

Telecommunications (Mobile Consumer Safeguards) Guidelines

REGULATORY INSTRUMENTS

[ECTEL CONTRACTING STATE]

No. [XX] of 2021

Telecommunications (Mobile Consumer Safeguards) Guidelines

Effective Date [xx xxxx, 2021]

The National Telecommunications Regulatory Authority hereby issues the following [Telecommunications Act] (Mobile Consumer Safeguards) Guidelines in accordance with the applicable [Telecommunications Act¹] and Retail Tariff Regulations² in [ECTEL Contracting State]:

1. Citation. These Guidelines may be cited as the Telecommunications Act (Mobile Consumer Safeguards) Guidelines 2021.
2. Commencement. The Telecommunications Act (Mobile Consumer Safeguards) Guidelines is deemed to come into force on the effective date outlined above.
3. Interpretation. In these Guidelines –
 - a) “Act” means [Telecommunications Act]
 - b) “Add-on” means an electronic communications service or combination of electronic communications services that can be purchased and added to an existing electronic communications service or bundle.
 - c) “Bundle” means a combination of electronic communications services, whether

¹ Telecommunications Act in all Contracting States: Commonwealth of Dominica – section 15(1) and (2) of the Telecommunications Act, No.8 of 2000 (as amended); Grenada – section 14(1) and (2) of the Telecommunications Act, Cap. 315C (as revised); St. Kitts and Nevis – section 17(1)(r) of the Telecommunications Act, Cap. 16.05 (as revised); Saint Lucia – 14 (1) and (2) of the Telecommunications Act, Cap. 19.09 (as revised); St. Vincent and the Grenadines – 13(1) and (2) of the Telecommunications Act, Cap. 418 (as revised).

² Each Contracting State has approved its Telecommunications (Retail Tariff) Regulations by various dates: Commonwealth of Dominica – regulations 2, 4(2)k, 49 of the Telecommunications (Retail Tariff) Regulations S.R.O. No. 40 of 2012; Grenada – 2, 4(2)k, 49 of the Telecommunications (Retail Tariff) Regulations S.R.O. No. 54 of 2014; St. Kitts and Nevis – 3, 5(2)k of the Telecommunications (Retail Tariff) Regulations S.R.O.No. 21 of 2015; Saint Lucia – 2, 4(2)n and 36 of the Telecommunications (Retail Tariff) Regulations SI. No. 110 of 2015; St. Vincent and the Grenadines – 3 of the Telecommunications (Retail Tariff) Regulations S.R.O. No. 23 of 2004.

- regulated or unregulated, provided by a licensee under a combined rate or rate formula where the offering of one or more electronic communications services within the combination is contingent on acceptance of the entire combination;
- d) "Bundle Allowance" means the combination of calls, text messages, data or any other electronic communications service that is assigned to a retail customer for a fixed charge and a set time period;
 - e) "Credit Advance" means a loan from a licensee that allows customers to use an electronic communications service;
 - f) "Retail Customer" means a person, other than a licensee who —
 - (i) is obliged to pay periodically or on demand for an electronic communications service; or
 - (ii) has entered into an agreement for the provision of an electronic communications service;
 - g) "Licensee" means a person holding a licence specified under section [XXX] of the [Act]
 - h) "Mobile Roaming Service" means a mobile electronic communications service outside the network of a licensee within [Contracting States]/mobile electronic communications service provided outside the network of a licensee but within another Contracting State
 - i) "Mobile Service" means an electronic communications service provided by means of an electronic communications network, used to provide an electronic communications service that—
 - (i) permits a customer to move continuously between places (including places accessing that network through different mobile base facilities) during the provision of a single cell; and
 - (ii) does not require physical contact between that network and the customer equipment;

- j) "Out-of-Bundle" means the offering of an electronic communications service, whether regulated or unregulated, by a licensee on a stand-alone basis where the rate is independent of the rate of any other electronic communications service;

4. National Usage Safeguards

- a) A Licensee shall notify a retail customer whether the retail customer is using a Mobile Service within a Bundle Allowance or Out-of-Bundle.
- b) If a retail customer is using a mobile service out-of-bundle, the licensee shall notify the retail customer, by text message or other electronic means, of the rate for the mobile service.
- c) If a retail customer is using a Mobile Service within a Bundle Allowance, at a minimum, the Licensee shall notify the retail customer, by text message or other electronic means, when the retail customer reaches no less than 75% and 100% of the Bundle Allowance.
- d) If a retail customer has exhausted the Bundle Allowance for a Mobile Service, the Licensee shall notify the retail customer, by text message or other electronic means, of the available options to continue that Mobile Service, and the price of each available option.
- e) The options referred to under sub-clause (d) may include the option to-
 - i. discontinue the use of the Mobile Service;
 - ii. purchase an Add-on for the Mobile Service;
 - iii. purchase another Bundle for the Mobile Service;
 - iv. use the Mobile Service on an Out-of-Bundle basis;
 - v. use a Credit Advance to continue using the Mobile Service; or
 - vi. any other option the Licensee makes available to the retail customer.
- f) If a retail customer does not select any option under sub-clause (e), then the Licensee shall notify the retail customer, by text message or other electronic means, that the Licensee shall discontinue that Mobile Service.
- g) After any discontinuation of a Mobile Service under sub-clauses (e) and (f), the retail customer may select to continue that Mobile Service with the Licensee by selecting any of the applicable available options under sub-clause (e).

5. Roaming Usage Safeguards

- a) A Licensee shall notify a retail customer whether the retail customer is using a

Mobile Roaming Service within a Bundle Allowance or Out-of-Bundle.

- b) If a retail customer is using a mobile roaming service out-of-bundle, the licensee shall notify the retail customer, by text message or other electronic means, of the rate for the Mobile Roaming Service.
- c) If a retail customer is using a Mobile Roaming Service within a Bundle Allowance, at a minimum, the Licensee shall notify the retail customer, by text message or other electronic means, when the retail customer reaches 80% and 100% of the Bundle Allowance.
- d) If a retail customer has exhausted the Bundle Allowance for a Mobile Roaming Service, the Licensee shall notify the retail customer, by text message or other electronic means, of the available options to continue that Mobile Roaming Service, and the price of each available option.
- e) The options referred to under sub-clause (d) may include the option to-
 - i. discontinue the use of the Mobile Roaming Service;
 - ii. purchase an Add-on for the Mobile Roaming Service;
 - iii. purchase another Bundle for the Mobile Roaming Service;
 - iv. use the Mobile Roaming Service on an Out-of-Bundle basis;
 - v. use a Credit Advance to continue using the Mobile Roaming Service; or
 - vi. any other option the Licensee makes available to the Customer.
- f) If a retail customer does not select any option under sub-clause (e), then the Licensee shall notify the Customer, by text message or other electronic means, that the Licensee shall discontinue that Mobile Roaming Service.
- g) After any discontinuation of a Mobile Roaming Service under sub-clauses (e) and (f), the Customer may select to continue that Mobile Roaming Service with the Licensee by selecting any of the applicable available options under sub-clause (e).

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Chairperson
National Telecommunications Regulatory Commission
[xx xxxxxxx], 2021