



Commission for  
**Communications Regulation**

## Consultation Paper

### **General Authorisation**

### **Amendment of Certain Terms and Conditions**

<b>Document No:</b>	<b>04/88</b>
<b>Date:</b>	<b>24 August 2004</b>

All responses to this consultation should be clearly marked:-

“Reference: Submission re ComReg YY/NN” as indicated above, and sent by post, facsimile, e-mail or on-line at [www.comreg.ie](http://www.comreg.ie)

(current consultations), to arrive on or before 1730 hours 05 October to:

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Please note ComReg will publish all submissions with the Response to Consultation, subject to the standard confidentiality procedure.

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## **1 Foreword by the Chairperson**

It is just over one year since the successful transposition of the package of EU Directives on the regulation of electronic networks and services into Irish Law. The implementation of this package brought about sweeping changes in the manner in which electronic networks and services are licensed, authorised and regulated.

Many obligations were removed from operators; some additional obligations were imposed. In preparation of the transposition, the Commission for Communications Regulation (ComReg) was obliged to adopt a General Authorisation. The General Authorisation applies to anyone providing electronic communications networks or services. Operators found to have Significant Market Power may be subject to additional obligations over and above the obligations contained in the General Authorisation. This consultation is not concerned with those additional obligations.

The General Authorisation replaced General Telecommunications Licences, Basic Telecommunications Licences and Mobile Telecommunications Licences.

On 25 July 2003, ComReg launched the General Authorisation the terms and conditions of which are set out in ComReg document 03/81.

Now one year on from the implementation of the General Authorisation ComReg is holding a review of the terms and conditions of the General Authorisation. It is appropriate at this stage to hold such a review to ensure that the current text is fit for purpose.

A marked up version of ComReg document 03/81 showing the proposed changes is available from ComReg upon request.

ComReg invites responses to this consultation from operators, consumers and all those affected either directly or indirectly by the terms and conditions of the General Authorisation.

**John Doherty**

**Chairperson**

## 2 Executive Summary

### Introduction

On 25 July 2003 the legal basis for the provision of electronic communications networks and services changed throughout the European Union as a suite of Directives<sup>1</sup> were implemented. Four sets of Regulations<sup>2</sup> came into force in Ireland to allow for the transposition of these Directives. Two significant changes to the regulatory framework resulted. First, all electronic communications networks and services were subject to common rules, and secondly licences to provide relevant networks and services were replaced by an authorisation regime. Since the change anyone can avail of a “General Authorisation” to provide a network or service provided they conform to certain general conditions set out in the transposing legislation.

On 25 July 2003 ComReg issued the General Authorisation, (see ComReg document 03/81).

ComReg held an internal review of the terms and conditions of the General Authorisation in order to assess how well the General Authorisation is working. On foot of the internal

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<sup>1</sup> Directive 2002/20/EC of the European Parliament and of the Council on the authorisation of electronic communications networks and services, (“the Authorisation Directive”), OJ 2002 L 108/21; Directive 2002/19/EC of the European Parliament and of the Council on access to, and interconnection of, electronic communications networks and services, (“the Access Directive”), OJ 2002 L 108/7; Directive 2002/21/EC Of The European Parliament And Of The Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (“Framework Directive”) OJ 2002 L 108/33; Directive 2002/22/EC of the European Parliament and of the Council on universal service and users’ rights relating to electronic communications networks and services, (“the Universal Service Directive”), OJ 2002 L 108/51; and the Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, (“the Privacy and Electronic Communications Directive”), OJ 2002 L 201/37.

<sup>2</sup> European Communities (Electronic Communications Networks and Services)(Access) Regulations 2003 (S. I. No. 305 of 2003), European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2003 (S. I. No 306 of 2003), European Communities (Electronic Communications Networks and Services)(Framework) Regulations 2003, (S. I. No. 307 of 2003), European Communities (Electronic Communications Networks and Services)(Universal Service And Users’ Rights) Regulations 2003 (S. I. No. 308 of 2003).

review ComReg now proposes to make certain amendments to the General Authorisation text.

Most of the changes to Part 1 of the General Authorisation constitute a non-material tidying up exercise. The key amendments are contained in Part 3 of the General Authorisation and under the heading of Consumer Protection, these are conditions applicable to the provision of publicly available telephone services by means of carrier pre-selection (CPS) to include a no contact period for the purposes of winning back a lost customer and, in addition, a requirement to comply with a code of practice; and accuracy of systems in regard to the generation of end-user bills..

The Draft of the proposed amended text is included at Part 5 of this document.

*This Document should not be considered to represent legal or commercial advice and readers should seek professional advice appropriate to their own circumstances. In particular, readers should consult the official texts of the Directives as published in the Official Journal and not rely only upon the necessarily abbreviated interpretation of certain features contained in this Document. No liability is accepted for any decision taken on foot of information included in this document.*

*This document is without prejudice to the legal position or the rights and duties of the Commission to regulate the market generally. Any views expressed are not binding and are without prejudice to the final form and content of any decisions the Commission may issue.*

### **3 Background**

#### **3.1 Implementation of the EU framework**

For information on the background to the transposition of the EU Regulatory Framework and the reasons therein please see ODTR Document 02/72 and ComReg Document 02/114 and ComReg Document 03/81.

#### **3.2 Regulatory objectives**

Article 8 of the Framework Directive defines the objectives underpinning regulation in the communications sector. Three broad areas are defined: the promotion of competition; the development of the internal market; and the promotion of the interests of users. These objectives have been mirrored in section 12 of the Communications Regulation Act, 2002<sup>3</sup>. When considering General Authorisation conditions ComReg must consider each condition in the context of these objectives. Competition and user interests can be considered in the context of the Irish Market, while the development of the internal market is more concerned with measures aimed at achieving harmonisation of rights and conditions across all Member States.

Over the past year it has become apparent to ComReg that certain amendments to the General Authorisation need to be proposed especially in the area of consumer protection.

#### **3.3 Scope of the consultation**

This consultation only relates to the proposed amendments to the General Authorisation document. It does not involve a general consultation on the nature or scope of the General Authorisation, nor does it concern any specific conditions which may be attached to the holders of spectrum rights of use or rights of use for numbers.

### 3.4 **Structure of the document**

Part 4 sets out the reasons for the proposed amendments to the General Authorisation.

Part 5 of this document contains the text of the proposed Amended General Authorisation.

Part 7 provides information on how comments should be provided.

### 3.5 **Next stage**

A period of 42 days is being allowed for the submission of comments.

The comments received will be reviewed and summarised in a report to be published in October.

Subject to the responses received to this consultation, the General Authorisation may be amended along the lines proposed taking in to account any comments received from interested parties.

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<sup>3</sup> No 20 of 2002.



## **4 Proposed Amendment**

4.1 Pursuant to Regulation 15(1) of the Authorisation Regulations ComReg may amend the rights, conditions and procedures concerning the General Authorisation provided that any such amendments may only be made in objectively justified cases and in a proportionate manner.

4.2 Most of the changes to Part 1 of the General Authorisation constitute a non-material tidying up exercise. Many of the clauses originally contained in Part 1 were repetitive of obligations or duties on ComReg already contained in the Authorisation Regulations. Many of the definitions contained in Part 1 are repetitive of defined terms under the transposing Regulations. It is proposed that where a paragraph of the General Authorisation is as described above, where such a paragraph does not impose an obligation on an authorised undertaking it would be removed from the General Authorisation.

4.3 An example of this is the proposed removal of many of the paragraphs in Part 1 of the General Authorisation. ComReg does not envisage that the removal or editing of these paragraphs would have a serious impact on the scope or authority of the General Authorisation nor does ComReg believe that this would have the effect of burdening the authorised undertaking.

4.4 The key amendments are contained in Part 3 of the General Authorisation and are as follows:-

Consumer Protection: Over the past 12 months a number of issues have arisen in regard to aspects of consumer protection. Under clause 8 of Part A of the Annex to the Authorisation Regulations one of the listed conditions which may be attached to

a General Authorisation is, “*Consumer protection rules specific to the electronic communications sector including conditions in conformity with the Universal Service Regulations.*” It is, therefore, proposed that specific consumer protection conditions are inserted under the general clause.

4.5 The proposed consumer protection amendments relate to:

- conditions applicable to the provision of publicly available telephone services by means of carrier pre-selection (CPS) to include a no contact period for the purposes of winning back a lost customer and, in addition, a requirement to comply with a code of practice; and
- accuracy of systems in regard to the generation of end-user bills.

4.6 Several consultative reviews have been carried out since the CPS product was first incepted, and information on these reviews is available on ComReg’s Website at [www.comreg.ie](http://www.comreg.ie). Without a no contact period for the purposes of winning back customers there is a very high level of customer churn, which threatens the viability of the CPS product for many of the alternative CPS service providers, which in turn raises concern in terms of delivering value to consumers. At the extreme, operators incur very high customer acquisition costs which they have to take into account in their business plans and which therefore impact on the value for money they can deliver to consumers and on their spending on new products and services. In the long term the financial viability of CPS will affect the availability to consumers of a choice of operators for call services. Since the imposition of the increased no contact period for the purposes of win back in September 2003 the churn rate has reduced significantly (of the order of 35-40%) based on the

calculation of churn using eircom's definition as presented to ComReg in response to prior consultations relating to CPS.

- 4.7 ComReg now proposes to withdraw Direction One of its Decision D20/03 which provides *“Subject to obligations otherwise at law, following notification by the Access Provider of loss of service, the Losing Operator has five (5) days within which it may make one unsolicited contact with the customer. This unsolicited contact with the customer must take the form of the anti-slamming letter in Annex A of this document. The Losing Operator shall endeavour not to make further unsolicited contact with the customer thereafter until three months has elapsed following notification by the Access Provider”*. Instead it would impose as a specific condition by way of an amendment to the General Authorisation to ensure consumer protection. ComReg intends to review the need for this condition every 12 months to ensure that churn is still an issue that justifies the continued imposition of the condition. ComReg notes that churn may have many causes many of which cannot be directly influenced by regulation but this condition is seen as having a significant influence and is an immediate necessity to continue to provide conditions to protect consumers. The condition is proportionate and necessary to facilitate the development of competition through market forces. The consumer will benefit from the increased competition through the increased stability of the market and will be protected in a proportionate way from unsolicited contacts. The condition allows newly gained customers to experience the service provided by the new CPS supplier and ensure they make their decision to remain with or move from the new supplier of their own volition. The condition also provides the market an opportunity to stabilise and normal supply and demand conditions to dictate the level of CPS churn. The condition does not preclude any changes initiated by the consumer of their own volition,

pursuant to mass marketing and advertising by the losing operator. The no contact period imposed by the condition covers all direct customer contacts made by the losing provider to the lost customer for lost voice services only.

4.8 In addition, ComReg now proposes to withdraw Direction Two of D20/03, which provides “*ComReg directs that all undertakings providing CPS and eircom are bound by the CPS Code of Practice*” and to amend the general authorisation to require: (1) all undertakings, which provide connection to and use of the public telephone network at a fixed location and which enable their subscribers access the services of interconnected providers of publicly available telephone services by means of pre-selection (2) and all interconnected undertakings, which provide publicly available telephone services by means of carrier pre-selection, to comply with the CPS Code of Practice. The purpose of this amendment is to ensure that there is a clear set of rules in place, relating to the provision of publicly available telephone services by means of carrier pre-selection, which have, as their focus, the aim of protecting consumers of such services. Regulation should only be imposed where necessary. Accordingly, the intention of this consultation, in relation to CPS, is to elicit views on which elements of the current CPS Code of Practice could appropriately be incorporated into the General Authorisation, and whether it is appropriate to include a requirement for compliance with the Code of Practice as a condition of the general authorisation. It is not to re-open the issue of what should or should not be included in the Code of Practice, which will be reviewed by ComReg in due course based on its normal procedures.

4.9 In recent months it has come to the attention of ComReg that certain authorised undertakings have been over-billing consumers. This has occurred in the areas of

fixed line and mobile telecommunications. Prior to the transposition of the EU Directives on electronic networks and services, licences issued under Section 111 of the Postal and Telecommunications Services Act, 1983<sup>4</sup> contained a clause<sup>5</sup> obliging licensees to ensure billing and billing systems accuracy. The transposition of the EU framework led to the revocation of these licences and rights and obligations therein, including the obligation relating to billing accuracy. There is no obligation on mobile operators to ensure billing accuracy under either the 3G or the GSM Regulations<sup>6</sup> or licences made thereunder. ComReg now believes that due to the incidents of admitted over-billing by authorised undertakings it is justified and proportionate to place such an obligation in the General Authorisation in order to protect consumer interests.

- 4.10 ComReg would envisage that if incidences of over-billing occur in the future it may need to issue directions to oblige operators, particularly those with a turn-over of more than €2.5 (two million five hundred thousand euro) to have their billing systems, equipment, data or procedures independently audited to ensure that those operators have taken all reasonable steps to ensure the accuracy of that billing system.

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<sup>4</sup> No. 24 of 1983 (as amended)

<sup>5</sup> See for example Paragraph 6(2) of the revoked Mobile Telecoms Licence.

<sup>6</sup> Wireless Telegraphy (GSM Mobile Telephony Licence)(Amendment) Regulations, 2003 (S.I. 339 of 2003); Wireless Telegraphy (Third Generation and GSM Mobile Telephony Licence) (Amendment) Regulations, 2003 (S.I. 340 of 2003).

4.11 The consultation questions are:

**Q.1 Do you agree with the proposed text for the amended General Authorisation?  
If not, please indicate your reasons and outline the paragraphs of the proposed text  
which you do not agree with and why.**

**Q.2 Respondents are asked to provide views on whether the material amendments to  
the General Authorisation contained in Paragraph 15 under the heading Consumer  
Protection are proportionate and justified and offer views on what factors ComReg  
should consider in completing its Regulatory Impact Assessment in terms of the  
impacts of these amendments on end-users and competition.**

## 5 Draft Proposed Amended General



# General Authorisation

Pursuant to Regulation 8 of the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations, 2003 (S.I. No. 306 of 2003)

Document No:	
Date:	

Pursuant to Regulation 8 of the European Communities (Electronic Communications Networks and Services) (Authorisation) Regulations, 2003 (S.I. No. 306 of 2003)

## Part 1

### Definitions and Interpretation

1. (1) For the purpose of this General Authorisation, the definitions contained in the Specific Regulations shall apply.

1. (2) In this General Authorisation, unless the context otherwise requires:

“Affiliate” means any company or entity directly or indirectly controlling or controlled by the Authorised Undertaking or any company or entity subject to common control as the Authorised Undertaking from the same source;

“Authorisation” means an authorisation pursuant to Regulation 4 of the Authorisation Regulations to provide Authorised Services;

“Authorised Services” means the establishment, operation, control and/or making available of any electronic communications network and/or the provision of electronic communication services to any third party;

“Conditions” means the Conditions set out in Parts 2 and 3 of this Authorisation and as otherwise supplemented or amended from time to time;

“CPS Code of Practice” means the code of practice relating to the provision to end users of publicly available telephone services by means of carrier pre-selection published by the Regulator from time to time;



“Other Authorised Undertaking” means any undertaking who, at the relevant time, is Authorised or deemed to be authorised to provide Authorised Services under Regulation 4 of the Authorisation Regulations;

“Specific Regulations” means these Regulations, the Authorisation Regulations, the Access Regulations, the Universal Service Regulations and the European Communities (Data Protection and Privacy in Telecommunications) Regulations 2002 (S.I. No. 192 of 2002);

1 (3) In this Authorisation unless the context indicates a contrary intention:

(a) a reference to a paragraph shall be to a paragraph of this Authorisation unless otherwise stated;

(b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions and a reference to such a document is to that document as varied from time to time;

(c) headings used for Conditions, paragraphs, subparagraphs are for ease of reference only and will not affect the interpretation of the Conditions;

(d) references to any law, ordinance, by-law, regulation or other statutory instrument include any modification, re-enactment or legislative provisions substituted for the same;

(e) use of the word ‘includes’ or ‘including’ is to be construed as being without limitation.

(d) the masculine gender shall include the feminine and neuter, and the singular shall include the plural, and vice versa, and references to persons shall include bodies corporate, unincorporated associations or partnerships. References to a

person shall include that person's personal representatives, successors and lawful assigns.

## **2. Nature of the Authorisation**

2.(1) An authorised undertaking may:-

- (a) subject to Regulation 8(3) of the Authorisation Regulations, provide electronic communications networks or services as described in a notification made under Regulation 4(2) of the Authorisation Regulations or an amendment made under Regulation 4(4) of the Authorisation Regulations to such a notification or, where a notification is not required, as described in a determination by the Regulator made in accordance with Regulation 4(6) of the Authorisation Regulations,
- (b) apply for a consent under section 53 of the Act of 2002, and
- (c) apply for a licence under section 254(1) of the Act, of 2000 for the establishment of overground electronic communications infrastructure and any associated physical infrastructure.

2.(2) Where the authorised undertaking is providing an Electronic Communications service or network to the public he may:

- (a) under the conditions of, and in accordance with, the Access Regulations negotiate interconnection with and where applicable obtain access to or interconnection from another authorised undertaking or another undertaking deemed to be authorised in another Member State to provide a publicly available electronic communications network or service; and

(b) be given an opportunity by the Regulator to be designated under Regulation 7 of the Universal Service Regulations to carry out obligations referred to in that Regulation.

2 (3) For the avoidance of doubt, the Authorisation is non-exclusive.

2 (4) The Authorisation is personal to the authorised undertaking. The Authorised Undertaking may not sub-authorise or grant or otherwise transfer any right, interest or entitlement in the Authorisation.

2 (5) Nothing in this Authorisation shall absolve the authorised undertaking from any requirement in law to obtain such additional Licences, in particular where applicable, a licence made under the Act of 1926 or consents, permissions or Authorisations as may be necessary for the provision of Authorised Services and for the exercise of its rights or discharge of its obligations under the Authorisation. The authorised undertaking is responsible for all costs, expenses and other commitments (financial and non-financial) in respect of the Authorisation and provision of the Authorised Services and the Regulator shall bear no responsibility whatsoever for such costs, including without limitation expenses or commitments.

2 (6) This Authorisation supersedes any prior communications from the Regulator relating to the authorisation of electronic communications networks and services and nothing in any guidance notes or other prior communications by the Regulator shall be deemed incorporated into this Authorisation.

2 (7) This Authorisation is subject to the provisions of the Authorisation Regulations, all applicable national and European Community law and all decisions, determinations, requirements, specifications, notifications and directions made by the Regulator from time to time in accordance with the applicable national or European Community laws.

2 (8) The Regulator may impose specific obligations on authorised undertakings under Regulations 6(1), 6(2), 6(3), 7 and 9 of the Access Regulations and Regulations 13, 14, 15 and 16 of the Universal Service Regulations, and on those designated under Regulation 7 of the Universal Service Regulations to carry out the obligations referred to in that Regulation.

## **Part 2**

### **General Conditions**

#### **Provision of Information**

3 (1) The authorised undertaking shall provide such information requested from time to time by the Regulator, in the form and at the times specified by the Regulator, for the purpose of the objectives set out in Regulations 16(1) and 18(1) of the Authorisation Regulations and in Regulation 17(1) of the Framework Regulations; and in accordance with the provisions of Regulation 18(3) of the Authorisation Regulations and Regulation 17(2) of the Framework Regulations

#### **Emergency Services and Major Disasters**

4 (1) During major disasters the authorised undertaking shall comply with any decisions, determinations, requirements, specifications, notifications and directions issued by the Regulator from time to time to ensure communications between emergency services and authorities and broadcasts to the general public.

#### **Electromagnetic Radiation**

5 (1) The authorised undertaking shall comply with measures regarding the limitation of exposure of the general public to electromagnetic fields caused by electronic communications networks in accordance with the law.

5 (2) Notwithstanding the generality of paragraph 5(1) the authorised undertaking shall comply with any radiation emission standards adopted and published by the International Commission for Non-Ionising Radiation Protection (ICNIRP) or its successors from time

to time; any radiation emission standards of the European Committee for Electrotechnical Standards and any other radiation emission standards specified by law.

5 (3) The authorised undertaking shall ensure that apparatus operated by the authorised undertaking is not installed or operated at a location in such a manner as to cause the aggregate of non-ionising radiation emissions to exceed the limits specified by the guidelines published by ICNIRP.

### **Harmful Interference**

6 (1) The authorised undertaking shall ensure that his electronic communications network and parts thereof shall be designed, constructed, installed, maintained, operated and used so as not to cause harmful interference with the lawful use or operation of any Electronic Communications Network.

6 (2) The authorised undertaking shall comply with any decisions, determinations, requirements, specifications, notifications and directions issued by the Regulator from time to time regarding the maintenance of the integrity of public electronic communications networks and in connection with investigations by the Regulator into cases of interference with the operation of electronic communications networks or other authorised apparatus for wireless telegraphy.

### **Use of Radio Frequencies**

7(1) Where the authorised undertaking uses apparatus for wireless telegraphy of a class or description set out in an order(s) under Section 3(6) of the Act of 1926 which provides an exemption from licensing, the authorised undertaking shall use such apparatus in accordance with such orders.

### **Standards to Ensure Harmonised Electronic Communications Networks and Services**

8 (1) The authorised undertaking shall have regard to any notices or guidelines issued by the Regulator under and for the purpose of Regulation 29 of the Framework Regulations which are issued for the purpose of encouraging the use of standards, specifications or recommendations adopted by the International Telecommunication Union, the International Organisation for Standardisation or the International Electrotechnical Commission.

### **Part 3**

:Conditions Applying to Persons Obligated to Notify the Commission under Regulation 4 of the Authorisation Regulations

#### **Universal Service Funding**

9 (1) The authorised undertaking shall make contributions to assist in the funding of a universal service in conformity with the Universal Service Regulations and in accordance with any directions issued by the Regulator under applicable laws and regulations governing universal service obligations in force from time to time.

#### **Administrative Charges**

10 (1) The authorised undertaking shall make any payment required to be paid in accordance with an order made by the Regulator under the powers of the Regulator set out in Section 30 of the 2002 Act as amended by Regulation 19 of the Authorisation Regulations.

#### **Interconnection**

11 (1) The authorised undertaking shall comply with the provisions of the Access Regulations and with any decisions, determinations, requirements, specifications, notifications and directions issued by the Regulator from time to time regarding access and interconnection under applicable laws and regulations in force.

11 (2) The authorised undertaking shall, when requested by any Other Authorised Undertaking negotiate interconnection with that Other Authorised Undertaking for the purpose of providing publicly available electronic communications services in order to ensure provision and interoperability of services throughout the Community.



11 (3) Without prejudice to Regulation 18 of the Authorisation Regulations, the authorised undertaking shall, in respect of information acquired from another authorised undertaking before, during or after the process of negotiating access or interconnection arrangements, use such information solely for the purpose for which it was supplied and shall respect at all times the confidentiality of such information transmitted or stored.

11 (4) The authorised undertaking shall offer access and interconnection to other authorised undertakings on terms and conditions consistent with any obligations imposed by the Regulator pursuant to Regulations 6, 7, 8 and 9 of the Access Regulations.

#### **Accessibility of numbers**

12 (1) The authorised undertaking must at all times comply with the National Numbering Conventions in force from time to time in respect of numbers allocated from the national numbering scheme, as well as any special conditions that the Regulator may attach to specific numbers from time to time.

#### **Co-location and Facility Sharing**

13 (1) The authorised undertaking shall comply with any decisions, determinations, requirements, specifications, notifications and directions issued by the Regulator in relation to co-location and facility sharing.

#### **Misuse of Data**

14 (1) The authorised undertaking shall safeguard the privacy and confidentiality of any electronic communication messages associated with the Authorised Services in accordance with any applicable national and European Community law in force from time to time.

14 (2) The authorised undertaking shall not make use of network or traffic data, traffic profiles or any other data of any nature, which are not otherwise lawfully publicly

available and which become available to the authorised undertaking directly or indirectly either as a result of entering into interconnection arrangements or otherwise as a result of carrying electronic communications messages, in such a way which, in the reasonable opinion of the Commission, would unduly prefer the interests of any business carried on by the authorised undertaking or an Affiliate or place persons competing with that business at an unfair disadvantage.

14 (3) The authorised undertaking must at all times comply with all applicable national and European Community law in force from time to time, including but not limited to the requirements of EC Directive 2002/58/EC of The European Parliament And of The Council Of 12 July 2002, regarding personal data and privacy protection specific to the electronic communications sector.

#### **Consumer Protection Rules**

15 (1) The authorised undertaking will comply with consumer protection rules specific to the electronic communications sector including conditions in conformity with the Universal Service Regulations.

15 (2) Where an interconnected authorised undertaking which provides publicly available telephone services (for the purposes of Condition 15.2 and Condition 15.3, a “CPS Provider”) notifies an authorised undertaking which enables its subscribers to access the services of other undertakings by means of pre-selection (for the purposes of Condition 15.2 and Condition 15.3, a “fixed line provider”), on behalf of a subscriber to the fixed line provider, that the subscriber wishes to access the services of the CPS Provider by means of pre-selection, the fixed line provider may make one unsolicited contact, in the form of the letter set out in the Annex, to the subscriber, within five days of such notice and, thereafter, the fixed line provider shall not make any further unsolicited contact with the subscriber for a period of three months from the date that the subscriber’s new service is initiated.

15 (3) Where a fixed line provider or a CPS Provider notifies another CPS Provider (the “other CPS Provider”), on behalf of a subscriber to the other CPS Provider, that the other CPS Provider’s subscriber wishes to avail of the publicly available telephone services of the fixed line provider or to avail of the publicly available telephone services of the CPS Provider by means of pre-selection, the other CPS Provider may make one unsolicited contact, in the form of the letter set out in the Annex, to such subscriber, within five days of such notice and, thereafter, the other CPS Provider shall not make any further unsolicited contact with such subscriber for a period of three months from the date that the subscriber’s new service is initiated.

15 (4) All authorised undertakings which provide connection to and use of the public telephone network at a fixed location and which enable their subscribers (“fixed line subscribers”) to access the services of interconnected providers of publicly available telephone services by means of pre-selection and all interconnected authorised undertakings, which provide publicly available telephone services and whose services are accessed by fixed line subscribers by means of pre-selection, shall comply with the CPS Code of Practice issued by the Regulator.

15 (5) The authorised undertaking shall ensure the accuracy and reliability of any systems, equipment, data or procedures which the authorised undertaking uses to measure or to track the provision of Authorised Services specifically for the calculation of related tariffs and charges. The authorised undertaking will abide by any direction made by the Regulator relating to the accuracy of any such systems, equipment, data or procedures. In particular the Authorised undertaking shall take all reasonable steps to ensure that every amount stated in any bill rendered to an end user represents and does not exceed the true extent of any such service actually provided to the end user in question.

### **Security of Public Networks**

16 (1) The Authorised undertaking shall take all measures necessary to ensure the security of Public Electronic Communications Networks against unauthorised access according to Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) transposed by European Communities (Electronic Communications Networks and Services)(Data Protection and Privacy) Regulations 2003, (S.I. 535 of 2003).

## **Annex - Mandatory Format for Anti-Slamming**

OPERATOR LETTERHEAD

Date

Dear [Customer Name],

CHANGE OF TELEPHONE SUPPLIER

We have received notification that you have moved your telephone calls to another telephone supplier, at your request. Please note that as and from [date of porting] you will be billed by your new supplier for your selected calls. No further action needs to be taken by you.

However if you have not consented to the transfer of calls and are unaware that your telephone calls have been transferred to another telephone supplier, you can contact us on 1800 XXX XXX and we will rectify the position.

Yours

**Q. 1. Do you agree with the proposed text for the amended General Authorisation? If not, please indicate your reasons and outline the paragraphs of the proposed text which you are not in agreement with and why.**

## **6 Regulatory Impact Assessment Implications**

The Ministerial Direction (issued by the Minister for Communications, Marine & Natural Resources in accordance with S.13 of the Communications Regulation Act, 2002) published in February 2003, directs:

*“The Commission before deciding to impose regulatory obligations on undertakings in the market for electronic Communications or for the purposes of the management and use of the radio frequency spectrum or for the purposes of the regulation of the postal sector, shall conduct a Regulatory Impact Assessment in accordance with European and International best practice and otherwise in accordance with measures that may be adopted under the Government’s Better Regulation programme.”*

ComReg is obliged under Article 8 of the Framework Directive to ensure the protection of end users. In particular but not limited to ensuring a high level of protection for consumers in their dealings with suppliers and promoting the provision of clear information, in particular requiring transparency of tariffs and conditions for using publicly available electronic communications services.

Section 12(c) of the Communications Regulation Act, 2002 in specifying objectives on ComReg mirrors the objectives set out in the Framework Directive.

Subject to the outcome of this consultation ComReg will conduct a Regulatory Impact Assessment which will form part of the decision making process and would invite comments on the proportionality of the proposed amendments to the General Authorisation as set out in Part 5 of this Consultation document.

**Q.2 Respondents are asked to provide views on whether the material amendments to the General Authorisation contained in Paragraph 15 under the heading Consumer Protection are proportionate and justified and offer views on what factors ComReg should consider in completing its Regulatory Impact Assessment in terms of the impacts of these amendments on end-users and competition.**



## **7 Submitting Comments**

All comments are welcome.

As August is the traditional holiday period ComReg is aware that vital persons may be on leave at this time, therefore the consultation period shall run for a slightly longer period than usual from Tuesday 24 August to Tuesday 05 October during which ComReg welcomes written comments on any of the issues raised in this paper.

Having analysed and considered the comments received, ComReg will review the proposed amendments and publish a report in October on the consultation which will, inter alia summarise the responses to the consultation.

In order to promote further openness and transparency ComReg will publish the names of all respondents and make available for inspection responses to the consultation at its Offices.

Please note ComReg will publish all submissions with the Response to Consultation, subject to confidentiality.

ComReg appreciates that many of the issues raised in this paper may require respondents to provide confidential information if their comments are to be meaningful. Respondents are requested to clearly identify confidential material and if possible to include it in a separate annex to the response. Such information will be treated as strictly confidential.

## **Appendix A – CPS Code of Practice**

### **Carrier Pre Selection**

Industry Code of Practice

## **8 Introduction**

Carrier Pre Selection (CPS) is a means by which a Customer can choose an alternative CPS Operator or Reseller to carry some or all of their call traffic. The current CPS process is defined in CPS18<sup>7</sup>. A well-defined Carrier Pre-Selection scheme is a key enabler for effective competition in the fixed telecommunications market. This code sets out certain rules and procedures that operators and resellers wishing to offer CPS services in the Republic of Ireland must follow. It covers the definitions of all players in the CPS context, the agreed business rules, customer authorisation, customer contact and the complaints and remedies procedures.

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<sup>7</sup> CPS18 Carrier Pre Selection Industry Process Manual

## 9 Definitions

<b>Access Network Operator</b>	is an authorised telecommunications operator providing the line that connects a customer's telephone to that operator's local exchange.
<b>Business Day</b>	means any day from Monday to Friday inclusive, between the hours of 09:00 and 17:00, but excluding Irish public holidays.
<b>CPS Committee</b>	refers to the committee established pursuant to Decision Notice D2/99 <sup>8</sup> to consider the practical implementation issues.
<b>CPS Operator</b>	means an authorised telecommunications provider offering CPS services.
<b>CPS Service</b>	is the facility offered to customers which allows them opt for certain defined classes of call to be carried by an Operator selected in advance (and having a contract with the customer), without having to dial a routing prefix or follow any other different procedure to evoke such routing.
<b>CPS Reseller</b>	<p>is a party that fits the definitions detailed in D17/01. These are broken into 2 categories:</p> <p><b>(a) Tied CPS Reseller</b> Tied CPS Resellers sell branded subscriptions and calls on their parent network. The reseller purchases them at wholesale rates and has some freedom to vary packaging and tariffing. The key point is that the customer's contract is with the reseller but it is the wholesaler - the CPS Operator who is eligible to provide the CPS service - that is responsible for processing the orders and trafficking the calls. The CPS Reseller handles the customer service, tariffing and billing.</p> <p><b>(b) Independent CPS Reseller</b> Independent CPS Resellers are similar to the Tied CPS Resellers in that they purchase wholesale from CPS Operators and resell to their contracted customers. The difference is that Independent CPS Resellers are not tied to an individual CPS Operator</p>

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<sup>8</sup> "Introducing Carrier Pre-Selection in Ireland" - Decision Notice D2/99, May 1999 (ODTR Document Number 99/29)

and can make a choice between networks. For example, the CPS Reseller could negotiate several agreements for different areas and/or for different call types. As with the Tied CPS Reseller, the customer's contract is directly with the Independent CPS Reseller itself rather than a CPS Operator and the CPS Operator is responsible for processing orders and trafficking calls

<b>Customer Authorisation Form</b>	means a form completed by the customer to approve a change of CPS service and which contains information as set out in Annex 1 of the Industry Process Definition (Document CPS 18). This information may also be captured via TPV or Internet Sign Up, as per the agreed processes.
<b>Gaining CPS Service Provider</b>	is the CPS Service Provider (Operator or Reseller) which the customer has chosen to provide CPS Service in the future.
<b>Losing CPS Service Provider</b>	is the CPS Service Provider (Operator or Reseller) which provided CPS Services to the customer prior to the customer electing to change to the Gaining CPS Service Provider.
<b>CPS Service Provider</b>	is a provider of CPS services which includes the Access Network Operator, CPS Operators and Resellers.
<b>Third Party Verification (TPV)</b>	is an independent means of verifying a customer's consent and obtaining the customer information required to submit a change to the CPS service. It is conducted via the telephone, with a recording of the call serving as a record of the customer's consent. means any activity undertaken by an Operator or
<b>Unauthorised Provisioning of CPS Service</b>	CPS Service Provider that dishonestly attempts to initiate a CPS Service change without the explicit permission of the customer.

## **10 CPS Business Rules**

As an element of the Code of Practice the following guidelines are binding. They are not, however, a substitute for general obligations in national and EU Law.

### **10.1 Customer Advice**

*10.1.1* The CPS Service Provider should make the customer aware of the information in relation to service obligations as outlined in section 4.2 of the industry agreed CPS Process Manual.

### **10.2 Customer Contracts**

In order to offer CPS service to a customer, the CPS Service Provider must enter into a written contract with that customer. All Customer Contracts must comply with the following requirements:-

Be written in clear and understandable language.

Set out the take-up of service date clearly, allowing for a 5 business day cooling off period during which time customers who have consented to switch could decide to reverse this decision at no cost except for telephone traffic charges incurred.

Set out clearly how the customer can terminate the contract.

Set out clearly for the customer any minimum period during which the contract will remain in force and explicitly state the penalties for breach of the minimum contract period.

Set out clearly any upfront charge to the customer.

Set out clearly tariffs, payment options and billing frequency;

Set out clearly how the customer will be informed of variations to the contract, including any tariff changes and the notice period they will be given before these come into effect.

Be fair and reasonable.

Describe the service to be provided.

Include an option for the customer to reject unsolicited communications and confirm that usage of all customer data shall comply with the Data Protection Acts.

Include a customer service contact number.

Set out what compensation or refund arrangements are in place if service level commitments are not provided.

- 10.2.1* Explain how disputes can be resolved.
- 10.2.2* Set out clearly the rights which the operator has to terminate their contract with the customer (e.g. for persistent non-payment) as set out in the CPS Bad Debt Process (CPS18) and the circumstances in which calls will revert to the direct access operator.
- 10.2.3* Include the Customer Authorisation Form as set out in Annex 1 of the Process Manual (CPS18) which shall be signed by the customer or authorised via the agreed processes for TPV or Internet Sign Up. The customer shall be given a copy or a facility to retain a copy.
- 10.2.4* Not contain any reference to promotions or incentives.
- 10.2.5* Inform customers clearly which Service Provider they are to contact in the event of a query or fault with the service. This should be prominently displayed on the contract.

### **10.3 Use of Customer Information**

- 10.3.1* Any use by a CPS Service Provider of customer information must be restricted so as to ensure compliance by that CPS Service Provider with their obligations, for the time being, at law. These obligations include but are not limited to obligations under:
- 10.3.2* All Data Protection legislation and any other applicable domestic and/or binding non-domestic laws concerning the protection of personal data;
- 10.3.3* All Competition legislation and any other applicable domestic and/or binding non-domestic laws concerning anti-competitive behaviour and/or abuse of dominant position.
- 10.3.4* CPS Service Providers must take all reasonable steps to safeguard the privacy and confidentiality of customer information such as names, addresses, telephone numbers, calling patterns and telephone bills. This information must only be used or disclosed to the extent that this is necessary for providing the telecoms service or used in the provision of telecom services (e.g. directories).
- 10.3.5* CPS Service Providers must disclose available customer information, to the extent permitted by law, when requested in writing by the customer, to that customer within 5 business days of receiving the request. The customer may then pass it to another CPS Service Provider or other third party
- 10.3.6* A Losing CPS Service Provider may disclose customer information to the Gaining CPS Service Provider or Access Network Provider, subject always to the provisions of the Data Protection Acts and any other related provisions concerning the protection of personal data.
- 10.3.7* CPS Service Providers must use bona fide efforts to achieve compliance by its employees, agents, contractors and dealers with the provisions of this code

**10.4 Order Handling Process**

*10.4.1* The CPS Process is the industry agreed “Carrier Pre-Selection Industry Process Definition, CPS 18” as amended by the Industry from time to time.

*10.4.2* If problems arise in the order handling processes, CPS Service Providers should not attribute fault or blame for delay to another CPS Service Provider. The Losing CPS Service Provider should not state to the customer that the delay is a good reason for maintaining the existing service and to cancel the switch.

**10.5 Sales Practices & Promotion of CPS**

*10.5.1* A CPS Service Provider must not release information in any form that is misleading, derogatory, or that questions the ethics or integrity of another operator's service.

*10.5.2* Contracts and order forms must be physically separate from any promotional materials and inducements such as prizes and contests.

*10.5.3* All descriptions, claims and comparisons which relate to matters of objectively ascertainable fact should be capable of substantiation. CPS Service Providers are required to hold such substantiation ready for production on demand; service providers should maintain records outlining substantiation for the period recommended by the Data Protection Commission.

*10.5.4* Any data included in promotional material should be correct at the date of print. Records should be maintained by CPS Service Providers to substantiate this. All offers, whether made by advertisement or other forms of communications which contain descriptions, claims or comparisons must be factual;

*10.5.5* Advertisements or other offers should not contain statements or visual presentations which, directly or by implication, by omissions, ambiguity, or exaggeration, are likely to mislead the consumer about the product or service advertised, the advertiser, or about any other product or advertiser;

*10.5.6* Each CPS Service Provider is responsible for ensuring that no consumer is misled to believe that as a consequence of having their voice traffic with another CPS service Provider that:-

- any additional telecom requirements could be withheld or delayed.
- their existing telecom services will suffer a detriment, i.e. existing obligations for that service will remain intact.

*10.5.7* Each CPS Service Provider is responsible to ensure that all agents, staff and company representatives do not harass, badger, annoy bully or frighten any consumer into re-signing with them for CPS service.

*10.5.8* No CPS Service Provider may adopt a practice of writing to consumers in response to an alleged request for information.



*10.5.9* CPS Service Providers shall not release any information in any form whatsoever regarding an alleged breach of the Code of Practice by another CPS Service Provider unless and until the breach is substantiated by a formal and final determination of ComReg in accordance with the provision of this Code of Practice.

#### **10.6 Tariff Presentation & Price Comparisons**

*10.6.1* CPS Service Providers must present their existing tariffs, and any discount schemes, clearly and accurately to the customer prior to a contract being signed by the customer.

*10.6.2* CPS Service Providers must inform customers clearly and accurately in writing in advance of any changes to tariffs or discount schemes, as published by the CPS Service Provider from time to time.

*10.6.3* It is the responsibility of each CPS Service Provider to ensure the most up to date price comparison data is used. It is the responsibility of each organisation to designate an individual in each organisation as being responsible for ensuring that the most up to date data has been used and that all promotional material is compliant with the Code of Practice.

*10.6.4* All CPS Service Providers must provide printed tariff information in response to a reasonable consumer request, in accordance with Regulation 18 of the Universal Service and Users' Rights Directive<sup>9</sup>

#### **10.7 Complaint Handling and Enquiries**

*10.7.1* CPS Service Providers must inform customers clearly whom they are to contact in the event of a query or fault with the service and this should be prominently displayed both on the contract and on customer bills.

*10.7.2* Access Providers who are contacted by customers regarding a problem with a CPS service provided by another operator must transfer the query to the customer service staff of that operator.

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<sup>9</sup> EC (Electronic Communications Networks and Services) (Universal Service and Users Rights) Regulations 2003, SI 308 of 2003.

## **11 Customer Authorisation**

In order to process a customer's request for CPS, the gaining operator must first acquire the customer's authorisation that they wish the Access Provider to transfer all call traffic, or the selected call options, to the nominated operator. This authorisation is given via the Customer Authorisation Form (CAF) which details customer information and a statement of authority. The customer's authorisation can also be acquired via TPV or Internet Sign Up as per the CPS Process Manual. In the specific cases of TPV and Internet Sign Up, the recording of the call and the return e-CAF serves as a record of the CAF documenting the customer's consent.

### **11.1 Customer Authorisation Form (CAF) Rules**

*11.1.1* The Gaining CPS Service Provider must retain its CAFs for at least 2 years and no longer than 6 years from the date the Gaining CPS Service Provider receives the CAF from the Customer.

*11.1.2* If a Customer complains to a Losing CPS Service Provider or the Access Network Operator regarding a CAF and either operator requests a copy of the CAF, then the Gaining CPS Service Provider must provide a true copy of the CAF to that operator within 5 business days of the CPS Service Provider requesting the copy.

*11.1.3* A customer may only request a CAF if it is in respect of a service supplied to that customer and an operator may only request a CAF if it is the Losing CPS Service Provider or Access Network Operator.

*11.1.4* If the customer or CPS Service Provider is not satisfied with the copy of the CAF produced by the Gaining CPS Service Provider, then the Gaining CPS Service Provider must provide access to the original CAF.

*11.1.5* Each CPS Service Provider must nominate in writing a single area (referred to hereinafter as the 'Nominated Area') in their organisation which, in accordance with the terms of this Code, shall be responsible for:

- Making requests for copy or production of CAFs; and
- Complying with requests for copies or production of CAFs.
- Shall be the single location for holding CAFs by that CPS Service Provider.

*11.1.6* A request for a copy or production of a CAF made by a CPS Service Provider under this code may only be made by an employee of the CPS Service Provider working in the operator's Nominated Area.

*11.1.7* CPS Service Providers and Access Network Operators providing CPS facilities must ensure that their Nominated Areas maintain statistics, in order to satisfy ComReg requests, on the number of requests and performance in relation to:

- the timeframes in which the operator responds to requests: and
- the number of unsatisfied requests:

*11.1.8* CPS Service Providers must not permit its employees other than those employed within the Nominated Area to request copies or presentation of CAFs from Gaining CPS Service Providers.

**11.2 Unauthorised Provisioning of CPS**

*11.2.1* CPS Service Providers shall not engage in unauthorised provisioning of CPS of any form whatsoever.

*11.2.2* Where an incident(s) of unauthorised provisioning of CPS service is detected by a CPS Service Provider or the Access Network Operator, the incident(s) shall notified to the CPS Service Provider who has gained as a result of the unauthorised provisioning. All CPS Service Provider who are party to the incident(s) complained of shall use their best endeavours to resolve the matter. Where the matter is resolved the Gaining CPS Service Provider shall notify the Access Provider to reinstate the customer's service to the status prior to the disputed provisioning.

*11.2.3* Where complaints concerning incident(s) of unauthorised provisioning of CPS cannot be resolved in accordance with paragraph 11.2.2, or within ten (10) business days of the CPS Service Provider who has gained as a result of the unauthorised provisioning being notified per paragraph 11.2.2, the CPS Service Provider claiming loss as a result of the alleged unauthorised provisioning of CPS practices shall have the option of requesting the President of the Law Society of Ireland to nominate a single arbitrator to adjudicate upon the complaint. The decision of such an arbitrator shall be final and binding in its entirety upon the parties.

## 12 Data Retention

- (i) *eircom* is directed to maintain sufficient records of contact with customers, both business and residential customers, for six months in order to be able to comply with ComReg requests. These records must include the following information
  - Date and Time of Contact
  - Name and Telephone number of the Customer
  - Name of Sales Representative
  - Details as to the subject matter 10% of all “winback” calls (i.e. Telephone Conversations) with consumers, covering both residential and business taken at random should be recorded.
  
- (ii) All other CPS Service Providers must retain the following information in relation to customer winback activity:-
  - Date and Time of Contact
  - Name and Telephone number of Consumer
  - Name of Sales Representative
  - Detail of Subject Matter.
  -

## Annex I – TPV Code of Practice

### Definitions

"Access Network Operator"	is a licensed telecommunications operator providing the line that connects a customer's telephone to that operator's local exchange.
"CPS Committee"	refers to the committee established pursuant to Decision Notice D2/99 <sup>10</sup> to consider the practical implementation issues.
"CPS Operator"	means a licensed telecommunications operator providing CPS services.
"CPS Service"	is the facility offered to customers which allows them opt for certain defined classes of call to be carried by an Operator or Reseller selected in advance (and having a contract with the customer), without having to dial a routing prefix or follow any other different procedure to evoke such routing.
"Customer Authorisation Form"	means a form completed by the customer to approve a change of CPS service and which contains information as set out in Annex 1 of the Industry Process Definition (Document CPS 18).
"Data Controller"	the CPS Operator or Reseller who is responsible for the use of all private data provided to them by the subject and may not disclose this information or use it in any way other than that defined in the original contract with the subject. However the data controller is at liberty to engage a third party, or data processor, to carry out work and use this information as defined by their contract with the subject.
"Data Processor"	the TPV agent who is contracted by the data controller and is authorised to act as their agent to use the subject's data in a specified manner in order to carry out the work of the controller i.e. to verify the customers CPS order.
"Data Subject"	the telecommunications subscriber who contracts for the provision of a CPS service and in doing so provides

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<sup>10</sup> "Introducing Carrier Pre-Selection in Ireland" - Decision Notice D2/99, May 1999 (ODTR Document Number 99/29)

	personal information to the CPS Reseller or data controller.
<b>"Gaining Operator"</b>	is the Operator or Reseller which the customer has chosen to provide CPS Service in the future.
<b>"Losing Operator"</b>	is the Operator or Reseller which provided CPS Services to the customer prior to the customer electing to change to the Gaining Operator or Reseller.
<b>"Operator"</b>	is an operator, including Access Network Operator, CPS Operator and the Reseller.
<b>"Reseller"</b>	<p>is a party that fits the definitions detailed in D17/01<sup>11</sup>. These are broken into 2 categories:</p> <p>(a) Tied CPS Reseller</p> <p>Tied CPS Resellers sell branded subscriptions and calls on their parent network. The reseller purchases them at wholesale rates and has some freedom to vary packaging and tariffing. The key point is that the customer's contract is with the reseller but it is the wholesaler - the CPS Operator who is eligible to provide the CPS service - that is responsible for processing the orders and trafficking the calls. The CPS Reseller handles the customer service, tariffing and billing.</p> <p>(b) Independent CPS Reseller</p> <p>Independent CPS Resellers are similar to the Tied CPS Resellers in that they purchase wholesale from CPS Operators and resell to their contracted customers. The difference is that Independent CPS Resellers are not tied to an individual CPS Operator and can make a choice between networks. For example, the CPS Reseller could negotiate several agreements for different areas and/or for different call types. As with the Tied CPS Reseller, the customer's contract is directly with the Independent CPS Reseller itself rather than a CPS Operator and the CPS Operator is responsible for processing orders and trafficking calls</p>
<b>"Third Party Verification (TPV)"</b>	is an independent means of verifying a customer's consent and obtaining the customer information required to submit a change to CPS service. It is conducted via

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<sup>11</sup> "The role of resellers in Carrier Pre-Selection & the block transfer of customer accounts" - Decision Notice D17/01, November 2001 (ODTR Document Number 01/86)

the telephone, with a recording of the call serving as a record of the customer's consent.

### 12.1 Introduction

Third Party Verification (TPV) is an alternative to the requirement for a physical signature on a CPS Customer Authorisation Form.

The TPV Code of Practice comes into effect once it has been agreed by all parties, signed off by the CPS committee and agreed by the ODTR. It shall remain in force thereafter, together with any amendments that are agreed in future. Every Operator or Reseller that wishes to use TPV must become a signatory to the Code of Practice and it is binding in its entirety upon all those who do become signatories. An Operator or Reseller who is a signatory can change CPS service by using either

- a physical signature on a CAF or/
- a recorded TPV telephone call

### 12.2 Brief description of the TPV process

Once the customer has agreed to move some or all of their traffic to their chosen Operator or Reseller, the customer is connected to an independent third party. The customer is then taken through a verification script with a live TPV agent. This process is recorded and subsequently verified by the third party as a valid order. After an order receipt is sent to the customer and a cooling off period has elapsed, the order is submitted to eircom Carrier Services as per the current process. In the event of a dispute, a TPV CAF and a voice recording will be supplied to the losing Operator.

### 12.3 TPV supplier selection

The TPV supplier:

- A. Must be independent, reputable and capable of adequately performing a quality live agent verification system.
- B. Should not be owned, managed, or controlled by the Operator or Reseller.
- C. Cannot be given any financial or non financial incentives to verify orders - since they must remain unbiased and independent, payment must be made irrespective of whether orders are verified or rejected.
- D. Must operate in a location physically separate from the Operator or Reseller.
- E. Cannot also be employed by the Operator or Reseller to directly sell or market CPS services.

- F. Cannot sell or market CPS services within any other business they are conducting for the Operator or Reseller e.g. inbound customer service, product sales.
- G. Can be located anywhere in the world as long as they conform to data protection rules which give an equivalent level of protection to that afforded in the EU and provide the service in English.
- H. Must sign a contract with the Operator or Reseller that includes the fact that they will provide TPV services in accordance with the TPV and CPS Code of Practices.

Prior to starting TPV:

- I. The Operator or Reseller must supply to the ODTR the name of the company or companies they are using to supply TPV services. This information will remain confidential to the ODTR. However, the ODTR will maintain and make available a general register of companies able to supply TPV services.
- J. All other CPS Operators and the Access Network Provider need to be made aware of an Operator or Reseller decision to start TPV.

#### 12.4 Adherence to data protection legislation

In the case of Operators or Resellers using a TPV supplier based outside the Republic of Ireland:

- Passing data within the European Economic Area (EEA) – it can be presumed that an adequate level of data protection is in place (since all EEA states have similar data protection laws) so that such transfers can take place in the same way as transfers of data within Ireland. However new data protection legislation, effective from 1 April 2002, states that whenever a data controller passes personal data to an agent / subcontractor (irrespective of whether the agent is in Ireland, the EEA, or a third country), then there needs to be a suitable contract in place to ensure confidentiality / security etc.
- Passing data outside the EEA – where personal data are to be transferred outside of the EEA (a third country), the data controller must ensure that there is an adequate level of data protection. One way of ensuring this is by using standard model contracts as approved by the EU. An alternative way - which only applies to the USA - is for the US-based company to sign up for the Safe Harbour arrangement, committing itself to abide by good data protection principles. If the US company / agent is not in the Safe Harbour, then one of the alternative ways of protecting the data (e.g. the model contracts) will need to be relied upon. All of this applies after 1 April 2002, when the new data protection regulations take effect.



- Customer notification - until the Data Protection (Amendment) Bill 2002 is passed, there will be no explicit requirement upon data controllers to notify subjects that information is being passed outside the state to a third party. However, "fair obtaining and processing" - an existing data protection rule - requires that data subjects be given as much information as possible about how their data will be used and is considered to be a matter of good practice.

Please refer to the Carrier Pre Selection Services Code of Practice for full details of other legislation and rules concerning the use of customer information.

#### 12.5 **Methods of TPV**

TPV may only be used in conjunction with a live TPV agent, automatic systems and IVR are not permitted. The procedure is as follows:-

- The customer is transferred to, calls or is called back by a live agent employed by the TPV supplier.
- The TPV agent takes the customer through a script, which includes all the mandatory areas. This is recorded and subsequently verified by the TPV supplier in accordance with the Code of Practice rules.
- The live agent is subject to the same rules as the TPV supplier.
- Sales agents or employees of the Operator or Reseller are not permitted to guide the customer through a live verification script.

#### 12.6 **Role of the Operator's sales agent**

- The sales agent of the Operator or Reseller can initiate the call to the live TPV agent but must drop off the call once the connection has been established in order to prevent the sales agent pressurising or improperly influencing customers.
- It is acceptable for the sales agent to enter the telephone number and account number for the customer prior to dropping off the call.
- If the sales agent is party to the remainder of the call in anyway, the individual order should be rejected.

**12.7 Role of the TPV supplier**

- The TPV supplier is responsible for managing and recording the live agent transaction and also, for verifying the order. They must then code the order verified, pending or rejected.
- The TPV live agent is only allowed to respond to specific questions about the verification process from the customer or to highlight the next step for the customer if confusion is evident.
- The actions that constitute grounds for order rejection on behalf of the TPV agent are listed in section 13.

**12.8 Mandatory elements of the script**

The following are mandatory elements of the verification script. Whilst the exact wording is up to the individual Operator or Reseller the meaning must be clearly the same as outlined below:

*12.8.1* Can be supplied by the sales agent or customer:

- Account no (or dummy number if this is not available at initial call).
- Telephone numbers to be moved (where applicable this should include ranges)

*12.8.2* Information to be supplied by customer only:

- A. Early and positive acknowledgement from the customer that they understand this transaction is not for information purposes and will result in their telephone calls being moved to <Gaining Operator>. It must be stated explicitly that the phone voice approval removes the need for them to sign a form.
- B. Customer or Business account name.
- C. Customer or Business account installation address.
- D. If different, full name of person authorising the decision (name & position required if a business).
- E. Positive acknowledgement that the customer is authorised to make the decision on behalf of the household or business.
- F. Collection of a piece of privileged information that is not publicly available & able to be checked back with the customer e.g. date of birth, mother's maiden name.

- G. Explicit acknowledgement that the customer wants to change resulting in a positive statement from the customer e.g. “Yes, I wish to change my service to <Gaining Operator>”.

*12.8.3* Additional information to be given during the verification call

- H. Must inform the customer they are being recorded at the start of the call.
- I. The type of service involved e.g. all calls, national and/or international calls only.
- J. Significant contractual conditions e.g. minimum contract, upfront charges.
- K. Information on who to call in the event of a customer enquiry.
- L. Explanation that an order receipt and full terms and conditions will be sent to the customer.
- M. Explanation of cooling off period and how the customer can cancel.

*12.8.4* Further required order information

- Date of verification

*12.8.5* Script exclusions

- Sales or marketing material.
- Any information on promotions or incentives to encourage CPS changes.

**12.9 Recording**

The following rules apply to the recording of the verification call:

- The recording must be audible, clear and easy to understand.
- The entire transaction from the initiation of a call to the TPV live agent and all parties to the transaction must be recorded.
- The recording must be retained for 2 years.
- The Gaining Operator must be able to supply the individual customer recording to the Losing Operator in the event of a dispute. The recording should be supplied in a format which the customer can listen to.

## 12.10 Order verification and rejection

After the verification script has been completed the order should be coded as having one of the following outcomes.

### 12.10.1 Verified order

An order should be verified if the customer answers all questions positively and has supplied all the requested information. There should be no evidence of grounds for rejection on the part of the customer, the Operator/Reseller sales agent or the TPV supplier.

### 12.10.2 Pending order

As per a verified order but the account number has not been supplied in the initial TPV call. If the account number is acquired within 30 days of the TPV call this order can be submitted as a verified order.

### 12.10.3 Rejected order

An order should be rejected if the customer does not answer all questions positively or has not supplied all the requested information (account number is an exception – see pending order). Also if there is evidence of grounds for rejection on the part of the customer, the Operator/Reseller sales agent or the TPV supplier.

### 12.10.4 Cancelled order

A cancelled order is a verified order that is cancelled by the customer prior to the order being submitted to the Access Provider. These must be categorised for reporting purposes.

## 12.11 Grounds for order rejection

The following are considered grounds for rejection of an order.

### **The Customer:**

- Disconnects the call or fails to complete the script.
- Answers negatively.
- Fails to give the required information or gives an obviously false response.
- Seems confused or doesn't clearly understand the process.
- Asks questions about the product during the process.
- Cannot be clearly understood.

**The Operator/Resellers sales agent:**

- Stays on the call after giving the account and telephone number(s).
- Is involved in anyway in the verification process.

**The TPV agent:**

- Actively encourages or pressurises the customer during the verification process.
- Tells or suggests to the customer what to answer.
- Gives marketing information of any kind to the customer e.g. pricing, services, offers etc. They are allowed to pass a contact number to enable the customer to contact a sales agent of the Operator.
- Offers any opinions on any Operator / Reseller.
- Offers inducements to customer.

**12.12 TPV CAF**

- A copy of the TPV CAF should be sent to the customer. This must include the same information as the current CAF. In addition, the TPV CAF should indicate that this order was verified through a third party telephone call, the date of verification and - if different from the customer account name - the name of the person who verified the order.
- Accompanying this order receipt should be full and written details of all the terms and conditions that the customer is subject to. These are set out in the current CPS code of practice and are considered especially important in the case of a TPV order, since there is no guarantee that this has been covered adequately during the sales call leading to the TPV verification.

**12.13 Customer cooling off period and cancellation**

- Given that the order receipt is the first time a customer sees full information of the Operator or Resellers product offering, a cooling off period is required prior to the TPV order being processed. This is 10 days from the date of the verification and the order cannot be processed before these 10 days have elapsed.
- The Operator or Reseller must ensure dispatch of the copy of the TPV CAF and terms and conditions within 5 days of the date of

verification. This should allow sufficient time for the information to reach the customer and for the customer to study the information and cancel during the 10 day cooling off period, should they so wish.

- The cooling off period and how a customer can cancel their order should be clearly stated in the information sent to the customer.

#### 12.14 Disputes process

Where an incidence of alleged unauthorised provisioning of CPS service is detected the customer can either:

- (i) request a copy of the relevant TPV CAF and voice file or/
- (ii) contact the Losing Operator or Access Network Operator who can request a request a copy of the TPV CAF and voice file on behalf of the customer.
- (iii) The Gaining Operator must provide this within 2 working days of the request. It can be supplied via e-mail.
- (iv) The voice file must be in an agreed format and should be sent to the Operator's nominated area as per the written CAF process.
- (v) If the TPV order should have been rejected under the code of practice rules or the customer indicates this is a case of slamming the losing Operator is entitled to reinstate the customer's service to the status prior to the disputed provisioning.
- (vi) Where complaints cannot be resolved the same escalation process as currently exists will apply.

## Annex II – Internet Sign Up Code of Practice

### 12.15 Introduction

Carrier Pre Selection (CPS) is a means by which a Customer can choose an alternative Operator or Reseller to carry some or all of their call traffic. The current CPS process, as defined in CPS18<sup>12</sup> and in the CPS Code of Practice, dictates that a Customer can elect to take a CPS service by providing the Gaining CPSO / Reseller with either a

- a physical signature on a CAF or/
- a recorded TPV voice confirmation

This document outlines the process and Code of Practice obligations for CPSOs / Resellers who wish to participate in a pilot project to facilitate Customers to sign up for CPS over the Internet.

The CPS Internet Sign Up Process and Code of Practice will come into effect once it has been agreed by industry, signed off by the CPS committee and agreed by ComReg. It shall remain in force thereafter, together with any amendments that are agreed in future.

### 12.16 Process for Internet Sign Up

#### 12.16.1 Methods of Internet Sign Up

For the purposes of the pilot CPS Operators (CPSOs) / Resellers can sign up Customers for a CPS service over the internet via any of the following methods:-

- (i) Download of Direct Debit Form
- (ii) Internet Sign Up with Credit Card
- (iii) Internet Sign Up with Debit Card

A CPSO / reseller may choose to offer one, two or all three of these methods of CPS sign up on their website. Whatever method the Customer chooses at the point of sign up will dictate the method of payment and source of funds for that Customer. This will apply to all traffic generated on the reference CLI provided, for whatever CPS Options apply. CPSOs / Resellers may not transfer the order to any prior billing arrangement with that Customer.

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<sup>12</sup> CPS18 Version 9.7 Carrier Pres Selection Industry Process Manual

**12.16.2 Internet Sign Up for CPS using Direct Debit**

Customers who sign up for CPS can opt to pay their bills by Direct Debit. If they are using this method, the Customer downloads a Direct Debit form from the CPSO / Reseller website and fills in the appropriate CPS and banking details.

The Direct Debit form will be treated as a standard CAF, as described in the CPS Process Manual (CPS18), which requires a Customer signature to confirm authorisation. The Customer will manually return the form to the CPSO/ Reseller, who will process the order in the usual manner. The CPSO / Reseller is not entitled to act on the Customers Order until they have received the signed form.

**12.17 Internet Sign Up for CPS using Credit / Debit Card Validation**

**12.17.1 Capture of Customer Information**

The following mandatory information must be captured by the Operator / Reseller over the web interface at the point of Customer sign up. Information held by the CPSO / Reseller on a particular Customer must not be pre populated at the point of Customer sign up.

- Customer / Company Name
- Customer / Company Name Address
- Reference CLI (and other relevant numbers)
- Access Provider Account Number
- CPS Options
- e-mail address
- Credit Card / Debit Card Number & Type (name on credit/debit card must match Customer / Company name stated above).
- Expiry Date

**12.17.2 Credit / Debit Card Validation**

In order to validate a particular Customer order, the CPSO / Reseller must perform online validation of the credit card information provided. This must include, at a minimum, confirmation that the information provided is for a valid credit card and that the card is not out of date or stolen. Any further validation e.g. for credit checks, is at the discretion of the individual CPSO / Reseller.

There are a number of checks which can be applied to the card number to ensure validity. For example Visa and MasterCard numbers have fixed lengths (i.e. Visa cards are either 13 or 16 digits long) and start with a specific number (i.e. all Visa cards start with a 4). Also MasterCard, Visa and Debit card numbers are generated using a specific algorithm and checksum, which can be applied to check the validity of card.



12.17.3 Customer Authorisation

The Customer must confirm that they understand the significance of providing this information. It should be clear to the Customer that they are entering into a contract in relation to their telephony service with an alternative CPSO / Reseller. The CPSO / Reseller should acquire positive acknowledgement from the customer that they understand this transaction is not for information purposes and will result in their telephone calls being moved to <Gaining Operator>. It should be stated explicitly that this online form and validation removes the need for them to sign a contract form.

In particular, the CPSO / Reseller must obtain explicit confirmation from the Customer in relation to the following statements:-

- (i) that they authorise the Access Provider (eircom) to activate the above choices on their behalf.
- (ii) that they understand that the order will over ride any previous call options on all the categories selected above.
- (iii) that they are authorised to act on behalf of the household or company in this matter

This confirmation can be provided via a *tickbox* on the online form.

12.17.4 Acceptance of Terms and Conditions

The CPSO / Reseller must provide the Customer with a copy of the Terms and Conditions of the contract they are entering into. For the purpose of the pilot project this information may be provided via a hyperlink to the CPSOs / Resellers Terms & Conditions e.g. [www.gainingoperator.com/terms&conditions](http://www.gainingoperator.com/terms&conditions)

The CPSO / Reseller must acquire explicit confirmation that the Customer has read and understood the Terms and Conditions. This confirmation can be provided via a *tickbox* on the online form.

12.17.5 Confirmation “eCAF”

On completion of the online form, the CPSO / Reseller will validate the Credit/Debit Card details that the Customer has provided. The CPSO / Reseller will then forward an email to the Customer, at the email address provided, to confirm the Customer details that they have received. This email will serve as a surrogate CAF, an “eCAF” A sample eCAF is shown in Annex A.

The following process will apply:-

- (i) an “eCAF” will be sent to the customer as a substitute CAF with all CPS order information contained within.
- (ii) a flag will be set flag on the eCAF, so that a delivery note is received by the CPSO / Reseller

- (iii) if the eCAF delivery fails, the CPSO / Reseller will ring Customer to confirm that they have the correct email address – if not valid then eCAF is posted to the Customer at the address provided.
- (iv) the eCAF should include text on the significance of the email with respect to the Customers telephony service – as outlined in Annex A
- (v) the CPSO / Reseller will retain the Customers details as outlined in Annex B for a period of time as defined by the CPS Code of Practice
- (vi) The following are considered grounds for rejection of an order, if the Customer:-
  - does not complete all the required information
  - answers negatively to any of the authorisation checks

#### 12.17.6 CPS Order Acceptance, Rejection and Cancellation

##### (1) Acceptance

Once the Customers Order has been processed at the CPS hub, the CPSO / Reseller should notify the Customer that their order has been accepted and issue a “Welcome Pack” which should contain a copy or link of the Terms & Conditions. This can be issued via email.

##### (2) Rejection

If the Customer order is rejected at the hub, for any of the rejection reasons detailed in CPS18, the CPSO / reseller should notify the Customer and inform them of the reason for rejection. This can be issued via email.

##### (3) Cancellation

The Customer is entitled to a 5 day contract cooling off period during which time they can cancel their service without penalty. However, the Customer will be liable for any traffic generated with the CPSO / Reseller during that period. The cooling off period and how a customer can cancel their order should be clearly stated in the eCAF information sent to the customer. The details of the cancellation policy and cooling off period are as outlined in the CPS Code of Practice.

#### 12.18 Code of Practice Issues

##### 12.18.1 Reference to current CPS Code of Practice

The process details and rules of operation described herein relate solely to the CPS Internet Sign Up Pilot Project. CPSOs / Resellers who participate in the pilot project are still bound by the CPS Code of Practice.

##### 12.18.2 Disputes

The CPSO / Reseller must retain a copy of the CAF (Direct Debit) or eCAF and Delivery Notification (Credit / Debit Card), which can be forwarded to the

Losing CPSO / Reseller in the event of a dispute, as per the current CPS Process.

Where an incidence of alleged unauthorised provisioning of CPS service is detected the customer can either:

- request a copy of the relevant CAF (Direct Debit) or eCAF and Delivery Notification (Credit / Debit Card) from the Gaining CPSO / Reseller
- contact the Losing CPSO / Reseller or Access Network Operator who can request a copy of the CAF (Direct Debit) or eCAF and Delivery Notification (Credit / Debit Card) on behalf of the customer.

The following rules apply:-

- (i) The Gaining Operator must provide this information within 2 working days of the request.
- (ii) The Gaining CPSO / Reseller should send forward the CAF information to the Losing CPSOs nominated area as per the written CAF process.
- (iii) The information can be supplied via e-mail.
- (iv) If the web order should have been rejected under the Code of Practice rules or the customer indicates this is a case of slamming, the Losing CPSO / Reseller is entitled to reinstate the customer's service to the status prior to the disputed provisioning.
- (v) Where complaints cannot be resolved the same escalation process as currently exists will apply.

#### 12.18.3 Additional Code of Practice obligations for Internet Sign Up

In addition to the Process and Code of Practice obligations, the following the following rules will also apply for CPS Internet Sign Up:-

- (i) Where a Customer is required to confirm authorisation, the online form must always offer the negative response as default. Therefore the Customer is required to positively check the tickbox to confirm their consent.

#### 12.19 Measurement and Monitoring

To ensure protection of the standards and quality of the CPS process and also, protection of the customer, a number of parameters will be used to measure the impact of CPS Internet Sign Up. An amalgamated industry set of figures will be released monthly by ComReg for the pilot period.

- The total number and % of Internet orders
- The % of orders that are accepted, rejected, cancelled.
- The number, % and nature of upheld complaints/slamming

*12.19.1* Reported measures per Operator/Reseller:

Each pilot participant must supply the following figures to ComReg on monthly basis for the duration of the pilot. Any new CPSO / Reseller using Internet Sign Up must also supply the figures monthly for the first 6 months of Internet Sign Up operation. Figures should be supplied on the 15<sup>th</sup> or nearest working day for the preceding month. ComReg is at liberty to request figures from any CPSO / Reseller using Internet Sign Up thereafter. Individual figures will remain confidential to ComReg. The figures below should be broken down by type of Internet Sign Up used i.e. Direct Debit / Credit (or Debit) Card

- Total number of online orders put through Internet Sign Up
- Internet orders as a % of total CPS orders
- Number and % of online orders accepted/rejected/cancelled
- Number and % of complaints/slamming instances per Operator
- For each complaint/slam - customer details, nature of complaint/slamming

**12.20 Issues for Review by the CPS Committee following the Pilot**

Once the trial period has completed, the Internet Sign Up Working Group will report back to the CPS Committee for a review. This document will be amended, if necessary and on final approval will be incorporated into the CPS Process Manual & Code of Practice documentation.

In particular the review will focus on the following issue:-

- Possibilities for alternative methods of validation e.g. date of birth
- Possibilities for alternative payment methods
- Issues of Bad Debt.

ComReg may reconvene the Internet Sign Up Working Group to address a specific issue or amend this list of issues for review at anytime during the pilot project.

## Glossary

**"Access Network Operator"** is a licensed telecommunications operator providing the line that connects a customer's telephone to that operator's local exchange.

**"CPS Committee"** refers to the committee established pursuant to Decision Notice D2/9913 to consider the practical implementation issues.

**"CPS Operator"** means a licensed telecommunications operator providing CPS services.

**"CPS Service"** is the facility offered to customers which allows them opt for certain defined classes of call to be carried by an Operator or Reseller selected in advance (and having a contract with the customer), without having to dial a routing prefix or follow any other different procedure to evoke such routing.

**"Customer Authorisation Form"** means a form completed by the customer to approve a change of CPS service and which contains information as set out in Annex 1 of the Industry Process Definition (Document CPS 18).

**"Gaining Operator"** is the Operator or Reseller which the customer has chosen to provide CPS Service in the future.

**"Losing Operator"** is the Operator or Reseller which provided CPS Services to the customer prior to the customer electing to change to the Gaining Operator or Reseller.

**"Operator"** is an operator, including Access Network Operator, CPS Operator and the Reseller.

**"Reseller"** is a party that fits the definitions detailed in D17/0114. These are broken into 2 categories:

**(a) Tied CPS Reseller**

Tied CPS Resellers sell branded subscriptions and calls on their parent network. The reseller purchases them at wholesale rates and has some freedom to vary packaging and tariffing. The key point is that the customer's contract is with the reseller but it is the wholesaler - the CPS Operator who is eligible to provide the CPS service - that is responsible for processing the orders and trafficking the calls. The CPS Reseller handles the customer service, tariffing and billing.

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<sup>13</sup> "Introducing Carrier Pre-Selection in Ireland" - Decision Notice D2/99, May 1999 (ODTR Document Number 99/29)

<sup>14</sup> "The role of resellers in Carrier Pre-Selection & the block transfer of customer accounts" - Decision Notice D17/01, November 2001 (ODTR Document Number 01/86)

**(b) Independent CPS Reseller**

Independent CPS Resellers are similar to the Tied CPS Resellers in that they purchase wholesale from CPS Operators and resell to their contracted customers. The difference is that Independent CPS Resellers are not tied to an individual CPS Operator and can make a choice between networks. For example, the CPS Reseller could negotiate several agreements for different areas and/or for different call types. As with the Tied CPS Reseller, the customer's contract is directly with the Independent CPS Reseller itself rather than a CPS Operator and the CPS Operator is responsible for processing orders and trafficking calls

**“Internet Sign Up”** is a means of verifying a customer's consent and obtaining the customer information required to submit a change to CPS service. It is conducted via the internet, with an eCAF serving as a record of the customer's consent.

## Annex A - Sample Substitute CAF Email “eCAF”

The following is an example of the eCAF that the CPSO / Reseller will send to the Customers email address in order to confirm receipt of their online request.

-----Original Message-----

From: <Gaining Operator> Services [mailto:support@gainingoperator.com]

Sent: Date / Time

To: Test

Subject: Information about your application for <Gaining Operator> service

<Gaining Operator> Services

=====

Dear Test,

The email is to confirm that you have requested that your <CPS Option> calls will be carried by <Gaining Operator>. You will continue to receive a bill from eircom for your line rental and will also receive a bill from <Gaining Operator> for your <CPS Option> calls.

From our records you provided the following unique information:

Email: jeff@email.ie

- (vii) Customer / Company Name
- (viii) Customer / Company Name Address
- (ix) Reference CLI (and other relevant numbers)
- (x) Access Provider Account Number
- (xi) CPS Options
  
- (xii) e-mail address
- (xiii) Credit Card / Debit Card Number & Type Visa e.g. XXXXXXXXXXXXXXX0000  
(full number masked for security)
- (xiv) Expiry Date

Your <Gaining Operator> account number is 311242. Your <Credit/Debit card> account will be debited on a <billing cycle> basis.

If any of the above information is incorrect or if for any reason you have changed your mind or you are not happy with the Terms & Conditions as set out in [www.gainingoperator.com/terms&conditions](http://www.gainingoperator.com/terms&conditions), please contact us at the number our team on 1800 XXXXXXXX immediately.

Thank you for choosing <Gaining Operator>



## **Appendix B - Legislation**

### **European Legislation:**

- Directive 2002/20/EC of the European Parliament and of the Council on the authorisation of electronic communications networks and services, (“the Authorisation Directive”), OJ 2002 L 108/21;
- Directive 2002/19/EC of the European Parliament and of the Council on access to, and interconnection of, electronic communications networks and services, (“the Access Directive”), OJ 2002 L 108/7;
- Directive 2002/21/EC Of The European Parliament And Of The Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (“Framework Directive”) OJ 2002 L 108/33
- Directive 2002/22/EC of the European Parliament and of the Council on universal service and users’ rights relating to electronic communications networks and services, (“the Universal Service Directive”), OJ 2002 L 108/51;
- Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, (“the Privacy and Electronic Communications Directive”), OJ 2002 L 201/37.

### **National Primary Legislation:**

- Communications Regulations Act, 2002 (No. 20 of 2002);
- Wireless Telegraphy Act, 1926 (No. 45 of 1926);
- Postal and Telecommunications Services Act, 1983 (No. 23 of 1983).

**National Transposing Legislation:**

- European Communities (Electronic Communications Networks and Services)(Access) Regulations 2003 (S. I. No. 305 of 2003);
- European Communities (Electronic Communications Networks and Services)(Authorisation) Regulations 2003 (S. I. No 306 of 2003);
- European Communities (Electronic Communications Networks and Services)(Framework) Regulations 2003, (S. I. No. 307 of 2003);
- European Communities (Electronic Communications Networks and Services)(Universal Service And Users’ Rights) Regulations 2003 (S. I. No. 308 of 2003);
- European Communities (Electronic Communications Networks and Services)(Data Protection and Privacy) Regulations 2003, (S.I. 535 of 2003).

**National Secondary Legislation:**

- Wireless Telegraphy (GSM Mobile Telephony Licence)(Amendment) Regulations, 2003 (S.I. 339 of 2003);
- Wireless Telegraphy (Third Generation and GSM Mobile Telephony Licence) (Amendment) Regulations, 2003 (S.I. 340 of 2003).

## **Appendix C – Consultation Questions**

### **List of Questions**

**Q. 1. Do you agree with the proposed text for the amended General Authorisation? If not, please indicate your reasons and outline the paragraphs of the proposed text which you do not agree with and why.**

**Q.2 Respondents are asked to provide views on whether the material amendments to the General Authorisation contained in Paragraph 15 under the heading Consumer Protection are proportionate and justified and offer views on what factors ComReg should consider in completing its Regulatory Impact Assessment in terms of the impacts of these amendments on end-users and competition.**