

Office of the Director of
**Telecommunications
Regulation**

Service Levels Provided to Other Licensed Operators by Licensees with Significant Market Power

Consultation paper

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1. Introduction

The Director of Telecommunications Regulation (“the Director”) is responsible for the regulation of the Irish telecommunications sector in accordance with national and EU legislation. In carrying out her functions, the Director wishes to ensure that she receives comments from all interested parties on relevant policy measures.

The Director is now undertaking a consultation on service level agreements between Telecom Éireann (TÉ) and Other Licensed Operators (OLOs) and invites comments on the main issues identified in this paper.

A key issue identified in the regulatory regime is the treatment of competitors by incumbent operators in the telecommunications market. It is a principle of EU and Irish telecommunications legislation that such operators must provide access to their networks and services in a non-discriminatory fashion. In particular they must not favour their own downstream (retail) arm over competitors in terms of services provided. This principle is reflected in the licensing regime established by the Director for the liberalised Irish telecommunications market. Specifically, the General Licences issued by the Director since 1 December 1998 state that Licensed Operators with Significant Market Power (“SMP”) will not exercise undue preference or discrimination against any OLO in respect of the quality of any Licensed Services provided by the SMP operator. Telecom Éireann is the only operator in Ireland designated as having SMP in the fixed telecommunications market.

The Director considers that an effective and efficient method of addressing this issue is the development of Service Level Agreements (“SLAs”) between the SMP Operator and the OLOs. The level of service that a competitor can obtain from the SMP operator will in turn define the level of service that operator can offer to its own customers. The Director considers that service levels to consumers has the potential to be a major competitive tool that operators can use to differentiate their offerings. The objective of addressing the levels of service to those operators in the first instance is to enable and encourage the competition which will in turn deliver the best results for the customer. This consultation paper sets out the Director’s initial views on the contents of such SLAs.

The Director welcomes comments from all interested parties. Given the importance of the SMP operator’s SLAs for the final quality of service to end users, views are particularly welcomed from end users in relation to any of the questions raised in this paper. The closing date for receipt of comments is 5pm on Friday, 11th June 1999. Please see section 8 for details on submitting comments on this paper.

2. Background

2.1 Legislative Background

Both EU and Irish legislation recognise that, in the interests of developing and sustaining competition in the telecommunications sector, it is important to ensure that new entrants to the market can efficiently utilise network services from SMP operators.

The most relevant legislative provisions are:

- *Council Directive 98/10/EC on the application of Open Network Provision (ONP) to voice telephony and on universal service for telecommunications in a competitive environment*
- *The European Communities (Voice Telephony and Universal Service) Regulations, 1999, SI No. 71 of 1999, transposing the above directive.*
- *Council Directive 92/44/EEC on the application of open network provision to leased lines.*
- *Council Directive 97/51/EC amending Council Directives 90/387/EEC and 92/44/EEC for the purpose of adaptation to a competitive environment in telecommunications.*
- *European Communities (Leased Lines) Regulations, 1998, SI No. 109 of 1998, transposing the above directive.*
- *Council Decision 98/80/EC on amendment of Annex II to Council Directive 92/44/EEC.*

The Directives and Regulations place obligations on an operator who is designated by the Director as having SMP in the relevant market. These obligations include the publishing of information concerning:

- ordering procedures
- typical delivery periods
- contractual periods
- typical repair times
- procedure for refunds, if any.

Telecom Eireann is the only operator to have been designated as having SMP in the relevant market to date.

2.2 Applicable Licence Conditions

The Basic Licences, General Licences and the General Licence conditions of SMP operators all contain Conditions relating to Service Level Agreements. Specifically:

Basic Licence Conditions:

“5.1. The Licensee shall, in the manner and at the times specified by the Director, publish the standard terms and conditions under which it provides each category of Licensed Services to its customers. In the absence of any other direction from the Director, the Licensee shall ensure that a statement of all applicable terms and conditions is:

- (1) filed with the Director; and
- (2) promptly made available for inspection at the request of any member of the public.”

“5.9. The Licensee shall implement an appropriate code of practice for the resolution of customer disputes and in relation to non-payment of bills and disconnection. The Director may from time to time issue directions to the Licensee specifying any modifications or additions that she considers should be made to the code or as to the publication, republication, implementation or further modification of the code. The Licensee also agrees to participate in good faith in any dispute resolution procedure established by the Director for the resolution of disputes.”

General Licence Conditions:

“6.1 The Licensee shall, in the manner and at the times specified by the Director, publish the standard terms and conditions under which it provides each category of Licensed Services to its customers. In the absence of any other instruction from the Director, the Licensee shall ensure that a statement of all applicable terms and conditions is:

- (1) filed with the Director; and
- (2) promptly made available for inspection at the request of any member of the public.”

“6.9 The Licensee shall implement an appropriate code of practice for the resolution of customer disputes and in relation to non-payment of bills and disconnection. The Director may from time to time issue directions to the Licensee specifying any modifications or additions that she considers should be made to the code or as to the publication, republication, implementation or further modification of the code. The Licensee agrees to participate in good faith in any dispute resolution procedure established by the Director for the resolution of disputes.”

Additional Conditions applicable to SMP operators:

- “17.1 The Licensee shall comply with its obligations under the European Communities (Leased Lines) Regulations, 1998, and undertakes to participate in good faith in any negotiations or dispute resolution process initiated pursuant to those regulations.”
- “18.1 The Licensee shall deliver to the Director, who may publish and consult on the same, copies of all standard-form contracts from time to time issued by the Licensee in connection with the provision of any Licensed Service provided within the Relevant Market, and shall supply a true and complete copy of any particular contract within five days of any written request from the Director.
- 18.2 The Licensee shall also prepare and deliver to the Director a draft statement setting out the minimum service levels for customers (including Other Licensed Operators) in respect of each category of Licensed Services it offers within the Relevant Market, any exceptions to these and the compensation or refunds it will offer to customers or prospective customers in case service levels are not met. The Director may publish and initiate a consultative process on the draft statement and, after considering the responses received and consulting the Licensee, issue directions to the Licensee specifying any modifications or additions that she considers should be made to the draft statement. The Licensee shall then publish the statement in the agreed amended form, in accordance with any directions as to publication made by the Director and shall forthwith implement the same. The Director may from time to time issue further directions requiring modifications or additions to the statement and as to its republication and implementation.
- 18.3 The Director may, on her own initiative or at the request of a body of the kind referred to in Condition 22, and acting in an objective and proportionate manner and in order to protect the rights of the Licensee’s customers, direct that the Licensee alter its standard form contracts and/or compensation or refund schemes offered to customers or prospective customers.”

2.3 Inputs to the Consultation

Prior to this consultation the ODTR solicited the views of all existing General and Basic License holders as to the level of service they expected to receive from SMP operators. The SMP operator, Telecom Éireann, was invited to provide its views on the issue of SLAs between operators as well as provide proposals on the content and terms of such SLAs.

In addition, the ODTR has consulted with National Regulatory Authorities in other European Union Member States to ascertain the “best practice” in this area.

The results of these two exercises have been reviewed in light of the ODTR’s own proposals and the requirements of the relevant legislation, leading to the proposals described in this consultation paper.

2.4 Scope of this Consultation

After considering the various inputs described in Section 2.3, the scope of this consultation was determined to be:

- the principles for the deciding which aspects of the relationship between OLOs and the SMP operator should be covered by SLAs
- the principles by which such SLAs should be constructed
- the minimum set of SLA information provided in the service schedule for Licensed Services provided by the SMP operator to OLOs (“Carrier Services”)
- proposals for preliminary SLA terms from Telecom Éireann to OLOs covering the currently available carrier services, excluding interconnect
- proposals for the improvement of such terms, resulting from the impact of competitive forces on Telecom Éireann
- a mechanism for determining “fair and equitable” SLA terms for future carrier services provided by SMP operators.

2.5 Related Consultations

This consultation paper is one of a series of linked papers that the ODTR is issuing during the early part of 1999. The issues raised in these papers are closely related and the outcome of each consultation will impact on others. The ODTR believes that the modular approach to these consultations provides the most flexible and fastest method of progressing key issues in the market.

Interested parties are referred to the following consultation documents in particular:

Telecom Éireann’s Reference Interconnect Offer: Consultation paper 99/16 issued on 22nd March 1999; Responses due by 23rd April (extended on request from 16th April); Report in May 1999.

This paper solicits the views of interested parties on Telecom Éireann’s Reference Interconnect Offer (“RIO”). The paper focuses on the outstanding issues from the interim RIO published in 1998. The RIO will contain Service Level Agreements between TÉ and OLOs in relation to interconnect services and it is expected that the approach to SLAs offered for Interconnect and those offered for other carrier services (as proposed in this consultation paper) should be consistent.

Dispute Resolution: Consultation paper 99/13 issued on 18th March 1999; Responses due by 18th June (extended on request from 22nd April); Report in August 1999.

This paper proposes a dispute resolution procedure operated by the ODTR and sets out the linkages to the dispute resolution procedures and service level agreements of operators. The paper seeks views on the proposed process, the scope of its application and the timescales set out. Disputes may arise between TÉ and the OLOs regarding

carrier services. Consequently, the dispute resolution procedure proposed should be considered in light of its applicability to the processes highlighted in this document.

3. Principles

3.1 Determining the Scope of this Consultation

The Director is mindful that retail Service Level Agreements (i.e. those provided to end consumers) are a considerable commercial tool in a competitive market. They allow an operator to differentiate itself from competitors on the level of service quality it provides to its customers, as well as giving the customer a point of reference as to the level of service to be expected from the operator.

Consequently the Director is keen to ensure that competition between operators is facilitated through their ability to offer such retail SLAs, should they so choose. Under Condition 18.2 of the General Licence of the SMP operator, the Director has the right to review and, if she deems it appropriate, alter the terms of retail SLAs from the SMP operator. The Director retains such rights to ensure that the SMP operator provides an adequate level of service to OLOs and consumers alike.

The Director does not seek in this paper to set the terms and conditions of retail SLAs that might be offered by OLOs. The market will determine the competitiveness or otherwise of an OLOs offering, including any offered retail SLA.

In cases where an OLO is reliant on an SMP operator to provide a constituent part of its retail service, the Director recognises the OLO's dependency on the quality of the carrier service it receives from the SMP operator. Such dependency has the potential to remove an OLO's ability to offer a retail SLA to its customers, because of a non-existent or sub-standard SLA from the SMP operator. Such "back-to-back" SLAs are the subject of this consultation and are covered by the terms of Condition 18.2 of the General Licence of the SMP operator.

To ensure fair and equitable competition between operators, including the retail arm of the SMP operator, the Director considers the following should be clearly set out:

- which telecommunications services provided by the SMP operator should be considered "carrier services" and thus be subject to the outcome of this consultation
- the minimum contents of carrier service SLAs, so as to ensure sufficient competitive scope in the retail SLAs of OLOs
- the minimum standards for these SLAs, which will be determined by the level of service that the SMP operator provides within its own organisation. This will be achieved by:
 - comparison of the SMP operator's retail SLAs with those offered for carrier services
 - a review of retail SLAs in competitive markets to ensure sufficient scope to emulate and potentially exceed such SLAs is provided for in the carrier service SLA

- reference to existing European or other appropriate standards in the industry
- comparison with the identified “best practice” in other comparable European Union Member States
- reviewing the responses to this consultative document.

Q 3.1.1 Do you agree that it is appropriate to explicitly identify the category of services to be considered as carrier services? If not, what alternative approach would you suggest and why?

Q 3.1.2 Do you agree with the proposed methodology? If not, what modifications or additions would you make to the proposed methodology?

3.2 The Construction of an SLA

The SMP operator is required to publish the terms and conditions for each carrier service. This is referred to as a “service schedule”. The Director now proposes a set of core attributes which would form the **minimum** SLA for each carrier service. It is considered that the SMP operator should, subject to the principle of non-discrimination, be free to enhance this minimum offering, either as part of the standard service schedule, or through enhanced SLAs which can be purchased by OLOs at a premium. The service schedule should include the SLA attributes, the standards that will be achieved for these attributes and any applicable penalties.

In addition, a number of services to OLOs are set out in the RIO (see section 2.5), and in this case it is suggested that the SLA for those services should be included in the RIO.

It is suggested that the service schedule may refer to a basic set of SLA standards for these attributes which could be maintained as a separate published document by the SMP operator. Thus, repetition of information could be minimised and effective document management enabled. Where a particular carrier service has a ‘non-standard’ SLA then this could be specifically identified in the appropriate service schedule.

Q 3.2.1 Do you agree that a service schedule or the RIO would be the appropriate document to contain the SLA information for a particular carrier service? If not please state why, propose any alternatives and give reasons for your answer.

Q 3.2.2 Do you agree with the separate publication of a basic set for SLA standards by the SMP operator? If not please state why. Please set out any alternative proposals and give your reasons for your preference.

*Q 3.2.3 Do you think it is appropriate that only the **minimum** SLA standards for the SMP operator should be set? If not please state why. Please propose any alternative approaches and give reasons for your preference.*

3.3 Developments in Service

One of the aims of the liberalisation of the telecommunications market is to improve the level of service provided to customers through the introduction of competitive forces. As has been stated, the use of retail SLAs is one tool which can be used by operators to differentiate themselves. Consequently it could be expected that, over time, operators will seek to improve the SLAs offered to customers.

The Director considers that:

- the lack of corresponding improvement in carrier service SLAs could inhibit the development of retail SLAs, although all OLOs will be similarly and equally constrained
- the SMP operator may wish to improve its own retail SLAs and that consequently any related carrier service SLAs should show a corresponding improvement, such that the SMP operator is not placed at any competitive advantage by virtue of SMP.

Consequently, in order to encourage the development of competition on service quality to the ultimate benefit of the end user, the Director proposes to closely monitor the SMP operator's performance in both retail and carrier services to ensure that standards are improved in the near-term. This is discussed further in Section 6 of this document.

All Licensed Operators are required to lodge changes to the terms and conditions for all Licensed Services, both retail and carrier services, with the Director¹. In addition, SMP operators are required to lodge any changes to prices or terms and conditions for all Licensed Services, both retail and carrier services, with the Director at least 21 days prior to their coming into effect.² Consequently, the Director will have the opportunity to determine whether any changes to retail SLAs are adequately reflected in any corresponding change to appropriate carrier services.

Q.3.3.1 Do you agree with the approach outlined above? If not, please give your reasons and any suggested alternatives.

¹ Section 6.1 of the General Licence and Section 5.1 of the Basic Licence.

² Section 13.2 of the General Licence, conditions applicable to SMP operators.

4. SLA Information in Carrier Service Schedules

4.1 Introduction

The ODTR has examined the initial submissions of the various Licensees and reviewed the “best practice” in the industry. As a result of this and its own research in this area, the ODTR considers that the following processes should be covered, where appropriate, in an SLA for each carrier service:

- service provisioning : the provision of carrier services as a result of a request from an OLO
- in-service performance : the performance of the service whilst in operation
- fault management : the SMP operator’s performance in managing its maintenance process
- billing and payment.

In addition, each carrier service schedule should include reference to the technical specifications of that service, where appropriate and any European or other standards to which that service adheres.

Q 4.1.1 Do you consider that the proposed processes adequately cover the minimum set of requirements for carrier service SLAs? If not why? Which additional processes would you wish to see examined by the Director? Are these processes generic to all services, or specific to a particular carrier service? Please support your answers where possible with examples of impacts on your business or your own customer service levels.

The carrier service schedule (in the case of interconnect services, the RIO) should state the relevant escalation procedure for each SLA measure. It is suggested that the relevant escalation procedures should be held elsewhere in a separate document to aid document management and reduce unnecessary repetition. Escalation is dealt with as a separate subject in Section 4.4.

Q 4.1.2 Do you agree with the separate publication of escalation procedures by the SMP operator? If not, please give your reasons and suggest any alternatives.

4.2 What are Carrier Services?

It could be argued that all retail services of the SMP operator are potential carrier services, by virtue of any OLOs right to purchase such services from the SMP operator. However, this would mean that all the SLAs of all retail services from the SMP operator would have to be set out explicitly. As described earlier, it is considered that this may not be beneficial to the competitive market place and competitive forces are more likely to lead to the best results in terms of service levels to consumers..

It is suggested instead that a minimum set of retail services should be classed as carrier services, when they are purchased by OLOs from the SMP operator. In principle carrier services should:

- be used by OLOs as a constituent element of the OLO's retail service
- facilitate the addition of value by the OLO to transform the carrier service into a retail service.

Table 1 lists the services which are considered in this paper and on which comments are requested. Table 2 lists the services and traffic types that are included in the RIO and which should therefore be covered by an SLA in the context of the RIO.

Table 1 : Proposed Carrier Services

| Service | Description |
|---|---|
| <i>Not included in Reference Interconnect Offer</i> | |
| Business Exchange Lines | Analogue, ISDN BRA and ISDN PRA |
| Non-Geographic Number Services | Toll free, toll shared, premium rate |
| Analogue Leased Lines (national) | |
| Digital Leased Lines (national & international) | All data rates of digital leased line services. |

Table 2 : Reference Interconnect Offer Services

| Service | Description |
|--|--|
| <i>Interconnect Services in the Reference Interconnect Offer</i> | |
| Customer Sited Interconnect | |
| In Span Interconnect | |
| Carrier Access Codes | |
| Carrier Pre-selection | |
| <i>Traffic types included in Reference Interconnect Offer</i> | |
| International Access | 00 + country code (note 1), (note 4) 00 800 + 8 digits (note 6) |
| Northern Ireland Access | 080 (Note 5) |
| National Termination | 01 – 09 |
| National Transit | 086, 087, 088 |
| Freefone | |
| normal traffic | 180x all except level 8 |
| burst traffic | 1800 8 |
| LoCall | |
| normal traffic | 189x all except level 8 |
| burst traffic | 1890 8 |
| CallSave | |
| normal traffic | 185x all except level 8 |
| burst traffic | 1850 8 |
| Premium Rate Services | |
| normal traffic | 15xx all except level 8 |

| | |
|--|--------------------------|
| burst traffic | 15xx 8 |
| National Directory Inquiries | 1190 |
| National Operator Assistance | 10 |
| International Operator Assistance | 114 |
| Emergency Services | 999, 112 |
| Personal Numbering | 0818 |
| Universal Access No. | |
| Normal Traffic | 0700 all except level 71 |
| Burst Traffic | 0700 71 |
| Packet Access | 1510, 1801 |
| Paging Access | 082 |
| International Directory Inquiries | 1198, 1197 |
| Speaking clock | 1191 |
| BTE Customer Care Access | 1901 to 1905 |
| 3 rd Party Customer Care Access | 1907, 1909 |

Q 4.2.1 Is the set of proposed carrier services complete? If not, which services would you delete / supplement in Tables 1&2? And for what reasons?

4.3 Proposed Minimum SLA Content

This Sub-section proposes the **minimum** set of attributes which should be included in the SLA for each carrier service from the SMP operator. Such a minimum set of attributes should be used as the base line from which the SMP operator develops its carrier service schedules.

In addition to this minimum SLA, OLOs and the SMP operator are free, subject to the principle of non-discrimination, to negotiate bi-laterally acceptable SLAs should they so desire.

4.3.1 Service Provisioning

Acknowledgement of Order

TÉ shall state a maximum time to acknowledge an order from an OLO.

In addition:

- TÉ shall state acceptable methods of order delivery (e-mail, fax, letter)
- TÉ shall state acceptable methods of acknowledgement of order (as above).

Measurement: The time taken for the *acknowledgement of order* shall be determined by:

- A start time for the order – the *time of order*

The time that the order was received by TÉ, if there is an auditable timestamp available in the given delivery method, otherwise the end of the working day on which the order was received.

- The time at which the order was acknowledged – the *acknowledgement time*

An order shall be deemed as acknowledged when TÉ forwards the response to the OLO, again with an auditable timestamp.

Notification of Order Completion Date

TÉ shall state a maximum *time to provide the OLO with a completion date* when the Order will be “Ready for Service”, such that the order will have been accepted by the OLO in line with any pre-determined Acceptance Tests³.

Such completion times shall be within a *maximum order completion time* quoted for the particular carrier service unless:

- by prior mutual agreement between the parties
- as a result of circumstances beyond the ‘reasonable’⁴ control of TÉ.

Measurement: The *time to notification of order completion date* shall be taken from the *time of order* to the end of the working day on which the OLO is notified by auditable means.

Completion of Order

TÉ shall state a maximum *order completion time* for an order. An order is completed when it is accepted by an OLO as being “Ready for Service” under the terms of the contract between the parties.

Measurement: This *completion time* shall be taken from the *time of order* to the end of the working day on which the OLO accepts the Order as “Ready for Service”, unless:

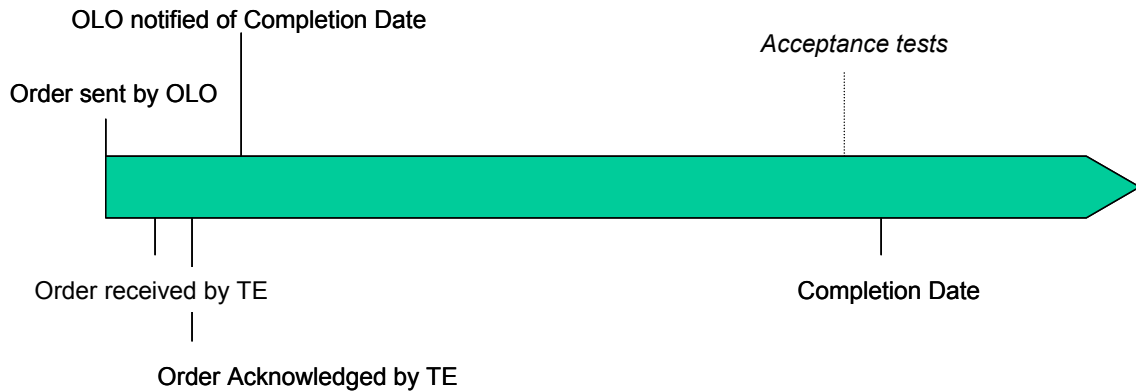
- the Order is deemed to be “Ready for Service” by TÉ and the OLO provides no reasonable grounds within the terms of the contract on which to refuse acceptance of the order, but by its own actions delays the completion of that order
- the OLO, by its own actions, unduly delays TÉ in its efforts to complete the order within the stated completion time, (e.g. by not arranging access to premises or not providing staff for acceptance tests), where TÉ has placed a requirement on the OLO for co-operation⁵, under the terms of the contract between the parties.

In these cases such an Order will be deemed to have been completed within the stated maximum *completion time*.

³ As defined by TÉ and (possibly) the customer in the Contract.

⁴ The term ‘reasonable’ shall be defined with sufficient clarity within TÉ’s Terms & Conditions for the service.

⁵ Having provided sufficient notice of these requirements, preferably at the time the OLO is notified of the completion date.

Figure 1 : Service Provisioning SLA Timeline

Q 4.3.1 Are these SLA attributes adequate for the Service Provisioning process? If you consider that they are not please state your reasons

Q 4.3.2 Are the attributes described with adequate clarity? If not what alternative wording or additional clauses would you suggest?

4.3.2 In-service Performance

Where appropriate, TÉ shall state *in-service performance* standards against which actual performance can be measured. Where such measures are possible, TÉ shall make a commitment to a *minimum level of in-service performance* for each carrier service offered.

4.3.3 Fault Management (OLO Reported Fault)

There are a number of possible attributes against which Fault Management performance can be measured. In addition, possible attributes for *in-service performance*, such as *availability*, will also reflect TÉ's ability to respond adequately to faults.

It is considered that *In-service Performance* is best used to represent the quality of service over a longer term. TÉ's performance for a specific *fault* should also be measured to ensure that service interruptions are not unduly protracted. For example, an availability of 99.95% may be achieved with one out-of-service period of 4 hours in a year, or 10 periods of 24 minutes. To this end TÉ shall have the possibility of presenting one of two possible SLA commitments for its performance in Fault Management:

- maximum response time
- maximum repair time

TÉ should provide OLOs with a fault reporting point which is available 24 hours a day 365 days per year.

Maximum Response Time

Definition

The SLA shall quote a *maximum response time* between:

- the OLO registering a fault with the appropriate TÉ reporting point
and
- TÉ starting any appropriate fault repair, including attendance at the customer premises, if required.

Usage

This measure shall be used where the carrier service has physical elements (e.g. local loop connections) which are not readily accessible by TÉ staff, either through remote terminals or at permanently manned locations. For faults on such a service, TÉ staff may be required to make a visit to a remote location or customer premises.

Measurement

In the contract between the parties, TÉ shall determine an appropriate fault reporting point for the OLO and an agreed method for reporting such a fault (fax, telephone call or e-mail). The start time for a fault report shall be taken from when TÉ registers a fault at the fault reporting point and provides the OLO with a reference.

A *response* is deemed to have taken place when an appropriate TÉ engineering resource attends the fault, either at the customer premises, or at a remote location. The timing for the attendance shall be taken from TÉ's own workforce management records.

Maximum Repair Time

Definition

The SLA shall quote a *maximum repair time* between:

- the OLO registering a fault with the appropriate TÉ reporting point
and
- the fault being resolved by TÉ to the customer's satisfaction, and the notification by TÉ to the OLO that the fault has been cleared by TÉ.

Usage

This measure shall be used where the carrier service has no physical elements (e.g. local loop connections) which are not readily accessible by TÉ staff, either through remote terminals or at permanently manned locations. For faults on such a service, TÉ should be able to complete any required fault management procedure without resorting to a site visit.

Measurement

In the contract between the parties, TÉ shall determine an appropriate fault reporting point for the OLO and an agreed method for reporting such a fault (fax, telephone call or e-mail). The start time for a fault report shall be taken from when TÉ registers a fault at the fault reporting point and provides the OLO with a reference.

The end time for the fault report is taken to be the earlier of:

- the time that an OLO informs TÉ that it accepts a fault as cleared (potentially in consultation with the end customer)

or

- the time that TÉ reports a fault as cleared to the OLO, plus 30 minutes (such that an OLO's own processes do not adversely affect TÉ's performance measurement).

Q 4.3.3 Do the proposed SLA attributes for In-Service Performance and Fault Management provide adequate rigor for the measurement of quality of service provided by the SMP operator? If not, please state your reasons?

Q 4.3.4 Is the accurate and balanced measurements of these attributes achievable? If not, please say why. Can you propose any alternatives?

From time-to-time TÉ may have to undertake some necessary *planned maintenance* on the network services purchased by an OLO. It is therefore proposed that the SLA shall state the terms and conditions for *planned maintenance*, including:

- notice period (this may be staggered depending on the length of the proposed outage)
- terms for provision of alternative service
- a commitment to provide the OLO with a binding *service resumption time*.

Should TÉ adhere to this protocol for *planned maintenance* then such an outage shall not be included in the calculations of appropriate SLA attributes, e.g. *availability*, except:

- when planned maintenance overruns its *service resumption time*. In these cases, any overrun would be factored into availability calculations. In addition, a fault condition shall be raised by TÉ. This fault condition shall then also fall under the SLA for Fault Management.

Q 4.3.5 Do you feel that the proposals for "planned maintenance" provide sufficient protection for OLOs, whilst allowing Telecom Eireann the required flexibility in its operations? If not, why? Please suggest any alternatives and give reasons for your answer.

Billing and Payment

At the end of a billing period TĒ shall submit an invoice to the OLO for the carrier service(s) purchased. All charges payable shall be calculated in accordance with the pricing schedule which forms part of the contract between the parties.

TĒ shall provide sufficient information in the invoice to allow the OLO to accurately and efficiently process such invoices.

The OLO shall pay any undisputed invoice by the due date. TĒ shall include, within its dispute procedures, a process for resolving disputed invoices.

Q 4.3.6 Do the identified attributes of the generic carrier services SLA provide an appropriate balance between accountability and practicality? If not, why and which alternative attributes are suitable? Please support your answer with examples of the impact of these or any alternative proposals on your business or your retail service levels.

4.4 Escalation

4.4.1 Principles

The Director proposes that the escalation of disputes between the SMP operator and an OLO, with regard to the compliance of the SMP operator to an SLA commitment, shall initially be dealt with between the operators using a published escalation procedure. The terms of the procedure to be used in relation to each SLA commitment shall be included in the service schedule. As stated in Section 4.1, it may be more practical to refer to a separate escalation procedures document.

The escalation procedures proposed by the SMP operator should take account of the following:

- the individuals (or positions) to be involved at each level of escalation should be documented at signature of contract between the parties
- a timetable for the escalation shall be determined, this timetable should be drawn up in reference to:
 - the overall timescales of the item in dispute (e.g. the first escalation point for an unacceptable “Ready for Service” date should not be so long as to adversely affect the ability of the SMP operator to achieve the proposed date should the dispute subsequently be resolved)
 - the impact on consumers on any delay in reaching a resolution to any dispute
- individuals within each party with sufficient decision making powers are brought into the escalation procedure at the appropriate point.

In cases where the dispute is related to the timeliness of the SMP operator, the SMP operator shall proceed in accordance with its proposed timescales until the dispute is

resolved, rather than suspend all action pending a decision on the resolution of the dispute.

Where disputes involve items which will invoke a penalty on an operator, the escalation can include an increase in such penalties in line with the level which the escalation reaches.

Escalation procedures shall form part of the Terms and Conditions for any service. OLOs are required⁶ to lodge such Terms and Conditions with the Director. In addition, those of the SMP operator shall be reviewed and agreed by the Director⁷. The Director reserves the right to solicit the views of the industry as to the appropriateness of a specific escalation procedure to the offered SLAs.

Should a dispute not be resolved between the parties then the dispute resolution procedures of the ODTR will be available at the request of either party. These procedures are the subject of Consultation Paper ODTR 99/13 and the applicability, or otherwise, of these procedures to dealing with SLA compliance disputes should be addressed through that consultative process.

Q 4.4.1 Do you agree that the principles outlined will cover all the required escalations? If not why? Please provide any other suggestions giving reasons for your answer.

4.4.2 Guidelines

The Director proposes the following guidelines for the time tollgates which should trigger escalation to a new level within the management hierarchy of TĒ. The times set out below are in line with equivalent procedures in Telecom Éireann's draft O&M manual.

Table 3 : Guidelines for Escalation

| SLA Attribute | Initial Standard | Escalation | | |
|--|------------------|-----------------------|-----------------------|-----------------------|
| | | 1 st Level | 2 nd Level | 3 rd Level |
| Acknowledgement of order | A days | 2A | 4A | 6A |
| Notification of Order Completion date | B days | 2B | 4B | 6B |
| Order completion | C days | 1.1C | 1.2C | 1.4C |
| Maximum response / repair time | | | | |
| <i>customer service affecting</i> ⁸ | X hours | 1.5X | 2.5X | 3.5X |
| <i>non-customer service affecting</i> | Y hours | 2Y | 3Y | 4Y |

⁶ Condition 6.1 of the General Licence and Condition 5.1 of the Basic Licence.

⁷ Condition 18 of the General Licence for operators deemed to have SMP.

⁸ A fault which is directly affecting the service provided to an end consumer.

Times are expressed as a function of the initial standard set for that particular SLA attribute. So, for example if A = 1 day then the escalation tollgates will be at 2, 4 and 6 days respectively. Suggested levels of escalation are:

- 1st level appropriate technical or operational resource which is in a supervisory role for the attribute concerned (e.g. customer care supervisor)
- 2nd level management resource with line management responsibility for the attribute
- 3rd level senior management, perhaps the process owner.

Q 4.4.2 Do you think that the guidelines proposed are adequate, in light of the stated principles? If not, please state your reasons and any alternatives. If proposals have an impact on your own escalation procedures or SLAs please provide examples.

4.5 Penalties

The inclusion of penalty clauses within SLAs can have beneficial or detrimental affects. Benefits include:

- the SMP operator is presented with demonstrable financial benefit from adhering to its SLAs
- OLOs can derive confidence that SLAs are not just “empty promises”, but are to be taken seriously by the SMP operator
- OLOs are compensated, to some degree, for any shortfall in service from the SMP operator.

Potential drawbacks of financial penalties include:

- an inability of such penalties to recover consequential damages caused by underperformance by the SMP operator
- if penalties are set too low, the fact that the SMP operator may view them as an insignificant price to pay for inconvenience caused to what is, after all, a commercial rival
- if penalties are set high, the risk is that they could distort the service ordering pattern, potentially causing an adverse impact on price to the detriment of all OLOs and ultimately end users
- the potential for the SMP operator’s focus to be taken away from delivering a good quality of service and towards contesting SLA penalties.

With these issues in mind, it is proposed that penalties for non-performance against a carrier service SLA should balance the need to ensure that SLAs have a “meaning” in terms of incentives to achieve them, and that such incentives are appropriate and will not detract from the delivery of service as a whole.

The following table shows which areas of the minimum SLA content defined in Section 4.3 the Director considers should be subject to penalties. Guidelines for such penalties are also suggested.

Table 4 : Penalties to be applied to SLAs

| SLA Attribute | Penalty Applicable? | Guidelines |
|---|---------------------|--|
| Acknowledgement of order | No | |
| Notification of Order Completion date | No | |
| Order completion | Yes | A value proportionate to the lateness in completing the order, when compared with the promised date of order. Proposal : a percentage of the installation charge. |
| Minimum level of in-service performance | Yes | A value proportionate to the amount by which the stated performance level was underachieved. Proposal : refund of rental. |
| Maximum response time | Yes | A value proportionate to the amount of time by which the response time is missed. Proposal : refund of rental. |
| Maximum repair time | Yes | A value proportionate to the amount of time by which the repair time is missed. Proposal : refund of rental. |

Q 4.5.1 What other issues, if any, should be taken into account when determining whether the inclusion of penalty clauses for a particular SLA attribute is desirable? Please give reasons for your answer.

Q 4.5.2 Are the SLA attributes set out in Table 4 those where it is appropriate that penalties should apply? If not, please provide any additions/deletions and give reasons for your suggestions

Q 4.5.3 Do the guidelines proposed for the level of any penalties ensure that the correct balance is struck, in light of the issues set out in this paper? If not, what alternatives can you propose and why?

Q 4.5.4 In light of these proposals, or those which you have provided in response, please propose the level of penalties that you feel are 'proportionate' for each attribute and give reasons for your answer.

Where penalties are determined to be payable by the SMP operator, provision shall be made within the billing arrangements between the two parties, and consequently the terms and conditions of the service, for such payments to be made.

5. Preliminary SLA Terms for Telecom Éireann Carrier Services

5.1 Introduction

Prior to the issuing of this consultation paper, Telecom Éireann was requested to provide the following information to the ODTR:

- the SLAs proposed for Interconnection, to be agreed as part of the RIO consultations and contained in the draft Operations and Maintenance (O&M) manual from TÉ
- details of retail SLAs, which TÉ proposes shall be equally applicable to OLOs.

The ODTR also received the views of OLOs and reviewed best practice in SLAs internationally, based on publicly available information (see Appendix 3 for benchmarking information).

This information was reviewed with a view to suggesting challenging but realistic targets for SLAs having regard to the issues set out in this paper. Generally, where a task is of an administrative nature e.g. acknowledgement of orders, the target set are those that could be expected from any efficient customer focussed organisation. Operational targets, e.g. those for order completion were considered in the light of TE's retail SLA and international best practice. The ODTR had regard to the importance of the service to the OLO's retail offering – e.g. where the service is essential for the OLO to offer a retail service, simply matching the retail SLA may not be sufficient. Where TE's own targets were not in line with best practice, the more challenging target has been included. Where these measures do not apply, a brief explanation of the target is given in the tables below.

The service levels set out in this Section are now suggested as the **minimum** standard acceptable from an SMP operator. These represent those which shall be offered as standard with the specified carrier service. The SMP operator is encouraged to offer enhanced levels of service to OLOs and retail customers for the payment of an appropriate service fee.

Q 5.1.1 Are the SLAs proposed in this Section set at acceptable levels? and what alternatives can you propose? Please state your reasons and any impact that these proposals will have on the retail offerings of your company.

5.2 Business Exchange Lines

PSTN and ISDN exchange lines may be required by many OLOs but may be critical to the operations of value added service providers.

Table 5 : SLA Attributes for Business Exchange Lines

| SLA Attribute | Target | Comment |
|---|--|--|
| Acknowledgement of order | Within 1 working day | |
| Notification of Order Completion date | Within 1 working day | |
| Order completion | Within 10 working days for analogue exchange lines Within 4 weeks for ISDN BRA Within 6 weeks for ISDN PRA | Comparable to TE retail SLA. Comparable to quoted typical retail delivery time. |
| Minimum level of in-service performance | Availability of 99.5% over 12 months i.e. maximum out-of-service time is 43.8 hours per year. | Equivalent to two out-of-service periods per year. |
| Maximum response time | 4 working hours | European "best practice" |
| Maximum repair time | 1 working day | European "best practice" |

5.3 Non-Geographic Number Services

Non-Geographic Number Services (toll free, toll shared and premium rate services) may be required by many OLOs but may be critical to the operations of value added service providers. The amount of work required to implement these services should be very small where an IN Solution is used, as physical intervention is kept to a minimum.

Table 6 : SLA Attributes for Non-Geographic Number Services

| SLA Attribute | Target | Comment |
|--|---|---|
| Acknowledgement of order | Within 1 working day | |
| Notification of Order Completion date | Within 1 working day | |
| <i>Where an NGNS number is associated with existing BEL</i> | | |
| Order completion | Within 3 working days | Shorter than the current SLA: Rationale is that the physical effort required is minimal |
| <i>Attributable to the NGNS service and not any associated BEL from T  or other supplier</i> | | |
| Minimum level of in-service performance | Availability of 99.9% over 12 months i.e. maximum out-of-service time is 8.76 hours per year. | Equivalent to two out-of-service periods per year. |
| Maximum repair time | 4 working hours | European “best practice” |

5.4 Analogue Leased Lines

Table 7 : SLA Attributes for National Analogue Leased Lines

| SLA Attribute | Target | Comment |
|---|---|--|
| Acknowledgement of order | Within 1 working day | |
| Notification of Order Completion date | Within 7 working days | Additional time is added to allow for any required survey work of the local exchange or customer premises. |
| Order completion | Within 8 elapsed weeks of the order | Delivery times for analogue lines should be faster than digital because of the installed capacity in local networks. |
| Minimum level of in-service performance | Availability of 99.5% over 12 months i.e. maximum out-of-service time is 43.8 hours per year. | Availability target is not as stringent as other services to reflect the reliance on ageing assets. |
| Maximum response time | 4 working hours | Equal to retail SLA from TE. |

5.5 Digital Leased Lines

Table 8 : SLA Attributes for National Digital Leased Lines

| SLA Attribute | Target | Comment |
|---|--|---|
| Acknowledgement of order | Within 1 working day | |
| Notification of Order Completion date | Within 7 working days | Additional time is added to allow for any required survey work of the local exchange or customer premises. |
| Order completion | Option 1: Within 10 elapsed weeks of the order where both ends have existing facilities in place; within 12 weeks of order where one or both ends do not have existing facilities. Option 2: Within 6 elapsed weeks of the order, subject to survey | Target based on the delivery time for interconnect, of which an important part is the delivery of leased lines. European “best practice” Comments are particularly requested on this target |
| Minimum level of in-service performance | Availability of 99.9% over 12 months i.e. maximum out-of-service time is 8.76 hours per year. | Comparable with availability targets set for Interconnect Leased Lines in other European countries. |
| Maximum response time | 4 working hours | Comparable with TE retail SLA |

Table 9 : SLA Attributes for International Digital Leased Lines

| SLA Attribute | Target | Derivation |
|---|---|--|
| Acknowledgement of order | Within 1 working day | |
| Notification of Order Completion date | Within 7 working days | See Table 7. |
| Order completion | Within 16 elapsed weeks of the order | Target reduced from National Leased Lines to take account of the dependence on overseas third parties. |
| Minimum level of in-service performance | Availability of 99.5% over 12 months i.e. maximum out-of-service time is 43.8 hours per year. | Target reduced from National Leased Lines to take account of the dependence on overseas third parties. |
| Maximum response time | 4 working hours, where a fault is identified within TE’s domain. | Comparable with TE retail SLA |

5.6 Interconnect

The SLA for services provided as part of the RIO will be reviewed as part of that consultation.

5.7 Traffic Types Supported by Interconnect

The SLA for traffic types carried by interconnect connections provided under the RIO will be reviewed as part of that consultation.

6. Continuous Improvement of SLA Terms Over Time

A forthcoming Consultative Paper “Measuring Licensed Operator Performance” will discuss, amongst other things, metrics the ODTR wishes to monitor to ensure adequate performance of SMP operator in delivering carrier services to OLOs.

The Director intends to annually review these metrics and may require improvements in the offered SLA commitments based on:

- the true performance of the SMP operator as measured in the metrics
- the prevailing “best practice” in comparable European Union Member States.

Q 6.1.1 Do you think than an annual review of SLA terms is appropriate? If not, please state your reasons and what alternative would you propose?

7. Determining SLA Terms for Future Carrier Services

As liberalisation of the telecommunications market continues and technology develops, new carrier services will be offered or required from SMP operators. For example, unbundled local loop and number portability.

The Director reserves the right to carry out a consultation on any new carrier service from SMP operators, or variation of the terms and condition of an existing product, if appropriate.

The Director considers that all new carrier services from SMP operators should include a proposed SLA, which is in-line with those determined by the Director as a result of this consultation process.

8. Submitting Comments

The consultation period will run from 27 April 1999 to 11 June 1999 during which the Director welcomes written comments on any of the issues raised in this paper. Having analysed and considered the comments received, the ODTR will review its proposals for “Service Levels Provided to Other Licensed Operators by Licensees with Significant Market Power” and will publish a report on the consultation in July 1999. In order to promote further openness and transparency the ODTR may summarise the responses received as part of its report on this consultation.

All comments are welcome, but it would make the task of analysing responses easier if comments reference the relevant question numbers from this document. In the interests of promoting openness and transparency, the ODTR will make available responses to this consultation paper for inspection on request, excluding information that the Director considers to be of a commercially sensitive nature. Where confidential material is included in responses it should be clearly marked as such and included in an Annex to the response.

All communications pursuant to this consultation should be clearly marked “Reference: Submission re ODTR 99/27” and sent by post, facsimile or e-mail to:

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to arrive on or before 5.00 p.m. on Friday 11 June 1999.

This document does not constitute legal, commercial or technical advice. The Director is not bound by it. The Director reserves the right to change any of the information, views or opinions contained in this document. The consultation is without prejudice to the legal position of the Director or her rights and duties under legislation

APPENDIX 1: Definition of Terms

The following terms are used consistently within this document and have a specific meaning:

- “Licensed Operator”** A company providing telecommunications services in Ireland which is licensed to do so, under the terms of either a Basic or General Telecommunications Licence issued by the Director.
- “SMP Operator”** A Licensed Operator which is deemed to have Significant Market Power.
- “Other Licensed Operator”** Licensed Operators other than the SMP operator.
- “Retail Services”** Services which are supplied to consumers (both residential and business customers).
- “Carrier Services”** Services which are supplied by the SMP operator to OLOs.
- “Service Schedule”** The product description of a service provided by the Licensed Operator.
- “Service Level Agreement” (“SLA”)** The contractually binding statement of performance which is included as part of the service schedule.
- “Attribute” of a Service Level Agreement** The specific metric that will be measured and used to determine adherence to an SLA.
- “Standards” for SLA Attributes** The performance level that will be achieved for the attribute as part of the SLA.

APPENDIX 2: Acronyms used in Consultation Paper

| | |
|------|---|
| BEL | Business Exchange Line |
| BRA | Basic Rate Access (ISDN) |
| EU | European Union |
| ISDN | Integrated Services Digital Network |
| O&M | Operations & Maintenance |
| ODTR | Office of the Director of Telecommunications Regulation |
| OLO | Other licensed operators |
| ONP | Open network provision |
| PoI | Point of Interconnect |
| PoP | Point of Presence |
| PRA | Primary Rate Access (ISDN) |
| PSTN | Public switched telecommunications network |
| RIO | Reference interconnect offer |
| SMP | Significant market power |
| TÉ | Telecom Éireann |

APPENDIX 3: Benchmarking Information

The information in these tables has been compiled for the ODTR using publicly available sources.

Table 10: Comparative information on standards in SLAs

| Attribute | Minimum Standard in Consultation Document | Telecom Éireann Retail SLA | Benchmarks |
|-----------------------------------|--|-------------------------------|---|
| <i>Analogue BELs</i> ⁹ | | | |
| Maximum installation time | 10 working days | 10 working days ¹⁰ | |
| Fault repair / response time | 4 working hours response 1 working day repair | 2 working days | BT – standard is to respond within 1 working day, rising to 4 hours with Total Care package ¹¹ |
| <i>ISDN (BRA)</i> | | | |
| Maximum installation time | 4 weeks | 4 - 8 weeks subject to survey | BT – subject to survey ¹¹ |
| Fault repair / response time | 4 working hours response 1 working day repair | 2 working days | BT – standard is to respond within 1 working day, rising to 4 hours with Total Care package ¹¹ |
| <i>ISDN (PRA)</i> | | | |
| Maximum installation time | 6 weeks | 4 - 8 weeks subject to survey | BT – subject to survey ¹¹ |
| Fault repair / response time | 4 working hours response 1 working day repair | 2 working days | BT – standard is to respond within 1 working day, rising to 4 hours with Total Care package ¹¹ |

⁹ Business Exchange Line

¹⁰ Draft 1999 customer charter

¹¹ Benchmarks taken from company's product literature

| <i>NGNS</i> | | | |
|------------------------------|-------------------|------------------------------|--|
| Maximum installation time | 3 working days | 5 working days ¹² | |
| Fault repair / response time | 4 hours to repair | N/A | NTL UK – between 2 and 12 hours depending on fee ¹¹ BT – faults will be cleared within 5 hours ¹¹ |
| <i>Analogue Leased Lines</i> | | | |
| Maximum installation time | 8 weeks | No SLA | |
| Fault repair / response time | 4 hours response | 4 hours response | BT – standard is to respond within 1 working day, rising to 4 hours with Total Care package ¹¹ |

¹² Time quoted by BTE Business Centre.

| <i>Digital Leased Lines (national)</i> | | | |
|--|------------------|------------------|---|
| Maximum installation time | 10-12 weeks | No SLA | BT - Typically 6 weeks subject to survey ¹³ |
| Fault repair / response time | 4 hours response | 4 hours response | BT – standard is to respond within 1 working day, rising to 4 hours with Total Care package ¹¹ FT – 4 hours response within working hours, repair time between 4-6 hours depending on location, options for 4 hour fix with 24/7 coverage ¹¹ |
| Availability | 99.9% | | FT – 99.33% ¹⁴ TA – 98% ⁶ |

In the SLA for International Digital Leased Lines, the targets have been increased to take account of TÉ's dependency on foreign third party operators to complete the service.

BT – British Telecom

FT – France Telecom

TA – Telecom Austria

NTL – National Transcommunications Ltd

¹³ Quote from BT Business Connections

¹⁴ Web Site

Table 11: Comparative information on standards in Reference Interconnect Offer

This information has been researched, as it gives a good indication of the provisioning time for leased lines, even when the incumbent does not currently publish such targets, which is the case for most European countries.

| Attribute | Country | Benchmark (EU Interconnect Atlas (DGXIII/A) hosted by www.analysys.co.uk) |
|--|----------------|---|
| Maximum installation time | | |
| <i>new link to a site with existing facilities</i> | France | 4 months |
| | Netherlands | 1 month |
| | Sweden | 3 months |
| | UK | 65 working days (3 months) |
| | Ireland | 10 weeks to ready for test plus 2 weeks for test = 12 weeks (3 months) |
| <i>new link to new site</i> | France | 7 months |
| | Netherlands | 6 months |
| | Sweden | 4 months |
| | UK | 6 months |
| | Ireland | 16 weeks to ready for test plus 2 weeks for test = 18 weeks (4.5 months) |
| <i>unspecified type</i> | Belgium | 6 months |
| | Austria | 3 months if planned, 6 months otherwise |
| | Denmark | 60 days if planned, otherwise 90% within 60 days |
| | Luxembourg | 4 months |
| | | |
| Unsuccessful call ratio | France | 0.7% per year |
| | Belgium | 1.5% per year |
| | Finland | 2.5% per year |
| | Spain | 1% for local calls, 2.5% for regional calls, 4% for national calls |

| | | |
|--|-------------|--|
| Availability (of a link) | Austria | 97% over 1 year |
| | Luxembourg | 98.5% over 1 year |
| | Netherlands | 99% over 1 year |
| | Spain | Between 99.77% and 99.917% depending on termination types |
| | Sweden | up to 99.95% |
| | UK | 99.95% |
| Network through-connection probability | Austria | 97.5% per 24 hour period |
| Fault Reporting | Austria | 24 hours a day, 7 days per week |
| | Denmark | 24 hours a day, 7 days per week |
| Fault Response Times | Austria | 2 hours in major cities, 4 hours elsewhere in Austria |
| | Denmark | within 1 hour |
| | Ireland | within 1 hour for customer service affecting faults, 1 day otherwise |
| Fault repair time | Netherlands | 99% of faults within 2 hours |
| Grade of Service | Belgium | <1% blocking in the busy hour |
| | Finland | <1% blocking in the busy hour |
| | Denmark | <1% blocking in the busy hour |
| | Luxembourg | <1% blocking in the busy hour |
| | Norway | <0.5% blocking in the busy hour |
| | UK | <2% at 10% overload |

In the current RIO, T   does not provide any SLA on in-service performance.

