuals with diagnosed, life-threatening medical conditions, who depend on a reliable telephone service that would facilitate calls for assistance when needed. Concessionaires should use their best efforts to accommodate priority customers.*

**5.2.4 Mobile Handset Locking**

In cases where a consumer's equipment is 'locked' into their existing provider's network, the fact that such equipment is unusable is a further disincentive to switching providers. Locking refers to built-in restrictions in equipment, which constrains the device to usage on only the Concessionaire's network. This issue particularly relates to the mobile market. If a consumer has to incur the cost of purchasing a new handset, the cost of switching providers increases, hence restricting competition. It is therefore in the best interest of both consumers and competition to minimize the costs associated with phone unlocking, so that subscribers do not have to purchase new equipment when switching providers.

A customer's mobile handset which has been locked or restricted so as to access only the Service Provider's network or service supplied to a user, should be unlocked by the Service Provider, free of charge, when that customer's contract with that Service Provider is terminated. The Service Provider shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted so that only users who have entered into a service contract with the Service Provider can utilise the equipment.

It should be noted that phone locking does have a legitimate role in the industry, as Service Providers may choose to lock equipment to mitigate the possibility of arbitrage across markets. The solution which best balances the rights of Service Providers and

consumers is to minimize the cost of phone unlocking, and to ensure that such can be done in a timely, cost effective and efficient manner via the simplest process possible. Currently, Concession Condition C21 states:

*“Where terminal equipment which has been locked or otherwise restricted so as to access only the Concessionaire’s network or service is supplied to a user, the Concessionaire shall, upon termination of the relevant user contract in accordance with Condition C20<sup>3</sup>, and free of charge, remove such lock or restriction. The Concessionaire shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted to any user who has not entered into a service contract with the Concessionaire in respect of such equipment.”*

In the market for ‘pre-paid’ services, the non-existence of an explicit and formal contract in some instances has led some to argue that this poses a restriction on the customer’s ability to access phone-unlocking services. The Authority disagrees with this interpretation of the Condition as a pre-paid user is a “customer” of the Service Provider and thus bound by an explicit (and implicit) contract. Accordingly, the provisions of C20 should apply if there is any subsidy associated with customer equipment issued with that service, such should be eligible to benefit from the assurances provided by C20. Alternatively, if one argues that a pre-paid customer is not in any contract, C21 of the Concession prohibits the sale of locked CPE’s without a contract. So in any case, from the Authority’s perspective, there should not be an instance where the pre-paid customer’s handset is not unlocked, either initially, or in response to a request by the customer.

For the avoidance of doubt, the Authority proposes that the provisions of Concession Condition C20 be extended to all service packages; pre-paid or post-paid. Accordingly, once a customer decides to leave a Service Provider (hence terminating any relevant contract of service), they must be provided a guarantee that their handset will be unlocked immediately and without charge (once such handset was provided by the Service Provider), irrespective of whether that customer was a pre-paid or post-paid subscriber.

The Authority proposes that phone-unlocking services should be offered at all locations in which a customer can terminate a contract, and such must be done at the time of service switching or contract termination. For the avoidance of doubt, a customer may not be entitled to request phone-unlocking without charge if their account is in arrears, or is suspended pending the resolution of some dispute relating to debt.

---

<sup>3</sup> Concession Condition C20 addresses the issue of service contract duration and contract termination.

The Authority wishes to advise consumers to be wary of third parties which offer independent unlocking services. If a party offering unlocking services is not an authorised dealer or servicer of equipment, the consumer risks voiding the warranty of their handset. For the avoidance of doubt, Concessionaires are not permitted to lock any equipment which is supplied outside of service provision, as currently stipulated in Concession Condition C20. The Authority shall further pursue any other initiative that may be necessary to ensure that customers are able to unlock their phones efficiently and without cost, when deciding to switch providers and/or terminate service contracts.

***Statement on Mobile Handset Locking:***

*Where terminal equipment which has been locked or otherwise restricted so as to access only the Concessionaire's network or service is supplied to a user, the Service Provider shall, upon termination of the relevant user contract be it pre-paid or post-paid, and free of charge, remove such lock or restriction.*

*The Concessionaire shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted to any user who has not entered into a service contract with the Concessionaire in respect of such equipment.*

*A customer may not be entitled to request phone-unlocking without charge if their account is in arrears, or is suspended pending the resolution of some dispute relating to debt.*

## **6. CONSUMER SERVICE QUALITY INDICATORS RELATED TO CUSTOMER CARE**

### **6.1 The Customer's Right to Privacy**

The personal nature of telecommunications services raises important concerns about consumer privacy. This issue is even more significant because of the widespread availability of such services. The Authority therefore proposes that Concessionaries develop a consumer Privacy Policy which treats with privacy issues arising out of any particular service offered. Such a Policy should be included as an element of the published Customer Charter. The Policy should also be linked to relevant content outlined in the Data Protection Act.

It should be noted that the Concession agreement provides for certain exceptions for National Security purposes. Under these provisions, Concessionaires may be required to provide user and call-related information to police, fire, ambulance or any other national emergency services without charge if notifying them of an emergency, or for reasons related to national security. Under the Concession agreement, there may also be limitations to consumer privacy, where a consumer's contact information may be disclosed if sharing such information with other Concessionaires is necessary to detect, prevent or investigate fraud. The Service Provider's Privacy Policy, which is to be approved by the Authority, must outline these limitations in clear and easily understandable terms. The Privacy Policy should also outline how personal information collected at the time of subscription for contractual purposes would be handled and kept confidential. In all instances, the Authority proposes that Concessionaires should not be permitted to share, sell or disclose personal information collected from the customer at the time of subscription, without the prior consent of the customer.

In the context of protection of consumer privacy, a subscriber of a telecommunications service who has been assigned a number has the right to remain unlisted in the publicly published directory, without any associated charge.

#### ***Statement on Customer Privacy:***

*Customers have the right to have their privacy respected and protected in relation to the utilization of telecommunications services. Therefore, the Authority shall require Concessionaries to develop a consumer Privacy Policy which shall treat with privacy issues arising out of any particular service offered. Such Policy should be included as an element of the published Customer Charter, as is to be approved by the Authority.*

### **6.1.1 Disclosure of Customer Information**

Pursuant to the obligations of all persons who store personal information, based on the implementation of the Data Protection Act, Concessionaires are obliged to restrain from disclosing the personal information of their customers to third parties without express, affirmative approval to do so for means that are expressly specified. Despite this general obligation, that Act provides for exemptions in particular instances, for example, in relation to law enforcement requirements and orders of the Court.

The intent of this obligation, to ensure customer privacy is enshrined in Condition C22 (a) of the Concession document, which states as follows:

*C22. The Concessionaire shall give the user control of whether the user's assigned number is published, and shall keep such information confidential except where disclosure of user information is otherwise provided for in this Concession or by any directions from the Authority given in accordance with the Act, including:*

- a. in the publication of directories or provision of directory services (save that such disclosure shall be subject to the consumer's right to require at no charge that the number is exempted from publication, and to the provisions of the regulations made under the Act in relation to the rights of customers).*
- b. where sharing of information with other authorised network operators or Concessionaires is necessary to detect, prevent or investigate fraud.*

It is deemed appropriate within the wider legislative framework surrounding privacy of personal information, that this provision is further codified in Sector Codes and/or regulations.

#### ***Statement on Disclosure of User Information:***

*Concessionaires shall not be permitted to share, sell or disclose personal information collected from the customer at the time of subscription, without the customer's prior and explicit consent of the party to whom the information is disclosed, and the purpose required.*

*Notwithstanding the general obligation, Concessionaires may disclose personal information without consent in instances that shall be defined by the Authority and relevant authorities.*

*The Authority shall require the Concessionaire to include mechanisms in the proposed Privacy Policy which shall provide the customer with control over publication of that customer's assigned number.*

### **6.1.2 Calling Number Display**

Calling Line Identification (CLI) is data that is generated at the time a call is established and passed through the carrier's network. Such data includes the number of the party being called, the calling party's number, the date and time of the call, the call's duration and routing information. CLI is integral to the operation of telecommunications networks, since it facilitates efficient call management, route selection, and billing.

Calling Number/Name Display (CND) also known as "caller identification" or "Caller ID" refers to all services where the number and/or name of the calling party is presented or displayed on the device of the receiving party, once the calling party has not blocked their Caller ID and there is no technical impediment to sending it. CND offers a range of service advantages for people receiving calls, such as being able to identify the source of incoming calls before picking up a receiver, keeping a log of incoming calls while away from the phone, and being able to return a missed call.

The accurate transmission of CLI information across networks is critical to ensure that the benefits of CND can be appreciated by the receiving party. As such, Service Providers should be obliged to configure their networks such that the CLI of the Called Party can be correctly transmitted. There are instances where the nature of interconnection between Service Providers may result in the stripping of the CLI from the call before forward carriage of the call to the consumer. Such technical implementations for interconnection should be avoided in accordance with the *Interconnection Regulations*.

Notwithstanding such technical considerations, CND services raise certain complex problems related to personal privacy. For example, when integrated with other technologies, CND services can allow increased collection and use of personal information without the consumer's knowledge. It is therefore important to address the privacy issues arising from the offering of CLI and CND services. The privacy of consumers can be protected from the abuse of CND by regulation of the following:

- The manner in which CND services are offered to consumers by Concessionaires.
- Options which are available to consumers in relation to using or blocking the display of CND information from their services.
- Measures to be undertaken by Concessionaires to ensure that the public is aware of CND services and their implications.

When contacting customers for any purpose, the Concessionaire shall not block their caller identification information. Additionally, when the customers are contacted via means other than voice calls (for example by text message) all relevant identification

information of the Service Provider (including name and number) must be transmitted and displayed to the customer.

***Statement on Calling Number Display:***

*Concessionaires that provide public telecommunications services shall enable customers to block the display of their Calling Number/Name Display information. Issues relating to the manner in which such information is used shall be addressed in the Concessionaire's Privacy Policy.*

*Concessionaires shall take such measures to ensure that their services accurately transmit CLI, either across networks or to the receiving party, providing that the Calling Party has not requested the blocking of display of their Caller ID*

*When contacting customers for any purpose, by any means, the Concessionaire shall not block their caller identification information, and shall transmit all relevant identification information for display.*

**6.1.3 Customer Proprietary Network Information**

Customer Proprietary Network Information (CPNI) refers to information collected by the Service Provider on a customer's usage patterns. This information is obtained as customers utilise the public telecommunications services. In the case of voice services, the information includes what numbers their customers call and how often they call these numbers, the cost of making these calls, services to which they subscribe, how those services are used, and other personal and sensitive information. Maintenance of CPNI confidentiality is already prescribed for in the Act, and Concession agreement.

Accordingly, it is intended that the obligation shall persist whereby a Concessionaire is to refrain from using, and maintain the confidentiality of, any personal and private information of any user, other operator of a public telecommunications network or other provider of a telecommunications service, which may be garnered from the use of the service, or information received or transmitted in the use of the service.

The only noted exceptions to this general obligation to not use such information is, and shall remain, usage of that information that is necessary for the operation of the network or service, or ancillary functions to provide for the billing of that service, requests to assist law enforcement pursuant to Court Orders, and other functions as necessary to protect the rights of the user, other operator or provider.

***Statement on Customer Proprietary Network Information:***

*Concessionaires should refrain, as much as possible, from disclosing Customer Proprietary Network Information (CPNI) and include provisions in their contracts with customers that assure consumers of same. Such provisions shall be in accordance with the Act and the Concession agreement, and shall be outlined within the respective Privacy Policy.*

**6.1.4 Directories and Directory Assistance Services**

A printed directory is a published book that includes an alphabetical listing of customers' names, and their related telephone numbers and addresses, except for those customers who request that their number is unlisted. Directories should be available by publication at regular intervals (usually per annum) to the public.

The obligation for the publication of a Directory is provided for in Concession Condition C30, which requires the Authority to identify a particular Service Provider that shall undertake the function of the periodic (annual or otherwise) publication of "integrated directories" of "all subscribers of telephone services." This provision clearly envisions that the integrated directory would include the numbers of customers of different Service Providers, both fixed and mobile. It should be noted that the Concession does not identify criteria by which the Authority may select the Service Provider with this responsibility.

Indeed Concession condition C31 further elaborates on the proposed framework by obliging all Concessionaires to exchange "all relevant customer data" required to create the integrated directory and provide integrated directory enquiry services. The Concession further obliges such exchange must be free-of-charge. It should be noted, that this obligation of information disclosure for no-payment is reserved for transactions between Concessionaires only.

The Authority proposes to leverage this existing framework of obligations, to establish a regulatory regime which provides the appropriate transparency to this system, as well as retaining flexibility in its execution. The Authority shall on a periodic basis not less than five years, undertake a process through which it evaluates the capacity of either existing Concessionaires or interested third parties to undertake the service of printing the annual integrated customer directory. The criteria for selection shall be determined and issued by the Authority no less than two months prior to the selection process.

The selected Service Provider shall have the responsibility of publishing integrated telephone directories for the market for a period of five years. Other Concessionaires

have the continued obligation of providing directories with their customers' contact details or requesting the inclusion of same in the selected Service Provider's integrated directory, free of charge. The selected Service Provider may also choose to publish the database of directory listings in electronic or online format, in order to compliment printed publication.

Apart from customers' telephone-related details, directories should also contain information relating to:

- Emergency call placement, which should be displayed conspicuously in the front part of the directory;
- Local and long distance call placement; and
- Support services for differently-abled consumers.

Under their Concession, providers of telecommunications services are required to include information on tariff structures in any published directory. This obligation shall continue to be in effect.

Customers of public telecommunications services, who are assigned a number, shall have a right to have their numbers published in the publicly available printed directories. However, in accordance with the General Privacy Principles, the customer should also be given the opportunity, when entering into the subscription agreement, to affirmatively consent as whether or not the number assigned, and other personal information, may be published in the printed directory. The customer should have the right to be included (or excluded) in such subscriber directories without discrimination or any associated charge. In instances where a listed subscriber chooses to withdraw their personal contact information from the printed public listings, the consumer should be able to have his/her information removed from subsequent publications. In this regard, the Authority suggests that a Concessionaire who forwards customer numbers for inclusion in printed directories should advise the public on appropriate opt out timeframes before directory publications. It should be acknowledged that neither the Service Provider nor the customer obtains, whether directly or indirectly, any proprietary rights in the numbers allocated or assigned by the Authority.

Printed directories must be made available to all customers free of charge. While cost-recovery from this activity may be recovered from advertising in such a Directory, the Authority is mindful that advertising should be such that it does not undermine the systematic organization of information within the directory, and does not reduce the convenience with which the directory may be used by a consumer. The Authority notes that while the publication of printed directories is considered to be a service in the public

interest, it ultimately increases the value of telephone services to consumers, and hence strengthens the commercial capacity of the industry.

In accordance with Concession condition C31, consumers also enjoy the use of operator services which may have directory assistance functions, to supplement published directory listings. As there is usually some direct cost to consumers for utilizing these services, the Authority proposes that operator-based directory assistance services should be available during regular working hours (i.e. 8am to 4pm) every day, inclusive of weekends and non-working days. Further, where such services are provided wholesale to other Concessionaires, such charges for calls to the operator for directory assistance should be cost based.

***Statement on Directory Publication and Directory Assistance Services:***

*The Authority shall determine criteria by which it will select a Service Provider to be responsible for the publication of an integrated telephone directory for a period of five (5) years.*

*Concessionaires shall submit, without the payment of any fee or charge, the relevant information on their customers to the selected Service Provider for inclusion in the integrated directory,*

*All customers of telecommunications services have the right to a printed directory free of charge and to be enrolled in subscriber directories without discrimination.*

*Customers also have the right to demand being unlisted in the publicly open directories, without any associated fee or charge. In this regard, a Concessionaire who forwards customer numbers for inclusion in printed directories should advise the public on appropriate opt out timeframes before directory publications*

*Directories should also include information relating to: emergency call placement (displayed conspicuously in the front part of the directory); local and long distance call placement; and support services for differently-abled persons.*

*Operator based directory assistance services should be functioning, at minimum, from 8am to 4pm every day, inclusive of weekends and non-working days. Where such services are offered wholesale to other Concessionaires, it should be cost based.*

### **6.1.5 Telemarketing**

Telemarketing is the practice of utilizing a telecommunications service, by Service Providers or independent telemarketing agencies, to promote and/or sell products or services.

A simple example is the use of text messaging services to notify consumers of product sales and promotions. Telemarketing practices can be employed by the Service Provider or by authorised third-parties acting on the Service Provider's behalf. However, a customer can be bombarded by unsolicited and unauthorised telemarketing information.

Telemarketing provides for various consumer-winning and retention practices which are common in the industry that may potentially exploit the consumer. Regulation of these practices will attempt to ensure that Service Providers do not aggravate the consumer base, singularly or in unison. The abuse of authorised telemarketing practices may become disruptive to the consumer. Possible directive to address the issue of telemarketing include:

- Requiring that service agreements outline clear options to the consumer regarding the receipt of messages via telemarketing at the time of service activation.
- Numbers designated for emergency services are not compromised.
- Automatic recorded voice mechanisms are not utilised to call the home of any consumer without prior authorisation.
- Once a consumer has informed an agent that he or she does not want to be contacted, a Service Provider that ignores this request is liable to real and significant penalties in accordance with Section 65 of the Act.
- A reasonable period is determined for when the moratorium on a number identified as not interested in telemarketing services may expire.
- Service providers ensure that telemarketers acting on their behalf send caller ID information when calling, so that consumers whose CPE or handsets are so equipped may identify the caller.
- Service providers ensure that telemarketers acting on their behalf do not send unsolicited fax advertisements/messages to consumers, as the receipt of unsolicited fax messages could incur cost (consumables) to the consumers.

#### **A. Opt out Provisions and Do-not-contact Lists**

The Service Provider or any of its agents should not use any telephone, facsimile machine, computer, or other device to send an unsolicited advertisement to a customer's equipment. Any advertisement made in this manner should contain a notice that informs

the recipient of the ability and means to avoid future unsolicited advertisements through an explicit “opt-out” procedure which is at no cost to the customer.

Pursuant to the exercise of the opt-out procedure, the customer’s contact information will be included in a “do-not-contact list”, which is a list of the numbers of customers who have indicated that they wish not to be contacted for telemarketing purposes. Any Service Provider engaging in telemarketing techniques should ensure the development of an internal “do-not-contact list”. The applicability of such lists should include calls that are made or on behalf of a tax-exempt nonprofit organization, but should not include calls which is made for emergency purposes. Internal policies should be such that included numbers are kept on the list for a minimum period of six months. Any customer receiving a telemarketing call must have the right to indicate their desire to be included on the do-not-contact list of the specific company, and the calling party should take the necessary measures to ensure that such inclusion is done in a timely manner. The Authority proposes that the Service Provider’s do-not-contact lists be maintained as an online database, to which the Authority has access for the purpose of verification and addressing of consumer complaints.

**B. Timing**

No person or entity should initiate any telephone solicitation, to any residential or mobile telephone subscriber before 8 am or after 8 pm.

***Statement on Telemarketing:***

*The Authority recognizes that its scope in terms of regulating telemarketing practices is limited to only Concessionaires.*

*No telemarketing call should be made to any emergency line or service for which the calling party is charged, or be made before 8am or after 8pm to a residential line.*

*No calls using automated or pre-recorded content should be made unless specifically permitted beforehand by a customer, and there should hence be provisions in standard service contracts regarding the receipt of such calls or messages.*

*No Service Provider should send unsolicited advertisements or other marketing and promotional messages to the consumer unless it has received the customer’s express prior approval for such messages.*

*Service Providers engaging in telemarketing should develop internal telemarketing policies, which include opt-out notifications and “do-not-contact lists”.*

*The minimum time of inclusion of a customer's number in a "do-not-contact" list should be six months. All telemarketing calls should clearly identify the initiating party, purpose of the call and should be sent with the relevant caller identification information.*

#### **6.1.6 'Prank' and Obscene Calls**

A prank call is defined as the use of obscene or threatening language, or even heavy breathing or silence, to intimidate or harrass the person being called. Service Providers that provide public telephone services should therefore have services such as "trap" and "call trace" available to customers to deal with such calls.

- A "trap" service allows the Service Provider to determine the telephone number that harassing calls are coming from. The customer is usually required to keep a log, noting the time and date the harassing calls are received. "Traps" are typically set up for a particular time period specified by the provider, and the Service Provider usually would not charge a fee for the service.
- A "call trace" service may also assist in tracking down harassing calls. Immediately after receiving a harassing call, a code is entered on the phone by the consumer and the origin of the call is automatically traced. A "call trace" is usually considered easier to use than a "trap" since the customer does not have to keep a phone log.

In cases where incoming calls are unsolicited without necessarily being obscene or threatening, the consumer may wish to utilise other service features to prevent such calls. Such services, which are to protect consumer privacy, may include "call screen", "caller ID", "anonymous call rejection", "priority ringing", and "call return", "voice mail and call blocking.

Service providers should endeavour to offer these types of value added services to customers to assist in the mitigation of unsolicited calls. The Service Provider should inform the consumer of steps that can be taken to prevent or put an end to obscene calls when they take place, including informing the customer about the potential role of the Trinidad and Tobago Police Service (TTPS) where relevant. Where a call or series of calls are deemed by the customer and the TTPS as in breach of any written law, by virtue of being threatening or obscene, the Concessionaire shall, pursuant to an Order from the Courts or an appropriate warrant from the TTPS, make every reasonable effort to identify the source of the call.

***Statement on services for the prevention of ‘prank’ calls:***

*Concessionaires that provide public telecommunications services shall make available to the customer, services for the customer-led mitigation of unsolicited calls.*

*The Concessionaire’s Customer Privacy Policy, which must be included or referred to in the Customer Charter, must specify the services available for the mitigation of unsolicited calls. Such services may include, but shall not be limited to Call Trap services, Call Trace services, and various unsolicited-call-prevention service features*

*The cost of additional features should be properly outlined in the customer’s service contract, and should be clearly stated on the customer’s invoice as an additional charge.*

*Pursuant to an Order from the Courts or an appropriate warrant from the TTPS, Concessionaires shall make every reasonable effort to identify the source of an obscene or threatening call once that call has been identified as having originated on its network.*

**6.1.7 Incidence of Scams and Tele-fraud**

There is an alarming trend in which public telecommunications services are increasingly being used for various scams and fraudulent activities. Common scams that users of public telecommunications services may be susceptible to include:

- Automated messages relating to the renewal of product warranties
- Claims of unexpected sweepstakes or lottery winnings
- Fake bank alert messages
- Credit card registration or advanced loan fees
- Fraudulent or non-existent charities

Consumers should be particularly aware of the dangers of entertaining unsolicited phone calls and disclosing personal information to unknown sources. Consumers should never disclose personal banking information using public telecommunication services. The providers of public telecommunications services should also take reasonable steps to ensure that their networks are not used for fraudulent activities. The Authority hence encourages the customer to report any suspected incidence of tele-fraud to their respective Service Provider and the TTPS. Where a Service Provider becomes aware that their network is being used to engage in criminal activity, they are expected to immediately report such activity to the relevant authorities. Information provided to any such third party for the purpose of investigating alleged criminal activity, must be done in

a manner which is consistent with due legal process, if such provision is a potential violation of the Service Provider's Privacy Policy.

***Statement on tele-fraud:***

*Concessionaires should take all reasonable measures to ensure that their networks are not used to facilitate fraudulent or criminal activities, including reporting evidence of such activities to the TTPS. In doing so, Service Providers shall exercise due diligence to ensure adherence to the Service Provider's Customer Privacy Policy.*

*The Authority shall exercise diligence in providing information to consumers on how to avoid being victimised by tele-fraud.*

## **6.2 The Customer's Right to Fair Billing Practices**

### **6.2.1 Accuracy in Billing Information**

A bill for a service is an important document, as it itemises the amount invoiced to a customer for services rendered by a Service Provider, based on service used within a defined billing period. Therefore, the information presented on a bill should be sufficient to properly inform the customer of all the charges incurred from subscribing to a service for the billing period. Customers have the right to be provided with clear, accurate, timely and complete bills and billing-related information for public telecommunications or subscription broadcasting services.

The Authority has observed that billing issues are one of the most dominant sources of customer complaints towards providers of telecommunications and broadcasting services in the domestic market. Providers of public telecommunications services and subscription broadcasting services should hence establish specific channels for the redress of billing issues, as it ultimately fosters the accountability necessary for effective provider-subscriber relationships. Concessionaires should ensure that they have in place, efficient billing and collection practices in which there are fair and reasonable time frames for the settlement of invoices and the incurrance of penalties for late or delinquent payments.

Service Providers shall send bills which contain a pre-defined payment period to all of their customers. The period of the billing cycle should be consistent throughout the duration of the applicable service contract. Even when the Service Provider notifies customers by e-mail or text message about the amount of payment, a printed bill must still be sent to the customer unless the customer explicitly and affirmatively consents to otherwise.

The bills which will be sent to customers shall at minimum contain the following information:

- Name, business address and contact information of Service Provider
- Customer's name, service address and account number
- Service Packages for which the customer is being billed
- Billing period
- Bill date (date of bill generation and printing)
- Payment due date
- Applied tariff
- Previous payment date
- Applicable penalties if the bill was not fully paid before the previous payment date, and method of calculation of any such penalty
- Location of all authorised payment centres and mechanisms
- Any applicable rebate or credit

Any charges invoiced by a third party to the Service Provider and consumer should include the name and logo of the relevant company next to said charge. **Section 9.2** of this document further deals with the issue of 'cramming', which is the practice of placing unauthorised, misleading or deceptive charges on a customer's bill.

Services which utilise a pre-paid commercial model are a unique case in terms of billing issues. Subscribers to pre-paid public telecommunication or subscription broadcasting services may want to know how much credit they have remaining for the service. Thus, they would need to access the credit balance for the subscribed service. The Authority therefore holds that a Service Provider providing services via the pre-paid model should be obligated to implement a mechanism for pre-paid customers to verify, without any related charge, the credit balance for the subscribed service.

A Service Provider's billing process must be as accurate as possible in order to protect the interests of customers. The Authority therefore proposes that a measure of 'Billing Accuracy' be used as an indicator of the quality and efficiency of billing procedures. This metric is the ratio, expressed as a percentage, between the valid number of accurate, error-free billing invoices prepared to the total number of billing invoices prepared for any given billing cycle. This will be measured by calculating the percentage of complaints about billing errors out of the total number of billing invoices issued for a cycle. The standard for this indicator to which all Service Providers must adhere is at

least 99%, meaning that not more than 1 out of every 100 bills should contain errors in a given billing cycle. Further to the standard set in the Concession agreement, no more than 0.02% of bills issued should be disputed, without resolution, in a billing cycle – i.e. 1 bill out of every 5000. The Authority may conduct tests on a Service Provider’s metering and billing equipment to assess its accuracy and reliability, in addition to the validity and fairness of the billing practices employed.

***Statement on accuracy in billing information:***

*The Authority shall regulate Concessionaires so as to ensure that billing practices are fair and efficient.*

*Concessionaires shall produce billing information that enables consumers to have access to sufficient information to facilitate verification of the accuracy of billed charges and also easily read and understandable bills.*

*Billing procedures must be such that customers may meet their billing obligations on or before the due date, and bills must contain all information relevant to payment procedures and applicable late penalties.*

*Concessionaires who provide pre-paid services must provide a mechanism for pre-paid consumers to verify the credit balance for the subscribed service, without any related charge.*

**6.2.2 Billing Cycle and Late Payment Penalties**

The Authority does not propose to regulate the time-frames associated with the application of late payment penalties, as it recognizes that the technical factors associated with billing cycles differ between Service Providers. However, the Authority has noted that a common complaint from some customers is the imposition of what, in their view, are unfair late payment penalties. These penalties raise an issue of potential exploitation of customers.

A ‘billing cycle’ is a fixed and consecutively repeated time frame associated with the calculation of invoices relating to a subscriber’s utilization of a service between the first day of the cycle, and the day before the first day of the subsequent cycle. The Authority notes that there is often a lag between the time in which a bill is generated and the time that a customer receives such bill. As a matter of best practice, the Authority believes that the customers should have an effective payment window that is at a minimum, half as long as the billing cycle. For example, a customer must have at least two effective

weeks in which to pay a monthly bill without being subject to any applicable late payment penalty.

In addition, there may be time lags associated with a payment of a bill at an external payment centre before such payment is registered on the Service Provider's billing systems. The Authority believes that these payment lags should be fully internalised by the Service Provider as they reduce the effective payment window for the customer. Where a late charge has been generated due to the time lag associated with registering external payments, the subscriber should be guaranteed a credit or rebate in the value of the applied late charge, once they have made their payment within the payment window.

The customer's bill must contain details about the periodicity of the billing cycle, the length of the payment window, the details of applicable penalties, locations of any external payment centres and the information concerning potential time lags associated with external payments.

***Statement on billing cycles:***

*Concessionaires should design their billing cycles and payment systems such that customers have an adequate effective payment window, after which applicable late payment penalties are imposed.*

*Concessionaires shall ensure an effective payment window that is at minimum one half of the length of the respective billing cycle, (subject to a minimum of fourteen days).*

*The Concessionaire should make all best efforts to ensure that bills are printed as soon possible at the end of a billing cycle, delivered as soon as possible and in any instance, no more than five days after generation.*

### **6.2.3 Free Itemised Billing on Demand**

Itemised billing provides specific details of all charges levied against the account of a customer by a Service Provider. This facility allows subscribers to detect and report billing errors or inconsistencies to ensure that they only pay for the services they have used or requested.

In the Authority's view, access to detailed information relating to billing is an important aspect of fair billing practices and the consumer's right to correct information. However, a free itemised bill delivered through the post may not be economically efficient when the cost and logistic implications are considered. The burden of free itemised billing on Service Providers may translate into increased prices and billing efficiency issues to the consumer. Service Providers should ensure, at a minimum, that access to itemised

billing is provided to customers on request. When demanded, itemised billing should be provided at no additional charge to customers.

***Statement on free itemised billing:***

*A public telecommunication Concessionaire or subscription broadcasting Service Provider shall provide customers, upon request, with access to itemised details of all charges. Such itemised billing (once requested) shall be provided at no additional charge to the customer.*

**6.2.4 Disconnection of Service**

Disconnection of service prohibits a customer from accessing the subscribed service. Disconnection of service usually arises from the inability of a customer to pay his/her bill. In all cases, disconnection of service should be reserved for instances of serious and material breaches of the terms and conditions of service by the consumer. For example, a customer who has been disconnected from his telecommunications service would not be able to make or receive calls. One-way disconnection or impairment of service restricts the consumer from transmitting information via the service. In such circumstances, calls can only be received. While it may be a practice where a service may be disconnected by the Service Provider until a billing dispute is resolved, in accordance with Section 24 (2) (1) of the Act, the Concessionaire should refrain from disconnecting service to a customer where all charges other than that disputed are settled.

Disconnection of service can be discomfoting for any consumer particularly where the reason for disconnection is disputed. Due process should be employed in the event that a consumer's actions warrant disconnection of service. Such process should be outlined in the Customer Charter.

***Statement on service disconnection***

*A Concessionaire providing public telecommunications or subscription broadcasting services shall not disconnect a customer from service unless the customer is in serious and material breach of the terms and conditions of the service contract, which has not been rectified within a reasonable timeframe.*

*A Concessionaire should refrain from disconnecting service to a customer where all charges other than that disputed are settled.*

*The Concessionaire shall establish specific procedures that ensure due process in the disconnection of a customer, which are to be included or identified in the Concessionaire's published Customer Charter.*

*Disconnection of a customer from a public telecommunications or subscription broadcasting service shall be instituted by a Concessionaire only when warranted, in accordance with the Concessionaire's procedures to this effect.*

### **6.2.5 Termination of Service**

Service Providers should develop a process for service termination, which is clear, prompt and efficient. Such process should be included in the Customer Charter.

When customers want to terminate their subscription agreement, they may inform the Service Provider by sending a written application to the Service Provider, or by contacting the relevant customer relations department (inclusive of email contact). In cases where the subscriber calls the Service Provider or uses an online contact, the Service Provider should take the necessary steps to confirm the identity of the customer and to verify the authenticity of the request. Once the request is deemed authentic, the notification can be considered valid.

The use of the service by the customer should be stopped at the date of notification, or such period identified by the Service Provider in their Charter. If a service is still provided after a customer has notified the Service Provider of the desire to discontinue service, or that period pursuant to the notification identified above, the customer should not be obligated in any manner to pay for the services rendered during this time.

Customers should have the right to terminate an agreement without paying any undue compensation in cases where a Service Provider proposes to change service conditions, contractual provision, or applicable tariffs. In such cases, the consumer's right to terminate the agreement should not be subject to any obligation to pay a penalty other than that which may have been normally applicable where an agreement is terminated before the end of the contractual period, as discussed in Section 4.5 of this Draft Policy.

The Service Provider should execute a termination of subscription pursuant to a request within seven days of the receipt of such, and should send the annulment information in written form to the consumer immediately thereafter. After this notification, if the Service Provider sends a bill to the subscriber to collect any outstanding charges, such action should not be considered as stopping the annulment process. Operators shall deduct the pre-taken deposits or advances from the credit of the consumer when sending the last bill, and pay back any remaining credit amount within fourteen days, if such is applicable.

***Statement on service termination:***

*A customer may, at any time, terminate a service agreement by notifying the Concessionaire via, among other means, writing, telephone or email.*

*Customers may terminate a service agreement pursuant to any change in the tariff for the service without additional penalty other than that applicable generally for early termination of service.*

*Termination of service should be done within seven days of receipt of request, and where applicable, any remaining credit should be repaid to the consumer within fourteen days of service termination.*

### **6.3 The Customer's Right to Protection from Unfair and Unethical Business Practices**

#### **6.3.1 Notice of Service Interruptions**

The maintenance of networks is vital for service optimisation as well as for proactively increasing the reliability of those with a view to decreasing downtime. Planned system downtime is usually undertaken in accordance with a determined schedule to minimise the impact of such work on the customer experience as many of these maintenance works have to be performed on systems that are either not in operation, or otherwise have the effect of severely impairing service quality.

Accordingly, the Service Provider shall, where applicable, take such necessary and reasonable steps, including any specific steps identified in any direction from the Authority, to provide advance notice of any service interruptions resulting from planned network outages to its customers, the Authority and any other Service Provider affected by the service interruption.

Further, it is acknowledged that there may be other service interruptions which are not due to planned downtime for maintenance; for example service downtime which is due to network failure beyond the Service Provider's control. In these cases, the Service Provider shall take such reasonable steps to inform customers, the Authority and other Concessionaires affected of the nature of the service interruption, including its best information regarding the restoration of service.

***Statement on Notice of Service Interruptions:***

*All customers of telecommunications services have the right to be provided advance notice by the Concessionaire of any service interruptions resulting from planned network outages to its customers.*

*In the case of any other service interruption, the Concessionaire shall take such reasonable steps to inform customers, the Authority and other Concessionaires, affected by the service interruption of the nature of the service interruption, including its best information regarding the restoration of service.*

**6.3.2 Truth in Marketing and Advertising**

On a national level, the legislation relevant to the issue of truth in advertising is the Protection Against Unfair Competition Act (1996). In particular, Section 7 of this Act states that:

*“an act of unfair competition may be constituted by any practice which is likely to mislead the public with respect to the quality, quantity, origin, suitability, conditions of offering, or price (or manner in which price is calculated) of any product or service”.*

The Authority is concerned that the marketing of public telecommunications and subscription broadcasting services may be designed to intentionally or unintentionally confuse the consumer. For example, advertisements suggesting that a service is “free” or “unlimited” are often unclear as to the various terms and conditions which restrict the claim. It is important for consumers to know the full price, service tariffs and any significant limitations on offers before making a decision. Concessionaires shall be required to truthfully disclose information in the promotion of services.

Truth in advertising requires the Service Provider to advertise its services by means that are clear and representative of the actual services offered. Truth in advertising ensures that no Service Provider uses false or misleading advertising methods to gain or retain consumers. False or misleading advertising would include:

- A misleading service description regarding service accessibility, value, service quality or availability, including the use of negative advertising (i.e. disingenuous claims targeted to maliciously affect the brand of competitive services).
- A misleading billing/charging scheme where the advertised method of billing is not carried out by the Service Provider, or that scheme is altered (e.g. through unauthorised transfer of account) without the knowledge of the customer and the

price or the manner in which the price is calculated, or the existence of a specific price advantage.

- Failure to publish end dates on temporary offers on services causing consumers to unsuspectingly use a particular service long after any introductory or incentive period has expired thereby incurring costs that would apply outside that period.

For the purpose of promoting truth and clarity in advertising, the Authority proposes that all advertised promotions must contain references to sources for the terms and conditions of the promotions.

***Statement on Truth in Marketing and Advertising:***

*Concessionaires shall give full disclosure of the terms and conditions for all services offered, including promotional offerings, and shall not engage in any advertising which is inaccurate, misleading or deceptive.*

*The Authority shall monitor all marketing and advertising campaigns of Concessionaires and shall deal with incidents of misleading advertising on a case by case basis. In considering incidents of false and misleading advertising, the Authority may have consideration for, inter alia:*

- *A misleading product/service description regarding service accessibility, value, service quality or availability, including the use of negative advertising (i.e. disingenuous claims targeted to maliciously affect the brand of competitive services).*
- *A misleading billing/charging scheme where the advertised method of billing is not carried out by the Concessionaire, or that scheme is altered (e.g. through unauthorised transfer of account) without the knowledge of the customer.*
- *Failure to publish end dates on temporary offers causing customers to unsuspectingly use a particular service long after any introductory or incentive period has expired thereby incurring costs that would apply outside that period.*

**6.3.3 Unethical Practices: Price Discrimination**

Loosely speaking, price discrimination is the act of selling different units of the same good at different prices, either to the same or different customers. Price discrimination is largely characterized as a strategy undertaken by a monopolist in a market, and results in decreased customer welfare and increased profits for the monopoly.

In a liberalised environment, price discrimination, either by the main company or by new businesses, should be prohibited where such anti-competitive behaviour undermines the efficiency and benefits of the free market. This means that all customers should be

charged equivalent fees for identical services, without discrimination based on a consumer's relative socio-economic position. Under the Concession agreement, Concessionaires must not discriminate amongst similarly placed consumers. This Concession obligation shall continue to be in effect after the implementation of this Policy and its associated Regulations.

The Authority will make every attempt to protect consumers from unfair treatment and anti-competitive practices. The issue of price regulation is dealt with in more detail in the Authority's *Price Regulation Framework* and the *Telecommunication (Pricing) Regulation*.

***Statement on Price Discrimination:***

*All consumers of telecommunications or subscription broadcast services have the right to obtain the same opportunities as similarly situated consumers, without discrimination, and to pay fair and consistent prices for the utilization of such services.*

**6.3.4 Unfair Business Practices: Slamming**

Internationally, 'slamming' is a type of fraud and abuse from telecommunications Service Providers. Slamming is the illegal practice of changing a subscriber's telecommunications Service Provider, for any service, without his/her permission. International experience shows that slamming is perhaps the most prevalent Customer Rights issue in the telecommunications industry. Slamming is an extreme form of mis-selling, and it is a practice which works against the interests of both customers and the competitive environment, since it undermines confidence in the industry. This practice is inherently anti-competitive and should be discouraged entirely. Accordingly, any Service Provider found in the practice of slamming would be deemed to be in breach of the Regulations established pursuant to the Act.

Common forms of slamming include:

- Where there has been no customer contact at all e.g. the forging of customers' signatures on contracts;
- "Passing off" - where companies claim to represent a different company from the one they are actually working for;
- When a customer is told they are merely signing a document for another reason and then are unwittingly switched from one provider to another.

Slamming is often a major consumer issue in the international telecommunications market, as the services provided by different companies generally have a high degree of

substitutability, with consumers having little ability to explicitly differentiate between the same services from different providers. The incidence of unsolicited transferring of consumers between providers is not generally characteristic of the subscription broadcasting market, as consumers are generally able to identify the particular characteristics of the service supplied by their selected provider. It is often the case that consumers are unaware that they have been subjected to slamming, and continue using the respective telecommunications service as normal, until they receive a bill from a company that they have never signed up to.

The Authority recognises that the implementation of indirect access mechanisms is likely to increase the scope for the potential practice of slamming by Service Providers. The Authority hence believes that it is necessary to build certain safeguards into the processes for switching Service Providers, in order to prevent the practice of slamming. The following table outlines various mechanisms which may be used to safeguard consumers against unwanted Service Provider switching. Various jurisdictions use different combinations of these mechanisms, depending on the particulars of the domestic market and the policy approach taken by the respective regulatory body.

**Table 4: Mechanisms to prevent “Slamming”**

<b>Mechanism to prevent slamming</b>	<b>Description</b>
Standardization of Procedures	The regulatory body may choose to develop standardised procedures for the practice of switching subscribers between providers. There may also be standardization of sales guidelines for the solicitation of new customers. This may involve minimum contractual constraints such as requiring a customer’s signature on all new service contracts.
Customer ‘Freezing’ Requests	Customers may choose to request that their service be ‘frozen’. A new company must then receive a written notification of request from the current provider for the customer’s provider to be switched, only after the customer has contacted the current provider indicating a request for such.
Minimum Switchover Period	A minimum switchover period is a minimum time frame given to the customer in order to provide a reasonable opportunity to stop the switchover. This is given in cases where the customer becomes aware of the incidence of slamming, mis-selling, or simply changes their mind about the respective provider.
Letter of Agency	A ‘Letter of Agency’ is a document which authorises a Concessionaire to act on a customer’s behalf. By placing a signature on such a letter,

<b>Mechanism to prevent slamming</b>	<b>Description</b>
	the customer agrees to allow the selected provider to act on his behalf, and is hence required for the switching of providers.
Third Party Verification System	Third party verification is a mechanism in which requests for service switching must be verified by an independent and authorised verification organization. This method is most commonly applied to verbal requests, in which telephone calls between telemarketers employed by Concessionaires and potential customers are recorded.
Fines and Penalties	The regulatory body may choose to implement a scheme of fines and penalties to companies which are found to be culpable of practicing slamming or mis-selling their services. The infringing company may be fined a percentage of their turnover, a proportion of which may be remitted to the infringed customer, or a fixed penalty per slam.
Notification Procedures	There may be a requirement for the posting of written notifications from both the customer losing provider and the customer gaining provider, informing the customer of the impending service switchover.
Consumer Prudence	Consumer prudence should complement any other mechanisms put in place to prevent slamming. The customer should carefully check their invoices for charges from unknown companies, and should take advantage of the free itemised billing requirement. Consumers should be wary of unsolicited calls regarding service offers and should not give out their personal information to such callers.

While international experience suggests that ‘Third Party Verification’ systems are the most efficient mechanism to prevent slamming by promoting Service Provider accountability, the Authority is of the view that such a system would not be viable in Trinidad and Tobago given the limited size of the market relative to the support mechanism necessary to implement such a system. This would effectively require the establishment of an auxiliary market for the provision of request verification services, for which the requisite costs are deemed likely to outweigh the potential benefits.

In light of the above, the Authority proposes to introduce the requirement of notification procedures, which will complement the establishment of standardised service switching procedures. Programmes will be instituted to inform and encourage customers to be prudent in their dealings with telecommunications issues. The procedures for switching a

subscriber to another network must be included within the Service Provider's Customer Charter. The Authority shall attempt, as far as is feasible, to establish a minimum standard for such procedures to which Service Providers will be required to conform or better.

A customer who has been slammed should not have to pay any service fees to the infringing company. The customer should also not be required to pay any service reactivation fee to their authorised provider, and any Service Provider culpable of slamming practices should incur the costs associated with service switching, including reactivation costs to the authorised provider. The Authority may choose to implement further regulations regarding anti-slamming safeguards (including potential penalties) if necessary, pending analysis of future developments of competition in the telecommunications markets.

***Statement on transfer of consumers:***

*A Concessionaire of public telecommunications services should strictly refrain from the practice of transferring customers without authorisation.*

*Concessionaires should develop and document procedures for the switching of customers' services, which are to be included or identified in the Customer Charter, and must at least meet the minimum requirements which may be established by the Authority.*

### **6.3.5 Unethical Practices: Cramming**

International experience also shows that another common type of fraud and abuse by telecommunications Service Providers is the practice of cramming. Cramming is the practice of placing unauthorised, misleading or deceptive charges on a customer's bill. Cramming can take many forms, and is often hard to detect unless a customer carefully reviews his or her bill. Signs of possible cramming include charges for services not requested or authorized and charges that appear as service charges, membership charges or other charges.

Some common examples of cramming are:

- Charges for service fees, taxes, and mysterious funds. Phone bills include a number of taxes and fees, and all of them should be explained in the Terms and Conditions of the contract agreement.
- Charges for calls to an unrecognized number. This type of cramming is most costly when the charges are for international or '900' numbers.

- Charges for an unauthorised service. An example is a charge for cell phone Internet usage when such service has not been subscribed to. Another example is text message charges on a phone without text message capability.
- Charges for an authorised service with misleading costs. An example would be downloading a cellular ring tone advertised as free and unknowingly subscribing to a service contract.

Issues regarding billing practices are further discussed in **Section 8.1** of this document. As discussed in this previous section, any charges invoiced by a third party to the Service Provider and consumer must include the name, and if possible logo of the relevant company, next to or clearly associated with said charge. This will allow for any incidence of cramming to be easily identified and addressed.

Concessionaires found to be in the consistent practice of cramming charges shall be deemed to be in breach of the Regulations pursuant to this Policy.

***Statement on cramming:***

*Concessionaires must strictly refrain from the practice of cramming charges.*

*Concessionaires must ensure billing accuracy, truth-in-advertising and unambiguous contractual agreements with customers.*

*The Authority believes that consumer prudence is the most effective mechanism to mitigate cramming, and encourages subscribers to utilise the means to their disposal to ensuring that bills are accurate and not misleading.*

## **6.4 The Customer's Right to Complaint Redress**

A consumer complaint is an expressed dissatisfaction regarding the use of a service. A healthy relationship between the consumer and Service Provider is critical to consumer satisfaction and the management and resolution of consumer complaints is an important aspect of a consumer oriented relationship.

The Act, in Section 18(1)(m) and (q), as well as in Section 82, provides for the protection of consumers of public telecommunications services and the resolution of disputes involving consumers as well as the investigation of consumer complaints.

The Authority hence recognizes that the consumer has the right to communicate any complaints that they may have relating to service provision, and to access the necessary channels for the efficient handling and resolution of such complaints. Customers are

encouraged to be pro-active in holding Service Providers accountable for the quality of service they provide by relating the shortcomings of Service Providers through the process of communicating complaints. This is a valuable part of the information chain within the industry, and as such, consumer empowerment is a necessary ingredient in the derivation of an efficient market.

#### **6.4.1 Service Provider Response to Consumer Queries**

A customer query is any communication initiated by a customer based on the services provided by the Service Provider or a complaint regarding a particular issue. Service Providers should respond to consumer queries in a timely and efficient manner, and include a commitment as to the time within which the investigation will be completed. Timely responses foster good Service Provider-customer relations, and promote the consumer's confidence in the Service Provider, ultimately benefiting both the consumer and the Service Provider. Query response time is the time period elapsed between the start of a customer's query request and the acknowledgement that the query was recorded by the Service Provider. Customer queries can be made via consumer assistance phone numbers, an email to a customer service email address, fax or posted letters, or at a customer service centre of the Service Provider.

The Authority proposes that Service Providers should adhere to minimum standards when it comes to responding to consumer queries, and proposes that at least 95% of queries should be responded to within one hour at any public service centre. At least 95% of queries should be responded to within one business day for email support, and telephone queries within at least 2.5 minutes. This ensures that consumer queries relating to billing, malfunctioning connection, quality of service and other issues are dealt with promptly and satisfactorily.

#### ***Statement on consumer query responses:***

*Concessionaires should respond to consumer queries in as little time as possible, within the standard timeframes prescribed by the Authority, and should commit to the time within which the investigation of such a query will be completed, when such query is received.*

#### **6.4.2 Toll Free Customer Care Service Lines**

The Authority proposes that all Service Providers offer toll-free customer care telephone support to address service-related queries, comments, and issues relating to service fault resolution. Such toll-free customer care telephone support should be available for all categories of service in instances where a Service Provider provides multiple services. This requirement is particularly relevant in the context of technological convergence in

the telecommunications and broadcasting industries. Where a single business entity provides multiple services in a bundled package, consumers would benefit from a centralized customer support system for the relevant services. Further, where a customer subscribes to only one service from such a Service Provider, it is important that they are still able to access customer support systems from any other Service Provider for other services to which they subscribe without any direct charge being applied.

The Authority considers that absorbing the cost of customer support would give the Service Provider an incentive to treat with queries quickly and efficiently, increasing the overall quality of service in order to reduce the volume of potential complaints.

The Service Provider must provide, at a minimum, customer care and assistance services which includes fault clearance assistance for eighteen (18) hours a day. The number of calls to such a service that are incomplete due to lack of availability must be kept to a minimum and should not exceed one per cent (1%) of the total of such calls. These Concession obligations shall continue to be in effect after the implementation of this Policy and its associated Regulations.

***Statement on toll free customer service lines:***

*Concessionaires of public telecommunications or subscription broadcasting services shall implement toll-free customer care service lines for all categories of services provided.*

*All costs associated with the provision of the toll free service (including interconnection costs) shall be borne by the Concessionaire providing the relevant service to the customer.*

*Concessionaires should provide customer care and assistance services which includes fault clearance assistance for eighteen (18) hours a day.*

**6.4.3 Complaint Handling by Service Providers**

In accordance with Section 22(3)(e) and Concession Conditions C24 and D20, Service Providers are required to develop and enforce a comprehensive complaint handling process, which will maintain and enhance consumer satisfaction through:

- Recognizing, promoting, and protecting consumers' rights, including the right to actively provide feedback to Service Providers.
- Providing an efficient, fair and accessible mechanism for handling consumer complaints.

- Providing information to consumers on the complaint handling process for telecommunications and subscription broadcasting services.
- Monitoring complaints for the purpose of improving the quality of service.

The Authority considers that Service Providers should adhere to the following principles when developing their complaints and dispute resolution process:

- There shall be a commitment to efficient and fair resolution of complaints by the Service Provider.
- Service Providers' complaint handling processes shall recognise the need for fairness, both to the customer and the Service Provider.
- Service Providers shall provide adequate resources for complaint handling with sufficiently delegated levels of authority to permit the effective and timely resolution of complaints.
- Service Providers' complaint handling processes shall have the capacity to determine and implement remedies to achieve resolution.
- Where a Service Provider operates both 'fault' and 'complaint' handling processes, as far as reasonably possible, these processes shall be compatible with each other, transparent to the consumer, and otherwise in conformity with the principles of this policy.

Service Providers shall seek to resolve complaints at the first point of contact, where reasonably possible.

***Statement on complaint handling mechanisms:***

*Concessionaires shall develop and implement mechanisms for the consumer to make a complaint, whether verbal or written, for the handling of complaints and for the tracking and resolution of complaints in accordance with the generalised principles outlined in this draft Policy document.*

*Descriptions of such mechanisms are to comprise a component of the Customer Charter or related documents in the form of Consumer Complaints Handling Procedures, which must be submitted for approval by the Authority.*

**6.4.4 Maintenance of Customer Complaints Records by Service Providers**

A Service Provider is usually required to archive its records of consumer complaints for a predefined maintenance period for the purposes of auditing by a regulatory authority. The Authority believes that maintenance of consumer complaint records serves the best interests of the Service Provider, consumers, and the Authority itself. Such records shall

relate to all complaints received by the Service Provider, inclusive of fault repairs and queries.

Firstly, complaint archives allow the Service Provider to map its progress over time with respect to its relationship with its subscribers, serving as an instrument to evaluate the prevailing level of customer satisfaction. It would also allow Service Providers to prioritize customer related service issues by incidence, with regard to the logistical implications of resolving each such issue. Secondly, complaint archives allow consumers to benefit from efficient complaint handling procedures, drawing on records in which similar complaints by other customers have resulted in some form of recommendation or resolution. The consumer also benefits from having his complaints properly documented for future reference, if a service-related issue arises repeatedly over the contractual period.

The archiving of consumer complaints is also a necessary instrument which will assist the Authority in its capacity as the industry regulator. It allows for the monitoring of Service Provider performance in relation to the efficacy of complaint handling mechanisms. Complaint databases would serve as a source of data for the computation of a consumer satisfaction index, once the methodology for such is established by the Authority. In the event of an escalated dispute between a consumer and a Service Provider, complaint records may also be used as evidence in any mediation proceedings.

Complaint records must be stored by the Service Provider for a period of at least four years, in accordance with Condition C24 (c), and shall include, at a minimum, the following:

- The name and address of the complainant
- Relevant customer account information
- The date and time that complaint was received
- The nature of the complaint and particulars
- The current status of the complaint
- The result of any investigation
- The resolution of the complaint (if applicable)
- The date and time of such resolution (if applicable)
- Indication of whether the complaint has been escalated to TATT by the customer.

***Statement on complaint records:***

*Each Concessionaire shall be required to archive their records of consumer complaints, inclusive of all relevant information to such, for a minimum period of four (4) years. Such archives may be audited by the Authority for the purpose of monitoring Concessionaire performance.*

**6.4.5 Availability of Service Provider Complaint forms**

The Authority proposes that Service Providers be required to display and provide their complaint forms at all public offices, sales centres and authorised dealers, and any other location in which there is exclusive Service Provider-consumer contact.

At all relevant locations, Service Providers shall be required to make available to consumers upon request, the Customer Charter which includes the standard procedures for complaint handling by the Service Provider, as well as the Guidelines for the completion and submission of their Complaint Forms. A tamper-resistant receptacle for the placement of completed Service Provider Complaint Forms should be displayed and available to consumers wishing to submit a completed Form.

***Statement on Availability of Concessionaire Complaint Forms:***

*In addition to the locations at which such is currently available, the Authority proposes that Concessionaire Complaint Forms be available at all places of business and services centres of Concessionaires together with a tamper-resistant receptacle for the submission of such.*

**6.5 Customer Complaints Handling by the Authority**

In a competitive environment it is important for Service Providers to ensure the needs and expectations of customers are met. There are times however, due to unforeseen or other circumstances, when a customer remains dissatisfied with a service or product even after seeking to have the matter resolved with the Service Provider, or is dissatisfied with the manner in which the complaint was handled by the Service Provider. To ensure the protection of customers in such an instance, regulatory agencies establish mechanisms for the resolution of outstanding customer complaints. This entails the creation of a system which includes precise procedures for lodging and resolving such customer complaints. Consequently the Authority has developed and will enforce procedures for handling complaints. These procedures are detailed in its “Consumer Complaints Handling

Procedures” which outline step by step instructions for lodging complaints and methods for classifying same.

It is important to note that according to the Authority’s “*Consumer Complaints Handling Procedures*,” a consumer should first lodge a complaint with the respective Service Provider, as it is the responsibility of the Concessionaire to handle consumer complaints, in accordance with its own Complaint Handling Procedures. In addition, the complainant should try to obtain the name of the person he/she spoke with at the company and gather any documents relevant to the complaint, such as contracts, bills and copies of correspondence that can be used as evidence, should the matter be referred to the Authority.

The Authority shall not take action on any complaints which are vexatious, frivolous, made in anonymity, or have not been first lodged with the Service Provider. It should also be noted that the Authority has separate “*Dispute Resolution Procedures*” for complaints other than those which are from a customer against a Concessionaire.

A complaint may be lodged with the Authority when:

- no effort was made by the Concessionaire to resolve the complaint;
- the complainant is dissatisfied with the outcome of the complaint submitted to the Concessionaire or with the manner in which the complaint has been handled by the Concessionaire;
- the complainant is of the opinion that all means of resolution have been exhausted with the Concessionaire;
- attempts by the complainant to contact the Concessionaire have proven unsuccessful.

Consumer Complaints are lodged with the Authority by submitting a completed TATT Complaint Form in accordance with the relevant procedures.

The Authority, like Concessionaires, is required to archive records of consumer complaints which should be kept in print and electronic format. The electronic record will be kept for a period of ten years at the Authority’s offices. Printed records will be kept for a period of five years at the Authority’s offices, after which they will be transferred to the National Archives for safe keeping and preservation for an additional ten year period.

Section 18(1) (q) of the Telecommunications Act prescribes the establishment of a Consumer Complaints Committee to “*collect, decide on and report on consumer complaints, such reports to be included in the Authority’s annual report*”. The information from this report can be used to inform the creation of relevant Quality of Service performance standards.

The Consumer Complaints Committee was established in May 2008 and is responsible for deciding on outstanding consumer complaints and has the following Terms of Reference:

- (i) To resolve outstanding complaints from consumers brought to its attention in accordance with Section 18 (1) (q) of the Act.
- (ii) To provide a structured and inclusive approach to the resolution of complaints from consumers of Public Telecommunication and Broadcasting Services.
- (iii) To contribute to the development of high quality services in the Telecommunications and Broadcasting Sectors.

***Statement on Customer Complaint Handling by the Authority:***

*The Authority shall investigate and resolve customer complaints in respect of telecommunications and subscription broadcasting services in accordance with its “Consumer Complaints Handling Procedures”.*

## **6.6 Complaints Relating to Broadcast Content**

The Authority’s Consumer Complaint Handling Procedures as discussed in Section 10.5 are designed to deal with complaints related to service provision. Telecommunications services and subscription broadcasting services hence fall within the ambit of these procedures and the associated Consumer Complaints Committee and TATT Complaint Forms.

In relation to issues regarding broadcasting content, the Authority has a specific avenue for complaint resolution. The treatment of complaints relating to broadcast content is addressed in the Authority’s “*Broadcasting Content Complaints Handling Procedures*”. The said procedures outline the establishment of a Broadcasting Complaints Committee which facilitates the Authority’s functions pursuant to Section 18(1) (m) of the Act. This Committee serves the function of evaluating and addressing complaints relating to broadcast content, which may be received by the Authority orally or via email or writing.

## **7. CONSUMER OBLIGATIONS**

Effective regulation by the Authority must ensure that consumers are not only educated about their rights, but are also aware of their obligations. It is important that consumers are aware of the various responsibilities conferred unto them when subscribing to or utilizing a public telecommunications or subscription broadcasting service.

### **7.1 Acceptance of Service Rules**

Upon signing a service contract or agreement, irrespective of subsequent service usage, the consumer is obligated to comply with the respective conditions and provisions contained in such a contract or agreement. This obligation follows directly from the status of a service contract as a legally binding agreement. The act of signing a service contract shall be taken as confirmation that the consumer has expressed their consent to be bound by the regulations and requirements contained within the service rules.

The Authority wishes to reiterate its advice to consumers, by recommending that they carefully peruse any service contract before signing such. Such consumer prudence is to complement the regulatory instruments outlined within this draft Policy document, namely the truth-in-advertising requirement and the protection of consumers against unfair contractual terms.

### **7.2 Access for Maintenance or Upgrade of CE**

Consumers should recognize that following from the discussion in Section 5.2 of this document, the terms and conditions regarding ownership and usage of CE are to be clearly outlined within the service contract. As such, consumers should note that where ownership of the CE is retained by the Service Provider, the consumer will normally be obligated to grant to the Service Provider, without charge, access to the premises on which equipment of the Service Provider is located. Access to the equipment shall be granted to the provider at reasonable times for installation, inspection, testing, repair, and other functions necessary for the maintenance of satisfactory service.

Any representative of the Service Provider providing on-site service repairs or technical support must carry the necessary identification to confirm that they are authorised to represent the Service Provider. The customer should practice caution in allowing service personnel onto the premises, and should hence contact the office of the Service Provider to confirm that installation, inspection, testing, repair, or any such on-site service was scheduled for the given date and time.

### **7.3 Customer Diligence to prevent unfair practices**

To mitigate against practices such as Slamming and Cramming, the best monitoring system is diligence of the customers themselves.

Customers should be cautious of possible attempts at slamming and cramming, and must be careful about disclosing personal information to unsolicited salespersons, since such information may be used to switch them from their selected provider. Service providers should ensure that their agents are properly trained, and are encouraged to take a zero tolerance stance towards deceptive marketing techniques.

Customers are also advised to take advantage of their right to ‘free itemised billing on demand’ as outlined in **Section 6.2.3** of this Draft Policy (the consumer’s right to fair billing practices). In particular, free itemised billing shall contain, on the consumer’s bill, the name and logo of any company from which a charge is invoiced. This will allow a simple and convenient way for consumers to identify unknown charges, and ascertain if they have been a victim of slamming. Consumers should be sure to report any incidents of suspected slamming to the Authority.

### **7.4 Appropriate use of Auto-calling systems**

Recognizing that telemarketing is a legitimate form of business undertaken by users of telecommunications services, the Authority proposes the following general rules to guide the operations of auto-calling systems used in the telemarketing arena. These rules are geared to minimizing the negative effects that telemarketing may incur on other customers of telecommunications services. Furthermore, these rules may guide the establishment of contracts of service between telemarketers and their respective Service Providers.

1. Persons or entities undertaking the business of telemarketing should henceforth have a written policy, available upon demand, for maintaining a do-not-contact list, and ensure that all personnel engaged in any aspect of telemarketing must be informed and trained in the existence and use of such a policy and list.
2. Furthermore, calls using pre-recorded messages should be made only either on a non-commercial basis, or instances in which the call is made to any person with whom the caller has an established business relationship. Entities engaging in telemarketing using an automatic telephone dialling system, should do so in a manner which does not cause two or more telephone lines of a multi-line subscriber to be engaged simultaneously.

3. Telemarketers should also disconnect an unanswered telemarketing call after at least 15 seconds or four (4) rings. All artificial or pre-recorded telephone messages should, at the beginning of the message, state clearly the identity of the business, individual, or other entity that is responsible for initiating the call. Unsolicited advertisement via a telephone, facsimile machine or computers may be sent by a sender with an established business.
4. Telemarketers should ensure that any advertisement made in this manner should contain a notice that informs the recipient of the ability and means to avoid future unsolicited advertisements. This notice should include a separate cost-free mechanism, such as a website address or e-mail address, for a recipient to transmit a request pursuant to such notice to the sender of the advertisement.
5. Any person or entity that engages in telemarketing should transmit caller identification information. Therefore, any person or entity that engages in telemarketing should be prohibited from blocking the transmission of caller identification information.

## **7.5 Tampering with CE**

A consumer shall not use the customer premise equipment (CE) for reasons other than those incident to normal service, nor create a condition likely to interfere with the functions of such equipment, without written consent of the Service Provider. The consumer shall be held responsible for his or her actions, which cause damage to, or loss of CE, as outlined within the binding contractual agreement. Where the CE is owned by the Service Provider, it may not be moved to a location or address other than the location or address where service was installed, without prior written authorisation from the Service Provider. Only authorised employees of the Service Provider may remove, cut, raise or change any facilities belonging to the Service Provider, and various terms and conditions regarding such are normally outlined in the customer's legally binding service contract. Attachment of any unauthorised device to the CE, or modification to the Service Provider's equipment or facilities, is prohibited without prior written authorisation from the Service Provider.

No customer-owned equipment or device that interferes in any way with the normal operation of a telecommunications or subscription broadcasting service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by the Service Provider, may be installed on either the subscriber's wiring or the Service Provider's facilities.

The Concessionaire shall take all reasonable measures and cooperate with the Authority to prevent or minimize the use of unlawfully acquired end user equipment.

## **7.6 Persistent Misuse of a Network or Service**

The Concept of persistent misuse of a public telecommunications or subscription broadcasting network or service relates to:

- Dishonestly obtaining the telecommunications or subscription broadcasting services;
- The possession or supply of equipment that may be used to obtain such services fraudulently;
- The improper use of a public providers network/service by sending messages that are grossly offensive, indecent, obscene or menacing.

The Authority wishes to advise that persistent misuse of a public telecommunications or subscription broadcasting network or service may amount to a breach of the Act, or other national laws, which may result in suspension of service by Service Providers or criminal litigation.

Consumers can contact the Authority with inquiries into whether a particular action would be considered to be persistent misuse of a public telecommunications or subscription broadcasting network or service.

## **7.7 Dishonest Churning**

In a competitive market, the consumer may accumulate payment arrears with one provider for services used, then 'switch' service to another provider without settling the arrears payment with the previous Service Provider. This manner of dishonest churning which becomes possible in a competitive market cannot be tolerated. In order to prevent this behaviour, consumers should be required to settle all valid arrears with a Service Provider before switching to another provider.

For the avoidance of doubt, the Concessionaire shall be entitled to recover from the user all charges that are not in dispute.

***Statement on consumer obligations:***

*The Authority shall continue to engage in initiatives to educate consumers about their obligations in addition to their rights.*

*The areas of Consumer Obligations identified may form legitimate inclusions in Terms of Service of a Concessionaire's contract or Customer charter as grounds for suspension or disconnection of service.*

- *Inappropriate use of Auto-calling systems*
- *Tampering with CE*
- *Persistent Misuse of a Network or Service*
- *Dishonest Churning.*

## **8. CONCLUSION**

The Authority recognizes that further to the establishment of this policy, and its corresponding regulations, there is a need for the development of various other instruments to address particular consumer rights related issues. As much as possible, the Authority shall encourage self-regulation through the establishment of an industry culture in which Concessionaries are able to acknowledge that respect for and protection of consumers' rights are in the best interests of their commercial activities, the sector, and the citizens of the Republic of Trinidad and Tobago.

In particular, the Authority requires each Service Provider to develop and submit to the Authority:

- A Customer Charter which outlines operational practices
- A Privacy Policy as an element of said Customer Charter
- The necessary data collection systems to compile and submit periodical Quality of Service reports.

In addition to such instruments to be developed by Service Providers, and approved by the Authority, the principles outlined in the policy and its relevant regulations shall guide such issues in consumer rights and obligations.

## 9. SUMMARY OF POLICY STATEMENTS

### 1. Access to Telecommunications Services

*The Authority shall recognize the consumer's right to access basic public telecommunications services and, shall regulate the telecommunications sector through the enforcement of the relevant Concession obligations and regulations in force, in such a manner so as to facilitate ubiquitous access to basic telecommunications services in Trinidad and Tobago.*

### 2. Access to Broadcasting Services

*The Authority shall regulate the Free-to-Air Broadcasting Sector so as to encourage pervasive coverage, such that at any location in the Republic of Trinidad and Tobago may receive a signal from at least one commercial Free-to-Air Radio station, and at least one commercial Free-to-Air Television station.*

*The Authority shall regulate the subscription broadcasting Sector so as to encourage pervasive availability of high quality broadcasting services to all locations in the Republic of Trinidad and Tobago.*

### 3. Consumer-Related OoS Standards:

*Concessionaires shall be required to comply with the standards set out in Annex 1.*

*The Authority shall continuously oversee and develop the necessary consumer-related Quality of Service standards in order to ensure that Concessionaires maintain an acceptable service standard and to enable consumers to compare the quality of services offered by various Concessionaires.*

*The Authority may review the applicable indicators and standards from time to time, as deemed necessary to adapt to the changing industry landscape. The minimum set of consumer-related Quality of Service indicators, standards and measurement methods that the Authority proposes to adopt have been included in Annex 1 to this document.*

**4. Customer Satisfaction Index:**

*The Authority proposes to conduct and publish periodic consumer satisfaction surveys to complement its system of QoS standards and monitoring.*

**5. Compliance with QoS standards:**

*The Authority shall require that reports on quality of service be submitted by Concessionaires in accordance with the relevant regulations.*

*The Authority's regulations shall establish the manner in which these reports are to be submitted by Concessionaires, to allow for the ongoing evaluation of service performance against applicable indicators and standards.*

*Compliance shall be ensured using a variety of regulatory approaches, including but not limited to: disclosure, consumer remedies and enforcement.*

**6. Consumer-Related Network Quality of Service:**

*The Authority considers that given the characteristics of the domestic telecommunications and broadcasting industry, it is in the best interest of consumers for the Authority to develop a system of minimum Quality of Service (QoS) standards, to which Concessionaires should adhere.*

*The Authority proposes to publish periodic comparative Quality of Service reports and to require that Concessionaires periodically submit Quality of Service statistics in accordance with a standardised format to be outlined by the Authority.*

**7. Consumer access to information:**

*Concessionaires shall provide sufficient information reasonably required to make informed consumption decisions. This information must be given adequate prominence to ensure that it reaches the attention of the general service consuming public (including, as far as practicable, differently-abled consumers, and provided) in a manner that is not confusing, misleading or deceptive.*

*Additionally, the Authority proposes to institute measures that would facilitate greater access to information by consumers to assist them in making informed buying decisions. Such measures may include, but may not be limited to, the*

*periodical publication of customer bulletins and the publication of objective tariff comparisons.*

**8. Timely Provision of Information**

*Concessionaires shall provide free-of-charge, transparent, up-to-date and accurate information to customers of telecommunications services, including customers roaming domestically or internationally, relating to the cost of such services, emergency service contact information, and such other information as prescribed by the Authority.*

**9. The Customer Charter:**

*Providers of Public Telecommunication Services or Subscription Broadcast Services shall establish a Customer Charter, which is to be approved by the Authority.*

*The consumer has a right to access a Concessionaire's Customer Charter and a Concessionaire must ensure its Customer Charter is:*

- *published on its website*
- *displayed at any publicly accessible part of the Concessionaire's principal place of business and all public offices. And*
- *made available upon request to any member of the public, for which the Concessionaire may levy a reasonable charge.*

*The Customer Charter must contain all the necessary information to enable the general public to make rational and informed decisions, and shall be used as a synopsis of the Concessionaire's commitments to a customer.*

*In accordance and pursuant to the Universal Service Programme, the Customer Charter shall be made available in audio and Braille formats, or any other specified format for differently-abled individuals.*

*The Customer Charter should at minimum, supply relevant, coherent, updated and sufficient information, regarding the Concessionaire's:*

- *Business name, and company information,;*
- *Policy on waivers, compensation and pay-back conditions, where applicable*

- *Policy with respect to general billing practices, late payment penalties, disconnection, and the circumstances which may warrant such*
- *Customer Privacy Policy;*
- *Complaint resolution policy; and*
- *Policy with respect to any technical support or repair services as well as any procedure for reporting lost and stolen equipment.*

**10. Contractual information:**

*Contracts shall be made available to customers which outline all relevant provisions under which services are to be provided..*

*Where Concessionaires provide services to customers pursuant to subscriber contracts, they shall ensure that such contracts are made available and clearly and accurately explained by representatives of the Service Provider before the customer commits to the relevant service.*

*The consumer has a right to receive from Concessionaires, clear, correct and complete information in service contracts, inclusive of all details which are relevant to service provision and the subscriber's interests.*

*The Authority shall require Concessionaires to annually submit for approval standard form contracts, or forms of agreement for their service, such approval to not be unreasonably withheld.*

*Service contracts must therefore include at a minimum:*

- *Content of agreement;*
- *Date and location where the agreement is made;*
- *Names, titles and addresses of the agreement parties;*
- *Liabilities of parties;*
- *The commencement date of the contract, agreement period and termination date of the agreement;*
- *The conditions and term of renewal of the service contract, if applicable;*
- *How the customer is to be notified of changes to the contract;*
- *The events that give rise to early termination and, if applicable, any penalties associated with such, and the rights of each party to early termination rights;*

- *The minimum period and the manner for notification of termination, if applicable;*
- *Definitions of services provided, as well as the time for the initial connection;*
- *Content of the tariffs and the ways to learn current information about the tariff changes;*
- *Complaint handling mechanisms and method of initiating procedures for such mechanisms;*
- *Whether there are any penalties in the contract, the nature of the penalties, and the circumstances that would warrant a penalty being imposed on the customer;*
- *Information about the needed technical equipment and accessories for the subscriber to get the service;*
- *Date of approval by Authority if the agreement requires approval.*

*Subscriber contracts must be clearly readable with Concessionaires applying due care with respect to type size and type/background contrast to ensure same. .*

*Concessionaires shall be obliged to give one signed copy to the customer upon subscribing to a service.*

*Concessionaires should give the subscriber the opportunity to accept or deny the approval of receiving voice or written messages, which are used for the advertisement of the Concessionaire itself or other party.*

*The Authority shall encourage Concessionaries to uphold strict ethical standards for contract drafting and negotiation, and Concessionaires shall not use unfair contract terms in contractual agreements.*

*Concessionaires allowing customers to subscribe to services by electronic channels must ensure that the potential customer is given a clear option of accepting or rejecting the terms of service, and the option to print the relevant terms and conditions if so desired.*

## **11. Modification of Contracts and Tariffs:**

*Where within an annual return a Service Provider wishes to modify its standard contract, the Concessionaire shall submit the revised contract for approval, such approval to not be unreasonably withheld.*

*In instances where a Service Provider wishes to amend a contract, the customer must be given at least thirty (30) days' notice. Customers have a right to withdraw from a contract if they do not accept the proposed amendments to service conditions, and should be informed of the procedures to do so.*

**12. Contract duration:**

*The Concessionaire shall ensure that consumer contracts containing a minimum term which exceeds twelve (12) months shall be provided expressly with the option to obtain the same services and equipment under a contract without any minimum term.*

*The Concessionaire shall also give the consumer the option to obtain the same services and equipment under contracts with shorter minimum terms and shall ensure that the increment between the minimum terms of the options offered shall not exceed twelve (12) months.*

**13. Service Activation:**

*The consumer has a right to timely service activation (and re-activation) as quantified by the relevant Quality of Service standards outlined by the Authority.*

*Where installation is required at customer premises, the Service Provider shall employ best practice in undertaking same to minimise any negative effect on customer premises.*

**14. Customer Equipment (CE):**

*A provider of fixed telecommunications, broadband and/ or subscription broadcasting services shall make available to the customer at least one (1) CE (or the option to receive such as the case may be) and relevant access connection per subscription*

*A provider of mobile telecommunications services, and free-to-air broadcasting services should generally not have the onus of provision of CE in the provision of services,*

*The terms and conditions relating to the provision and use of a CE must be clearly outlined in the customer's service contract, inclusive of any applicable rental charges.*

*Where a customer of fixed or mobile telephone services chooses to privately obtain their own CE, they shall not be obliged to incur the cost of mandatory CE provision, once such CE is fully compatible with the Concessionaire's network as certified by the Authority, and is not in violation of the consumer's obligations.*

*Where a customer service contract contains a minimum term, any penalty for early termination of the contract shall be in respect only of any subsidy provided by the Service Provider to the user under or in connection with the contract as it relates to the CE, and such shall be pro-rated over the term of the contract in accordance with a straight line amortisation method.*

**15. CE for differently-abled persons and Priority Assistance Services:**

*A telecommunication Service Provider shall make available to differently-abled persons, access to basic telecommunications services and appropriate CE in a manner that meets the special needs of such persons, on terms, and in circumstances, that are comparable to those for which other nationals have access to basic telecommunications services, in accordance with the Universality Regulations.*

*In accordance with the provisions of the Universal Service Programme, Concessionaires shall receive reimbursement for the provision of services as outlined above, where the user is identified in a National Registry for differently-abled Persons as developed by the relevant State Agency.*

*Priority Assistance Services should also be made available by Concessionaires and provided upon request to individuals with diagnosed, life-threatening medical conditions, who depend on a reliable telephone service that would facilitate calls for assistance when needed. Concessionaires should use their best efforts to accommodate priority customers.*

**16. Mobile Handset Locking:**

*Where terminal equipment which has been locked or otherwise restricted so as to access only the Concessionaire's network or service is supplied to a user, the Service Provider shall, upon termination of the relevant user contract be it pre-paid or post-paid, and free of charge, remove such lock or restriction.*

*The Concessionaire shall not supply (whether directly or indirectly through agents or other retail suppliers) terminal equipment which has been so locked or restricted*

*to any user who has not entered into a service contract with the concessionaire in respect of such equipment.*

*A customer may not be entitled to request phone-unlocking without charge if their account is in arrears, or is suspended pending the resolution of some dispute relating to debt.*

**17. Consumer Privacy:**

*Consumers have the right to have their privacy respected and protected in relation to the utilization of telecommunications services. Therefore, the Authority shall require Concessionaries to develop a consumer Privacy Policy which shall treat with privacy issues arising out of any particular service offered. Such Policy should be included as an element of the published Customer Charter, as is to be approved by the Authority.*

**18. Disclosure of Customer Information:**

*Concessionaires shall not be permitted to share, sell or disclose personal information collected from the customer at the time of subscription, without the customer's prior and explicit consent of the party to whom the information is disclosed, and the purpose required.*

*Notwithstanding the general obligation, Concessionaires may disclose personal information without consent in instances that shall be defined by the Authority and relevant authorities.*

*The Authority shall require the Concessionaire to include mechanisms in the proposed Privacy Policy which shall provide the customer with control over publication of that customer's assigned number.*

**19. Calling Number Display:**

*Concessionaires that provide public telecommunications service shall enable customers to block the display of their Calling Number/Name Display information. Issues relating to the manner in which such information is used shall be addressed in the Concessionaire's Privacy Policy.*

*Concessionaires shall take such measures to ensure that their services accurately transmit CLI, either across networks or to the receiving party, providing that the Calling Party has not requested the blocking of display of their Caller ID.*

*When contacting customers for any purpose, by any means, the Concessionaire shall not block their caller identification information, and shall transmit all relevant identification information for display.*

**20. Customer Proprietary Network Information:**

*Concessionaires should refrain, as much as possible, from disclosing Customer Proprietary Network Information (CPNI) and should include provisions in their contracts with customers that assure consumers of same. Such provisions shall be in accordance with the Act and the Concession agreement, and shall be outlined within the respective Privacy Policy.*

**21. Directory Publication and Directory Assistance Services:**

*The Authority shall determine criteria by which it will select a Service Provider to be responsible for the publication of an integrated telephone directory for a period of five (5) years.*

*Other Concessionaires shall submit, without the payment of any fee or charge, the relevant information on their customers to the selected Service Provider for inclusion in the integrated directory,*

*All customers of telecommunications services have the right to a printed directory free of charge and to be enrolled in subscriber directories without discrimination.*

*Customers also have the right to demand being unlisted in the publicly open directories, without any associated fee or charge. In this regard, a Concessionaire who forwards customer numbers for inclusion in printed directories should advise the public on appropriate opt out timeframes before directory publications*

*Directories should also include information relating to: emergency call placement (displayed conspicuously in the front part of the directory); local and long distance call placement; and support services for differently-abled persons.*

*Operator based directory assistance services should be functioning, at minimum, between 8am and 4pm every day, inclusive of weekends and non-working day.*

*Where such services are offered wholesale to other Concessionaires, it should be cost based.*

**22. Telemarketing:**

*The Authority recognizes that its scope in terms of regulating telemarketing practices is limited to only Concessionaires.*

*No telemarketing call should be made to any emergency line or service for which the calling party is charged, or be made before 8am or after 8 pm to a residential line.*

*No calls using automated or pre-recorded content should be made unless specifically permitted beforehand by a customer, and there should hence be provisions in standards service contracts regarding the receipt of such calls or messages.*

*No Service Provider should send unsolicited advertisements or other marketing and promotional messages to the consumer unless it has received the customer's express prior approval for such messages.*

*Service Providers engaging in telemarketing should develop internal telemarketing policies, which include opt-out notifications and do-not-call lists.*

*The minimum time of inclusion of a customer's number in a do-not call list should be six months. All telemarketing calls should clearly identify the initiating party, purpose of the call and should be sent with the relevant caller identification information.*

**23. Services for the prevention of 'prank' calls:**

*Concessionaires that provide public telecommunications service shall make available to the customer, services for the customer-led mitigation of unsolicited calls.*

*The Concessionaire's Customer Privacy Policy, which must be included or referred to in the Customer Charter, must specify the services available for the mitigation of unsolicited calls. Such services may include, but shall not be limited to Call Trap services, Call Trace services, and various unsolicited-call prevention service features. The cost of additional features should be properly outlined in the*

*customer's service contract, and should be clearly stated on the customer's invoice as an additional charge.*

*Pursuant to an Order from the Courts or an appropriate warrant from the TTPS, Concessionaires shall make every reasonable effort to identify the source of an obscene or threatening call once that call has been identified as having originated on its network.*

**24. Tele-fraud:**

*Concessionaires should take all reasonable measures to ensure that their networks are not used to facilitate fraudulent or criminal activities, including reporting evidence of such activities to the TTPS. In doing so, Service Providers shall exercise due diligence to ensure adherence to the Service Provider's Customer Privacy Policy.*

*The Authority shall exercise diligence in providing information to consumers on how to avoid being victimised by tele-fraud.*

**25. Accuracy in Billing information:**

*The Authority shall regulate Concessionaires so as to ensure that billing practices are fair and efficient.*

*Concessionaires shall produce billing information that enables consumers to have access to sufficient information to facilitate verification of the accuracy of billed charges and also easily read and understandable bills.*

*Billing procedures must be such that customer may meet their billing obligations on or before the due date, and bills must contain all information relevant to payment procedures and applicable late penalties.*

*Concessionaires who provide pre-paid services must provide a mechanism for pre-paid consumers to verify the credit balance for the subscribed service, without any related charge.*

**26. Billing cycles:**

*Concessionaires should design their billing cycles and payment systems such that customers have an adequate effective payment window, after which applicable late payment penalties are imposed.*

*Concessionaires shall ensure an effective payment window that is at minimum one half of the length of the respective billing cycle, (subject to a minimum of fourteen days).*

*The Concessionaire should make all best efforts to ensure that bills are printed as soon possible at the end of a billing cycle, delivered as soon as possible and in any instance, no more than five days after generation.*

**27. Free itemised billing:**

*A public telecommunication Concessionaire or subscription broadcasting service provided shall provide customers, upon request, with access to itemised details of all charges. Such itemised billing (once requested) shall be provided at no additional charge to the customer,*

**28. Service disconnection**

*A Concessionaire providing public telecommunications or subscription broadcasting services shall not disconnect a customer from service unless the customer is in serious and material breach of the terms and conditions of the service contract, which has not been rectified within a reasonable timeframe.*

*A Concessionaire should refrain from disconnecting service to a customer where all charges other than that disputed are settled.*

*The Concessionaire shall establish specific procedures that ensure due process in the disconnection of a customer, which are to be included or identified in the Concessionaire's published Customer Charter.*

*Disconnection of a customer from a public telecommunications or subscription broadcasting service shall be instituted by a Concessionaire only when warranted, in accordance with the Concessionaire's procedures to this effect.*

**29. Service termination:**

*A customer may, at any time, terminate a service agreement by notifying the Concessionaire via among other means, writing, telephone or email,*

*Customers may terminate a service agreement pursuant to any change in the tariff for the service without additional penalty other than that applicable generally for early termination of service*

*Termination of service should be done within seven days of receipt of request, and where applicable, any remaining credit should be repaid to the consumer within fourteen day of service termination.*

**30. Notice of Service Interruptions:**

*All customers of telecommunications services have the right to be provided advance notice by the Concessionaire of any service interruptions resulting from planned network outages to its customers.*

*In the case of any other service interruption, the Concessionaire shall take such reasonable steps to inform customers, the Authority and other Concessionaires, affected by the service interruption of the nature of the service interruption, including its best information regarding the restoration of service.*

**31. Truth in Marketing and Advertising:**

*Concessionaires shall give full disclosure of the terms and conditions for all services offered, including promotional offerings, and shall not engage in any advertising which is inaccurate, misleading or deceptive*

*The Authority shall monitor all marketing and advertising campaigns of Concessionaires and shall deal with incidents of misleading advertising on a case by case basis. In considering incidents of false and misleading advertising, the Authority may have consideration inter alia for:*

- *A misleading product/ service description regarding service accessibility, value, service quality or availability, including the use of negative advertising (i.e. disingenuous claims targeted to maliciously affect the brand of competitive services).*

- *A misleading billing/charging scheme where the advertised method of billing is not carried out by the Concessionaire, or that scheme is altered (e.g. through unauthorised transfer of account) without the knowledge of the customer.*
- *Failure to publish end dates on temporary offers on services causing consumers to unsuspectingly use a particular service long after any introductory or incentive period has expired thereby incurring costs that would apply outside that period.*

**32. Price Discrimination:**

*All consumers of telecommunications or subscription broadcast services have the right to obtain the same opportunities as similarly situated consumers, without discrimination, and to pay fair and consistent prices for the utilization of such services.*

**33. Transfer of consumers or “slamming”:**

*A Concessionaire of public telecommunication services should strictly refrain from the practice of transferring customers without authorisation.*

*Concessionaires should develop and document procedures for the switching of customers’ services, which are to be included or identified in the Customer Charter, and must at least meet the minimum requirements which may be established by the Authority.*

**34. Cramming:**

*Concessionaires must strictly refrain from the practice of cramming charges.*

*Concessionaires must ensure billing accuracy, truth-in-advertising and unambiguous contractual agreements with customers*

*The Authority believes that consumer prudence is the most effective mechanism to mitigate cramming, and encourages subscribers to utilise the means to their disposal’ to ensuring that bills are accurate and not misleading.*

**35. Consumer query responses:**

*Concessionaires should respond to consumer queries as little time as possible, within the standard timeframes prescribed by the Authority, and should commit to the time within which the investigation of such a query will be completed, when such query is received.*

**36. Toll free customer service lines:**

*Concessionaires of public telecommunications or subscription broadcasting services shall implement toll-free customer care service lines for all categories of service provided.*

*All costs associated with the provision of the toll free service (including interconnection costs) shall be borne by the Concessionaire providing the relevant service to the customer.*

*Customer care and assistance services which includes fault clearance assistance for eighteen (18) hours a day.*

**37. Complaint handling mechanisms:**

*Concessionaires shall develop and implement mechanisms for the consumer to make a complaint, whether verbal or written, for the handling of complaints and for the tracking and resolution of complaints in accordance with the generalised principles outlined in this draft Policy document.*

*Descriptions of such mechanisms are to comprise a component of the Customer Charter or related documents in the form of Consumer Complaints Handling Procedures, which must be submitted for approval by the Authority.*

**38. Complaint records:**

*Each Concessionaire shall be required to archive their records of consumer complaints, inclusive of all relevant information to such, for a minimum period of four years. Such archives may be audited by the Authority for the purpose of monitoring Concessionaire performance.*

**39. Availability of Concessionaire Complaint Forms:**

*In addition to the locations at which such is currently available, the Authority proposes that Concessionaire Complaint Forms be available at all places of business and services centres of Concessionaires together with a tamper-resistant receptacle for the submission of such.*

**40. Consumer Complaint Handling by the Authority:**

*The Authority shall investigate and resolve consumer complaints in respect of telecommunications and subscription broadcasting services in accordance with its “Consumer Complaints Handling Procedures”.*

**41. Consumer Obligations:**

*The Authority shall continue to engage in initiatives to educate consumers about their obligations in addition to their rights.*

*The areas of Consumer Obligations identified may form legitimate inclusions in Terms of Service of a Concessionaire’s contract or Customer charter as grounds for suspension or disconnection of service.*

- *Inappropriate use of Auto-calling systems*
- *Tampering with CE*
- *Persistent Misuse of a Network or Service*
- *Dishonest Churning.*

## ANNEX I: Quality of Service Indicators

### A1. Summary of Indicators and Standard Levels

Consumer-related quality of service indicators can be utilised for both public telecommunications and subscription broadcasting services. However, the application of indicators and standard levels may vary amongst the different types of services, and some indicators may not be applicable to all services. In this Policy, a standard refers to:

*“a document, established by consensus and approved by a recognised body, that provides, for common and repeated use, rules, guidelines or characteristics for activities in their results, aimed at achievement of the optimum degree of order in a given context” (ISO/IEC Guide 2.)*

This section of the *Consumer Rights and Obligations Policy* summarizes the appropriate indicators and standard levels intended as the initial targets in the regulations to this policy, by category of public telecommunication and subscription broadcasting services.

The Authority would like to stress that the standards associated with these indicators are designed as **minimum standards**, and that in an efficient competitive market, Service Providers should ideally operate such that they surpass these standards of Quality of Service.

In the context of using regulatory intervention by implementing minimum service standards to raise the quality of service offered in the industry, the Authority is sensitive to the fact that high capital investments may be necessary to upgrade the operations of existing Service Providers. The Authority hence recognizes that it may be necessary to impose certain of these QoS standards on a phased basis. As such, for certain indicators, there may be standards which shall be applicable immediately (upon implementation of the Regulations associated with this Policy), and in the short term (nine (9) months subsequent to the implementation of Regulations) and medium term (eighteen (18) months subsequent to the implementation of Regulations). Each subsequent timeframe shall require a higher service standard. It the goal of the Authority to create in the long term, a self-regulated market environment where high quality of service is promoted though the force of fair competition, subject only to minimum standards. Where no timeframe is defined, the standard shall be binding immediately.

Operators which enter the market subsequent to the implementation of this policy and its associated Regulations shall upon entry, be subject to the standards qualified as immediate. The standards qualified as ‘short term’ shall be applicable to the entrant after nine (9) months subsequent to the start of commercial operations, and those qualified as

‘medium term’ shall be applicable after eighteen (18) months of commercial operation. This provision is intended to give the entrant the same opportunity offered to existing Service Providers to acclimatise their business operations to the prevailing market environment, and to provide the requisite time associated with implementing strategic investment and network upgrading plans.

<u>Time Frame</u>	<u>Definition</u>
Immediate	Applicable standards shall be binding upon implementation of the Consumer Rights Regulations (or entry into the market).
Short Term	Applicable standards shall be binding after nine months subsequent to the implementation of the Consumer Rights Regulations (or entry into the market).
Medium Term	Applicable standards shall be binding after eighteen (18) months subsequent to the implementation of the Consumer Rights Regulations (or entry into the market).
Long Term	Further increases in quality of service should be induced via competitive forces ( <i>unless the periodic review of by the Authority finds it necessary to amend Policy and associated Regulations to implement further standards</i> ) where existing minimum standards shall still be binding.

Where an indicator is needed on a geographical basis, such should be done for the classifications outlined by the Central Statistical Office of Trinidad and Tobago (CSO). However, the Authority recognises the potential limitations to these geographic definitions, and will seek to consult with the industry on the most appropriate boundaries for geographic reporting on QoS. Additionally, the Authority recognises that Service Providers may need to upgrade their information management systems in order to facilitate geographic reporting. As a result, the Authority proposes that where a QoS indicator is identified as requiring reporting on a geographical basis, such will not be required until the short term (nine (9) months subsequent to the implementation of Consumer Right Regulations). The Authority believes that geographical reporting is a critical element of successfully tracking the performance of the telecommunications sector, as it allows for the identification of specific regulatory issues.

**List of geographical regions in Trinidad and Tobago**

*Arima Borough; Chaguanas; Couva/Mayaro; Couva/Princes Town; Couva/Tabaquite; Diego Martin; Mayaro/Rio Claro; Penal/Debe; Penal/Princes Town; Penal Siparia; Point Fortin/Siparia; Port of Spain; Princes Town; San Fernando; San Juan/Lavantille; San Juan/Tunapuna; Sangre Grande; Siparia; Siparia/Point Fortin; Tobago; Tunapuna/Piarco.*

*N.B.: Definitions of geographical reporting regions are subject to change based on consultative feedback*

### **A1.1 Customer Service Indicators**

The following indicators relate to the quality of service associated with the customer service related functions of the Service Providers. It should be noted that where standards are defined in terms of days (as in indicators 1.1, 1.2 and 1.3), a day is meant to be defined as a working day.

**Indicator 1.1 Service Activation Time**

**Definition**

The percentage of new subscriptions with an activation time (the time period between payment for service and when the service is actually activated less than or equal to the applicable standard). The installation of the service shall be completed within this time period, provided that internal wiring has been completed up to the point of demarcation.

**Purpose**

This standard is designed to ensure that consumers are guaranteed timely and efficient service activation of new subscriptions. The indicator will also allow the Authority to determine whether activation times are substandard in particular geographic areas.

**Measurement Method**

The total number of new service subscriptions activated on or before the applicable standard (or on a preferred date specified by the consumer) divided by the total number of service activation requests in the respective period, multiplied by 100%. *All new subscriptions must be used as data points when calculating this indicator.*

$$I_{1.1} = \frac{\sum a}{n} * 100$$

Where: a = 1 if (v-p) ≤ s (timely activation)  
 a = 1 if (v = date selected by customer)  
 a = 0 if (v-p) > s (late activation)  
 p = date of payment for individual new subscription  
 v = service activation date  
 n = total number of subscription requests in respective period  
 s = applicable standard timeframe

**Standards**

Service Activation should take place within the following timeframes:

Concessionaire group	Immediate	Short Term	Medium Term
<i>Fixed Telecommunications</i>	75% in <5 days 95% in <7 days 100% in <10 days	75% in <3 days 95% in <5 days 100% in <10 days	75% in <3 days 95% in <5 days 100% in <7 days
<i>Mobile Telecommunications</i>	95% in <1 hr 99% < 5 hrs 100% in <24 hrs	95% in <1 hr 99% < 5 hrs 100% in <24 hrs	95% in <1 hr 99% < 5 hrs 100% in <24 hrs
<i>Subscription Broadcast</i>	75% in <3 days 95% in <5 days 100% in <7 days	75% in <2 days 95% in <3 days 100% in <7 days	75% in <1 days 95% in <2 days 100% in <3 days
<i>Free-to-air Broadcast</i>	Not Applicable	Not Applicable	Not Applicable

**Data Requirements**

Information on service activation times is to be generated from the Service Provider's customer account database, and collated to calculate the indicator.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

Geographical Basis: Indicator should be submitted on both a national and regional (per geographical region) basis.

**Indicator 1.2 – Average Waiting-time for Service Activation****Definition**

The average waiting time for service activation where access network is available, but there is no capacity for service activation.

**Purpose**

This standard is designed to ensure that consumers are not subject to unduly long waiting periods for service activation for new subscriptions, where facilities are not available. This indicator will relate to customers whose interests are not protected by the standards for Indicator 1.1.

**Measurement Method**

The sum of the waiting periods for the confirmation of available facilities (difference between date of service request and confirmation of spare capacity at locale) divided by the number of new service requests in the respective period, for which no facilities are initially available.

$$I_{1.2} = \frac{\sum^n (c - r)}{n}$$

Where

*r = date request for new service subscription*

*c = date of confirmation of available facilities*

*n = total number of subscription requests in respective period*

*(For which consumer is put on waiting list due to unavailable facilities)*

**NB:** Where the access network has not yet been built out, the Authority shall work with the relevant Concessionaire(s) to address such deficiencies.

Average service activation waiting time should be less than the following timeframes:

Concessionaire group	Immediate	Short Term	Medium Term
<i>Fixed Telecommunications</i>	28 days (avg.)	21 days	14 days
<i>Mobile Telecommunications</i>	28 days	21 days	14 days
<i>Subscription Broadcast</i>	28 days	21 days	14 days
<i>Free-to-air Broadcast</i>	Not Applicable	Not Applicable	Not Applicable

**Data Requirements**

Information on waiting list times is to be generated from the Service Provider's customer account database, and collated to calculate the indicator.

**Timeframe:** Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

**Geographical Basis:** Indicator should be submitted on both a national and regional (per geographical region) basis.

**Indicator 1.3 - Service Re-activation Time****Definition**

The percentage of service reactivations (the time period between the settlement of respective issue and when the service is actually re-activated) carried out in less than applicable standard. For example, service re-activation may occur where a consumer has been disconnected from a service.

**Purpose**

This standard is designed to ensure that consumers are guaranteed timely and efficient re-activation for existing subscriptions for which service has been suspended. Such suspension may be due to some dispute such as unpaid arrears.

**Measurement Method**

The total number of suspended subscriptions for which service is re-activated (after settlement respective issue validating disconnection) before the applicable standard timeframe divided by the total number, divided by total requests for such re-activation, multiplied by 100%.

Re-activation time is the difference between the recorded date and time of payment of arrears (or dispute settlement) and the recorded date and time of re-activation of service to the consumer.

$$I_{1.3} = \frac{\sum a}{n} * 100$$

Where: a = 1 if (v-p) ≤ s (timely re-activation)

a = 0 if (v-p) > s (late re-activation)

p = time of settlement of arrears/dispute

v = time of service re-activation

n = total number of re-activation requests in respective period

s = applicable standard timeframe

**Standards**

Service reactivation should take place in the following time frames:

Concessionaire group	Immediate	Short Term	Medium Term
<i>Fixed Telecommunications</i>	100% in 48hrs	95% in 36hrs 100% in 48hrs	95% in 24hrs 100% in 48hrs
<i>Mobile Telecommunications</i>	100% in 1 hr	100% in 1 hr	100% in 1 hr
<i>Subscription Broadcast</i>	100% in 24hrs	95% in 18hrs 100% in 24hrs	95% in 12hrs 100% in 24hrs
<i>Free-to-air Broadcast</i>	Not Applicable	Not Applicable	Not Applicable

**Data Requirements**

Information on service re-activation times is to be generated from the Service Provider's customer account database, and collated to calculate the indicator.

Timeframe: Indicator should be submitted on both a quarterly and annual basis.

Geographical Basis: Indicator need only be submitted on a national basis.

**Indicator 1.4 – Fault Incidence**

**Definition**

The number of service fault complaints received per 1000 subscriptions in a given period.

**Purpose**

This standard is designed to ensure that consumers are guaranteed reliable service of a high quality, within minimum incidence of faults.

**Measurement Method**

Total number of reported faults in a given period, multiplied by 1000 divided by total number of national lines.

$I_{1.4} = (F/L) * 1000$ <p><i>F = total number of faults reported in period</i>  <i>L = total number of national service lines/subscriptions</i></p>
---

**Standards**

Fault incidence per 1000 subscriptions should be limited to the following ranges

Concessionaire group	Immediate	Short Term	Medium Term
<i>Fixed Telecommunications</i>	<60	<55	<45
<i>Mobile Telecommunications</i>	<60	<55	<45
<i>Subscription Broadcast</i>	<60	<55	<45
<i>Free-to-air Broadcast</i>	Not Applicable	Not Applicable	Not Applicable

*Note: In all instances, repeat faults should be less than 5% of total received faults (3 per 1000 lines). A repeat fault is one which has been previously reported by the consumer, within the preceding 30 days.*

**Data Requirements**

Information on service fault incidence is to be generated from the Service Provider’s operational support database, and aggregated to calculate the indicator.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

Geographical Basis: Indicator should be submitted on both a national and regional (per geographical region) basis

**Indicator 1.5 – Fault Repair Time**

**Definition**

The percentage of fault repairs fulfilled within applicable standard timeframes. Fault Repair time is the difference between the time of receiving a fault report, and the time at which service is fully restored.

**Purpose**

This standard is designed to ensure those consumers are guaranteed efficient and timely restoration of services due to fault incidence.

**Measurement Method**

The total number of faults repaired before the applicable standard timeframe divided by the total number of fault complaints received in respective period, multiplied by 100%.

$$I_{1.5} = \frac{\sum^n (a/n) * 100}{n}$$

Where: a = 1 if (r-f) ≤ s (timely repair)  
 a = 0 if (r-f) > s (late repair)  
*f* = time of receipt of fault report  
*r* = time of fault repair clearance  
*s* = applicable standard timeframe

**Standards**

Reported faults should be repaired within the following timeframes:

Concessionaire group	Immediate	Short Term	Medium Term
<i>Fixed Telecommunications</i>	100% in 48hrs	75% in 36hrs 100% in 48hrs	75% in 24hrs 100% in 48hrs
<i>Mobile Telecommunications</i>	100% in 48hrs	95% in 36hrs 100% in 48hrs	95% in 24hrs 100% in 48hrs
<i>Subscription Broadcast</i>	100% in 48hrs	75% in 36hrs 100% in 48hrs	75% in 24hrs 100% in 48hrs
<i>Free-to-air Broadcast</i>	Not Applicable	Not Applicable	Not Applicable

**Data Requirements**

Information on fault repair times is to be generated from the Concessionaire’s operational support database, and collated to calculate the indicator.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

Geographical Basis: Indicator need only be submitted on a national basis.

**Indicator 1.6 - Consumer Query Response Times**

**Definition**

The time period elapsed between the start of a consumer’s query request and the acknowledgement that the query was recorded by the Service Provider. Consumer queries can be made via consumer assistance phone numbers, an email to a customer service email address, a letter or fax to customer support offices, or at a customer service centre of the Service Provider.

**Purpose**

This ensures that consumer queries relating to billing, malfunctioning connection, quality of service and other issues are dealt with promptly and satisfactorily. The Service Provider will be required to include a commitment as to the time within which the investigation will be completed in their response to the consumer.

**Measurement**

The number of consumer queries with response times (period elapsed between the start of a consumer’s query request and the acknowledgement that the query was recorded by the Service Provider) less than the applicable standard, divided by the number of queries received in given period for respective method of query, multiplied by 100%

$$I_{1.6} = \frac{\sum^n (a/n) * 100}{n}$$

Where: a = 1 if (r-c) ≤ s (timely response)  
 a = 0 if (r-c) > s (late response)  
 f = exact time of receipt of query  
 r = exact time of query response  
 s = applicable standard timeframe  
 n = number of complaints received in period via respective method

**Standard**

Concessionaire Group	Customer Query Response time			
	Telephone Support	Email Support	Postage or Faxed Letter	Customer Service Centres
<i>Fixed Telecommunication</i>	85% < 40 seconds 95% in < 2.5 minutes	95% < 24 hrs (or next working day)	85% in < 3 days 95% < 5 days	85% < 30mins 95% < 1 hr
<i>Mobile Telecommunication</i>	85% < 40 seconds 95% in < 2.5 minutes	95% < 24 hrs (or next working day)	85% in < 3 days 95% < 5 days	85% < 30 mins 95% < 1 hr
<i>Subscription Broadcast</i>	85% < 40 seconds 95% in < 2.5 minutes	95% < 24 hrs (or next working day)	85% in < 3 days 95% < 5 days	85% < 30 mins 95% < 1 hr
<i>Free-to-air Broadcast</i>	85% < 40 seconds 95% in < 2.5 minutes	95% < 24 hrs (or next working day)	85% in < 3 days 95% < 5 days	85% < 30 mins 95% < 1 hr

*Average time for consumer queries response should be within above ranges.*

**Data Requirements**

Information on customer query response times is to be generated from the Concessionaire's customer service database, and collated to calculate the indicator.

Timeframe: Indicators should be submitted on both a quarterly and annual basis.

Geographical Basis: Indicators need only be submitted on a national basis.

**Indicator 1.7 – Customer Service Call Answering Time**

**Definition**

The percentage of customer service calls which are answered within standard timeframe, during a given period.

**Purpose**

This ensures that consumer service calls are answered quickly. This indicator applies only to customer support accessed via telephone, and is relevant in conjunction with the ‘Consumer Query Response Time’ indicator. After a call is answered within the ‘Consumer Service Call Answering Time’ standard, the respective query should be responded to within the ‘Consumer Query Response Time’ standard.

**Measurement**

The sum of consumer call answer times (period elapsed between initiation of a consumer’s call and the answering of such by the Service Provider) divided by the number of queries received in a given period for respective method of query.

$$I_{1.7} = \frac{\sum^n (a/n)}{n} * 100$$

Where: a = 1 if (r-f) ≤ s (timely answer)  
 a = 0 if (r-f) > s (late answer)  
 f = time of initiating service support call  
 r = time of answering service support call  
 s = applicable standard timeframe

**Standard**

Customer Service Support calls should be answered within the following timeframes.

Concessionaire Group	Customer Service Call Answering Time		
	Telephone Support (electronic answer)	Telephone Support (operator answer)	Calls not answered
<i>Fixed Telecommunications</i>	80% within 10secs 95% within 20secs	80% within 20secs 95% within 40secs	1%
<i>Mobile Telecommunications</i>	80% within 10secs 95% within 20secs	80% within 20secs 95% within 40secs	1%
<i>Subscription Broadcast</i>	80% within 10secs 95% within 20secs	80% within 20secs 95% within 40secs	1%
<i>Free-to-air Broadcast</i>	Not Applicable	Not Applicable	Not Applicable

Note: After call has been answered, average time taken to receive effective assistance should be within the standard defined in *Indicator 1.6 (Consumer Query Response Time)*.

**Data Requirements**

Information on customer service support call answering times is to be generated from the Service Provider's customer support service database, and collated to calculate the indicator.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

**Indicator 1.8- Consumer Complaint Resolutions**

**Definition**

The percentage of the total number of consumer complaints received for a service offered, which have been resolved by a Service Provider before the applicable standard, within the given period.

**Purpose**

This standard is designed to ensure that Service Providers resolve the majority of received consumer complaints via their internal complaint handling procedures.

**Measurement Method**

The number of complaints received and subsequently resolved within the standard timeframe, divided by the total number of logged complaints from the Service Provider per service offered, multiplied by 100%. The total number of complaints shall include complaints which have been received, but not resolved in the preceding period, excluding those which have been forwarded to the Authority by consumers.

$$I_{1.8} = \frac{\sum a}{n} * 100$$

Where: a = 1 if (r-c) ≤ s (timely resolution)

a = 0 if (r-c) > s (late resolution)

c = date of lodgment of complaint

r = date of resolution of complaint

n = total number of complaints received in respective period

s = applicable standard timeframe

**Standards**

Consumer complaints should be resolved within the following timeframes:

Concessionaire group	Immediate	Short Term	Medium Term
<i>Fixed Telecommunications Concessionaires</i>	75% in 10 days 100% in 20 days	75% in 7 days 95% in 10 days 100% in 20 days	75% in 5 days 95% in 7 days 100% in 20 days
<i>Mobile Telecommunications Concessionaires</i>	75% in 10 days 100% in 20 days	75% in 7 days 95% in 10 days 100% in 20 days	75% in 5 days 95% in 7 days 100% in 20 days
<i>Subscription Broadcast Concessionaires</i>	75% in 10 days 100% in 20 days	75% in 7 days 95% in 10 days 100% in 20 days	75% in 5 days 95% in 7 days 100% in 20 days
<i>Free-to-air Broadcast Concessionaires</i>	Not Applicable	Not Applicable	Not Applicable

**Data Requirements**

Information on consumer complaint resolution is to be generated from the Service Provider's consumer complaints database, and collated to calculate the indicator.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

Geographical Basis: Indicator need only be submitted on a national basis.

**Indicator 1.9 - Billing Accuracy****Definition**

The percentage of total billing invoices prepared for any given billing cycles which are valid, accurate and error-free.

**Purpose**

This indicator is designed to protect consumers' rights to fair and accurate billing by minimising the incidence of billing errors.

**Measurement Method**

Billing Accuracy in a single billing cycle is the value of one (1) minus the proportion of erroneous bills (the number billing error-related complaints logged by a Service Provider or the Authority divided by the total number of issued billing invoices) in a given period, multiplied by 100%. Billing Accuracy in single billing cycles is averaged over the applicable period.

$$I_{1.9} = \frac{1}{T} \sum_{t=1}^T [(1 - (e_t/n_t)) * 100]$$

Where (t = 1, 2, ..., T)

$e_t$  = number of billing complaints in billing cycle 't'

$n_t$  = total number of invoices in billing cycle 't'

T = the number of billing cycles in respective period

**Standards**

Less than 1% of invoices should be inaccurate during a given period, and no more than 0.02% of bills should be disputed without resolution in a given cycle.

<i>Fixed Telecommunications Concessionaires</i>	≥ 99%
<i>Mobile Telecommunications Concessionaires</i>	≥ 99%
<i>Subscription Broadcast Concessionaires</i>	≥ 99%
<i>Free-to-air Broadcast Concessionaires</i>	N/A

**Data Requirements**

Information on billing accuracy is to be generated from the Service Provider's accounting database, and collated to calculate the indicator.

**Timeframe:** Measurements for each billing cycle should be appropriately averaged in order to be calculated on a monthly basis and submitted on a quarterly basis.

## **A1.2 Telecommunications Specific Indicators**

### **Indicator 2.1 - Public Payphone Availability**

#### **Definition**

The percentage of public payphones operational on a daily basis, on average within the given time period.

#### **Purpose**

This standard aims at ensuring optimal access to a basic telecommunication service for individuals or communities who may not be able to afford or do not have access to a private public telecommunication service subscription.

#### **Measurement Method**

The value of one (1) minus the proportion of non-operational public pay phones in a given time period, multiplied by 100%. The proportion of non-operation phones is equal to the total number of non-operation phones (inclusive of those which are non-operational due to vandalism) on a given day, divided by the total number of established public payphones.

$$I_{2.1} = \frac{1}{T} \sum_{t=1}^T [1 - (d_t/n)]$$

where (t = 1, 2, ..., T)

$d_t$  = number of non-operational payphones on day 't'

$n$  = total number of established payphones

$T$  = total number of days in period

(e.g. 365 for year, 91 for quarter)

#### **Standards**

Less than 15% of public payphones should be out of service during a given period.

<i>Fixed Telecommunications Service Providers</i>	≥ 85%
<i>Mobile Telecommunications Service Providers</i>	≥ 85%

#### **Data Requirements**

Information on public payphone availability is to be generated from the Service Provider's payphone operational logs, and collated to calculate the indicator.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

Geographical Basis: Indicator should be submitted on both a national and regional (per geographical region) basis.

**Indicator 2.2 – Network Grade of Service/ Service Accessibility****Definition**

The overall percentage of time during which the service network can be accessed by consumers.

**Purpose**

This standard is designed to ensure that the consumer has reliable and consistent access to the service network.

**Measurement Method**

The value of one (1) minus the total proportion of time for which the service network is down or inaccessible to consumers during a given period, multiplied by 100%. The proportion of network down time is equal to the total amount of time for which the network is inaccessible, divided by the total length of the measured period.

$$I_{2.2} = (1 - (d/p)) * 100$$

*d = cumulative total minutes of down time during period*

*p = number of minutes in measured period*

*(approximately 42500 minutes in month)*

**Standards**

Network should not be down for more than 0.01% of a given period.

<b>Concessionaire</b>	<b>Network</b>	<b>Individual</b>
<i>Fixed Telecommunications</i>	≥ 99.99%	≥99.95%
<i>Mobile Telecommunications</i>	≥ 99.9%	≥99.0%
<i>Subscription Broadcast</i>	≥ 99.9%	≥99.5%
<i>Free-to-air Broadcast</i>	N/A	N/A

Note: The Authority proposes that for subscription broadcasting services, when the network is accessible; at least 95% each of the individual provided channels within a service package should be accessible at any given time. This means that not more than one (1) out of every twenty (20) stations within a given subscription package must be unavailable at any point in time.

**Data Requirements**

Information on service network down time is to be generated from the Service Provider's operational systems database, and aggregated to calculate the indicator.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

## **Indicator 2.3- Speech Transmission Quality**

### **Definition**

A subjective quantitative measure, of the quality of speech for the duration of a voice connection. Applicable for all public telecommunications Service Providers.

### **Purpose**

This standard aims to ensure that the clarity of communication is maintained throughout the transmission of the communication signal across Concessionaire network(s). This measure will ensure that the quality of calls received by the end user is such that any impairment in the signal introduced by transmission does not degrade the quality of the communicated signal to being unintelligible by the average user.

### **Measurement**

The average speech quality received at the edge of the network/or at the terminal of the end-user. A test speech pattern shall be communicated to the test terminal location and the speech quality received compared to the test pattern sent.

### **Standard**

The speech call quality should not fall below the following levels:

- MOS<sup>4</sup> Factor = 3.8
- R-Factor equivalence 70 (Where ITU-T G.107 default value = 94)

### **Data Requirements**

Speech transmission quality is to be generated by the Service Provider's call quality measurement systems. Alternatively, the Authority may take measurements of the metric at a standard sample of terminal locations on a periodic basis to validate submissions.

**Timeframe:** Indicator should be calculated on a monthly basis and submitted on a quarterly basis

---

<sup>4</sup> Mean Opinion Score

**Indicator 2.4 - Dropped Call Rate**

**Definition**

The percentage of total established calls which are unintentionally lost after establishment, due to failure of handover, radio loss or network congestion, during a given period.

**Purpose**

This indicator is designed to ensure that consumers are able to enjoy high quality telecommunications services with minimal incidence of unintentional call dropping.

**Calculation Method**

The total number of national calls which are unintentionally and prematurely dropped, divided by the total number of successfully established calls during a given period, multiplied by 100%. This indicator may be measured for an individual subscriber or for an entire network, and is to be calculated inclusive of both on-net (intra network) and off-net (inter-network) calls.

$I_{2.4} = (d/n) * 100$ <p><i>d = total number of dropped calls</i>  <i>n = total number of established calls in given period</i></p>
---

**Measurement Procedure**

Public Telecommunications Network	Procedure
<i>Fixed Telecommunications</i>	<p>This statistic shall be obtained from Key Performance Indicator (KPI) data made available to the Authority by the Service Providers.</p> <p>Alternatively, the Authority may take measurements of the metric at a standard sample of terminal locations on a periodic basis to validate submissions.</p>
<i>Mobile Telecommunications</i>	<p>This data shall be obtained from mobile field tests conducted by the Service Providers, within areas of high population density. The following baseline parameters will be determined by the Authority, in consultation with relevant stakeholders:</p> <ul style="list-style-type: none"> <li>• Regions of “sufficiently high” population density</li> <li>• The “busy hour” period when tests will be conducted</li> <li>• The route to be used during testing</li> <li>• Vehicular speed at which field tests will be completed</li> <li>• Duration of calls made during tests</li> <li>• Number of calls to be made</li> </ul>

**Threshold and Standards**

Drop Call Rate should not exceed the following ranges:

Concessionaire Group	Dropped Call Rate		
	Immediate	Short-Term	Medium Term
<i>Fixed Telecommunications</i>	≤ 3%	≤ 2%	1%
<i>Mobile Telecommunications</i>	≤ 4%	≤ 3%	≤ 2%

**Data Requirements**

Dropped Call information is to be generated by Service Provider’s voice traffic statistics.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

**Indicator 2.5 - Call Setup Success Rate**

**Definition**

The percentage of total calls successfully established to total calls attempted, during a given period.

**Purpose**

This indicator tests the call setup procedure initiated when the consumer attempts to make a call.

**Calculation Method**

The total number of national calls which are successfully established, divided by the total number of calls attempted during a given period, multiplied by 100%. This indicator may be measured for an individual subscriber or for an entire network, and is to be calculated inclusive of both on-net (intra-network) and off-net (inter-network) calls.

$$I_{2.5} = (e/a) * 100$$

*e = total number of established calls in a given period*

*a = total number of attempted calls in a given period*

**Measurement Procedure**

Public Telecommunications Network	Procedure
<i>Fixed Telecommunications</i>	<p>This statistic shall be obtained from Key Performance Indicator (KPI) data made available to the Authority by the Service Providers.</p> <p>Alternatively, the Authority may take measurements of the metric at a standard sample of terminal locations on a periodic basis to validate submissions.</p>
<i>Mobile Telecommunications</i>	<p>This data shall be obtained from mobile field tests conducted by the Service Providers, within areas of high population density. The following baseline parameters will be determined by the Authority, in consultation with relevant stakeholders:</p> <ul style="list-style-type: none"> <li>• Regions of “sufficiently high” population density</li> <li>• The “busy hour” period when tests will be conducted</li> <li>• The route to be used during testing</li> <li>• Vehicular speed at which field tests will be completed</li> <li>• Duration of calls made during tests</li> <li>• Number of calls to be made</li> </ul>

**Timeframe**

These indicators and tests should be calculated on a monthly basis and submitted on a quarterly basis.

**Thresholds and Standards**

The Call Setup Success Rate indicator, when calculated, should not fall below the following thresholds:

Concessionaire Group	Subscriber Call Setup Success Rate		
	Immediate	Short-Term	Medium Term
<i>Fixed Telecommunications</i>	≥ 97%	≥ 98%	≥ 99%
<i>Mobile Telecommunications</i>	≥ 96%	≥ 97%	≥ 98%

**Indicator 2.6 Service Access Delay**

**Definition**

The average time elapsed between initiating a session (e.g. pressing the send button on a cellular mobile handset) and receiving a response from the network that the session has been initiated.

**Purpose**

This standard aims at ensuring that consumers are able to enjoy high quality telecommunications services with minimal wait for call initiation.

**Measurement Method**

The sum of the lengths of service access delay for all calls made on a network during a particular period, divided by the total number of calls initiated.

$$I_{2.6} = \frac{\sum_{t=1}^T (r - i)}{T}$$

where (t = 1, 2, ..., T)  
*r* = precise time at which call is initiated  
*i* = precise time at which network responds  
*T* = total calls made during period

**Standards**

Average Service Access Delay should not exceed the following ranges

<i>Fixed Telecommunications Concessionaires</i>	≤ 5 seconds
<i>Mobile Telecommunications Concessionaires</i>	≤ 7 seconds

**Data Requirements**

Service Access Delay information is to be generated by Service Provider’s voice traffic statistics.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

**Indicator 2.7 Available Bandwidth to Consumer**

**Definition**

The average network available bandwidth from the ISP central server to an individual consumer’s access point, in kilobits per second (kbps) for various service packages (both narrowband and broadband).

**Purpose**

This standard aims at ensuring that consumers are able to enjoy high quality internet, reflective of the value of money paid for respective service packages.

**Measurement Method**

The bandwidth meter at the consumer’s access point and/or appropriate network point.

**Standards**

Bandwidth should be at least 256 kbps for broadband and 56 kbps for narrowband services (providing that consumer has compatible CPE)

Concessionaire Group	Average Available Bandwidth during period	
	Broadband	Narrowband
<i>Fixed Telecommunications</i>	>50% of advertised, 99% of time,	>50% of advertised, 99% of time,
<i>Mobile Telecommunications</i>	N/A	N/A

Available Bandwidth offered to the consumer must roughly always be at least 50% of purchased bandwidth for the respective service package, inclusive of peak-time traffic and incidences where throughput throttling policies are practiced. Any time in which available bandwidth is below 50% of purchased bandwidth, such time shall be considered service downtime for all the subscriptions affected.

**Note that the stipulations for these standards may be subject to the position outlined by the Authority in respect of the issue of ‘Net Neutrality’.**

Time interval	Minimum Acceptable Available Bandwidth
99% of given period	≥ 50% of purchased bandwidth
75% of given period	≥ 75% of purchased bandwidth
50% of given period	≥ 100% of purchased bandwidth

In addition, within a given period, available bandwidth should be at least the purchased bandwidth level for at least half of the length of the period. As such, a Service Provider shall be deemed to be in breach of this standard if a consumer is able to demonstrate that available bandwidth is persistently below these thresholds.

Note: For dial-up internet services, Internet Service Accessibility Time (The time elapsed between initiating a dial-up connection to actually acquiring an internet connection) should be less than 60 seconds.

**Data Requirements**

Service Providers should be required to submit data on the throughput provided to all consumers with a given service package, averaged over a given month, from which the Authority shall derive a quarterly indicator.

**Indicator 2.8 Message Sending Time (Delay Time)**

**Description**

The time elapsed between the sending of an SMS (Short Message Service), or MMS (Multimedia Message Service) by one consumer, and the receipt of such by another consumer.

**Purpose**

This standard aims at ensuring that consumers are able to utilise reliable SMS and MMS services with confidence that such will be delivered without undue delay.

**Measurement Method**

The total number of messages sent within the standard timeframe divided by the total number of service activation requests in a respective period, multiplied by 100%.

**Standards**

Concessionaire group		Immediate	Short Term	Medium Term
<i>Fixed Telecommunications</i>		Not Applicable	Not Applicable	Not Applicable
<i>Mobile Telecommunications</i>	<u>SMS</u>	75% in < 5 mins	75% in < 3 mins	75% in < 1 mins
		95% in < 15 mins	95% in < 10 mins	95% in < 5 mins
		99% in <120 mins	99% in <90 mins	99% in <60 mins
		100% in < 24 hrs	100% in < 18 hrs	100% in < 12hrs
	<u>MMS</u>	75% in < 7 mins	75% in < 5 mins	75% in < 3 mins
		95% in < 20 mins	95% in < 15 mins	95% in < 5 mins
		99% in <120 mins	99% in <90 mins	99% in <60 mins
		100% in < 24hrs	100% in < 18hrs	100% in < 12hrs

Note: In a given period, at least 99.5% of all attempted sent messages must be successfully delivered. Any messages not delivered within the timeframe identified for the 100 percentile above, shall be considered unsuccessfully sent.

**Data Requirements**

Data on message sending delay times may be obtained from the Service Provider’s messaging server.

Timeframe: Indicator should be calculated on a monthly basis and submitted on a quarterly basis.

## **ANNEX 2: Unfair Contractual Terms**

In order to ensure that the rights of consumers are protected with regards to contractual agreements, the Authority has developed the following non-exhaustive list to serve as examples of unfair contractual terms. Service Providers should hence be prohibited from entering into a contract with a consumer that includes one or more of the following terms:

1. Making an agreement binding on the subscriber whereas provision of services by the Service Provider is subject to a condition whose realisation depends on his own will alone;
2. Requiring any subscriber who fails to fulfil his obligation to pay a sum in compensation which is disproportionately higher than the revenue lost, or cost incurred by the Service Provider due to non-obligation;
3. Authorising the Service Provider to dissolve the contract on a discretionary basis where the same facility is not granted to the subscriber;
4. Enabling the Service Provider to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds for doing so;
5. Giving less than 30 days to the subscriber to notify of any wish not to extend the service agreement, in a periodic agreement which foresees the continuity of agreement in the case of absence of notification;
6. Irrevocably binding the subscriber to terms with which he/she had no real opportunity of becoming acquainted before the conclusion of the contract;
7. Giving the Service Provider the opportunity of changing the attributes and provisions of services against the subscriber's interest, except in the cases predefined in the contract terms and conditions;
8. Giving Service Providers the opportunity of changing or deviating from its liabilities unless, there is an opportunity for the subscriber to accept the changes;
9. Giving the Service Provider the exclusive right to determine whether the services supplied are in conformity with the contract, or giving him/her the exclusive right to interpret any term of the contract;
10. Obliging the subscriber to fulfil all his/her obligations in instances where the Service Provider does not perform his obligations;
11. Excluding or hindering the subscriber's right to take legal action or exercise any other legal remedy, particularly by requiring the subscriber to take disputes exclusively to arbitration not covered by legal provisions, unduly restricting the evidence available to him or imposing on him a burden of proof which, according to the applicable law, should not apply if with another party to the contract;

12. The ability of the Service Provider to end the contract, or fail to meet their contract service commitments, without refunding the subscriber, while still requiring the subscriber to pay the full contract price;
13. The automatic lock of a subscriber into a new fixed length contract when their current contract ends.

## REFERENCES

1. ETSI Technical Report (1996) “Transmission and Multiplexing; Speech communication quality from mouth to ear for 3,1kHz handset telephony across networks”
2. Federal Communications Commission (2000) “Substantive Rules Applicable to Telecommunications Service Providers”, USA
3. Office of the Telecommunications Authority (2003) “Quality of Service in the Telecommunications Industry”, Hong Kong.
4. Telecom Regulatory Authority of India (2000) “Regulation on Quality of Service for Basic and Cellular Mobile Telephone Services”
5. Telecom Regulatory Authority of India (2002) “QoS Benchmarks for Voice over Internet Protocol”
6. “US Laws on Telemarketing” [http:// www.junkbyusters.com/ht/en/fcc.html](http://www.junkbyusters.com/ht/en/fcc.html).
7. Walker, J.Q. (2002) “Assessing VoIP Call Quality using the E-model” NetIQ Corporation.
8. Official Journal of the European Communities (2002) “Directive on a common regulatory framework for electronic communications networks and services”
9. FCC Rule 76, Part 605: Technical standards
10. Milne, C. ‘Regulating Quality of Service’ extracted from Melody (1997) pp 179 – 188
11. Telecommunications Authority of Trinidad and Tobago (2005) “Concession for the Operation of a Public Telecommunications Network and or the provision of Public Telecommunications or Broadcasting Services”