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# Regulations

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## Consumer Protection Regulations

Version 1.3

Issued: 10 January 2017

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Telecommunications Regulatory Authority (TRA)  
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### 1 Introduction

- 1.1 Article (14)3 of Federal Law by Decree No. 3 of 2003 Regarding the Organization of the Telecommunications Sector, as amended (hereinafter “the Telecommunications Law”) grants the TRA the power to issue regulations, instructions, decisions and rules regulating the conditions, level and scope of services provided by the Licensees to subscribers...including the standards and quality of the provided services, terms of supply, the handling of subscriber complaints and disputes, provision of information to subscribers, usage of subscriber personal information and the provision of bills to subscribers.
- 1.2 These Regulations are issued pursuant to the provisions of the Telecommunications Law and the powers vested in the TRA.
- 1.3 These Regulations apply to all Licensees in the UAE. Licensees are required to obligate their agents and representatives to adhere to these Regulations.
- 1.4 These Regulations are in addition to and complement other applicable UAE laws and the TRA’s Regulatory Framework. Nothing in these Regulations shall be construed as waiving or modifying obligations to comply with any other applicable laws in the UAE.

### 2 Definitions

- 2.1 The terms, words, and phrases used in these Regulations shall have the same meaning as are ascribed to them in the Telecommunications Law unless these Regulations expressly provides for otherwise, or the context in which those terms, words and phrases are used in these Regulations requires otherwise. For the purposes of these Regulations, the following terms and words shall have the meanings ascribed to them below:
  - 2.1.1 “**Advertiser**” means: any Person, as defined in sub-article 17.1 and, to the extent applicable, sub-article 17.24 of these Regulations, that Advertises;
  - 2.1.2 “**Advertisement**” means: any direct or indirect advertising, marketing, promotional or branding activity or any other activity which has the same or similar effect and which is made to promote a product, service, or Person to Consumers, and “**Advertising**” and “**Advertises**” shall be construed accordingly;
  - 2.1.3 “**Advertising Means and Materials**” means: any material used for Advertising including, but not limited to, newspapers, magazines, brochures, leaflets, circulars, mailings, e-mails, text transmissions, fax transmissions, catalogues, follow-up literature, websites, social media platforms, and other electronic and printed material; posters and other

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promotional media in public places, including moving images; cinema and video commercials; advertisements in electronic media, including broadcast media; online advertisements in paid-for space, for example, banner and pop-up advertisements; and public statements by Licensees and their agents and representatives, including but not limited to, statements, whether or not made or placed for consideration, made in news articles, press releases, and electronic media, including the internet and broadcast media, and at public forums;

- 2.1.4 **“Comparative Advertising”** means: Advertising which in any way, either explicitly or by implication, identifies a competitor or a product or service offered by a competitor;
- 2.1.5 **“Consumer”** means: any person, whether a natural person or a legal entity but excluding a Licensee, which person consumes or may consume a Public Telecommunications Service provided by a Licensee;
- 2.1.6 **“Consumer Complaint”** means: any correspondence or communication registered by any reasonable means at any place authorised by the Licensee for such purposes, from a Subscriber expressing dissatisfaction or grievance with that Licensee’s provision of a Public Telecommunications Service to that Subscriber or from a Consumer expressing dissatisfaction or grievance on a matter within the direct scope of a Licensee’s business and on which matter the Consumer has some legitimate interest;
- 2.1.7 **“Consumer Dispute”** means: any correspondence or communication accepted by the TRA from a Consumer expressing dissatisfaction or grievance on the outcome of a Consumer Complaint or on matters within the direct scope of a Licensee’s business and on which matter the Consumer has some legitimate interest;
- 2.1.8 **“Partner”** means: any Person who has an arrangement with a Licensee whereby the fees for products, services, applications, games, ringtones and anything else supplied by that Person to a Subscriber are collected by the Licensee via the Subscribers account whether collected immediately by a deduction of credit or collected at some later stage by a post-paid invoice;
- 2.1.9 **“Person”** means: any natural or juridical person;
- 2.1.10 **“Premium Charge Number”** means: a fixed or mobile telephone number or short code for voice or text messaging for which the



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Consumer or Subscriber is charged at a higher than standard charge for a local voice call or a standard SMS;

- 2.1.11 **“Regulations or “these Regulations”** means: the Consumer Protection Regulations including any annexure thereto, as issued by the TRA and amended from time to time;
- 2.1.12 **“Subscriber”** means: a Person, but excluding a Licensee, which has a contract with a Licensee for the supply of Telecommunications Services by the Licensee to that Person;
- 2.1.13 **“Subscriber Information”** means: any personal data relating to a specific Subscriber and includes, but is not limited to, that Person’s: name, address, bank account details, credit card details, service usage details, call records, message records, any information derived from a Subscriber’s use of telecommunications services, account status, payment history, and credit rating;
- 2.1.14 **“Telecommunications Law”** means: Federal Law by Decree No. 3 of 2003 Regarding the Organisation of the Telecommunications Sector, as amended;
- 2.1.15 **“Temporary Instructions”** means: the instructions that the TRA may issue pursuant to sub-article 3.5 of these Regulations;
- 2.1.16 **“Third Party”** means: any Person who can reasonably be construed as being a distributor, dealer, agent, subcontractor, or representative of an Advertiser; and
- 2.1.17 **“TRA”** means: the Telecommunications Regulatory Authority, which pursuant to the provisions of Article 6 of the Telecommunications Law is the General Authority for Regulating the Telecommunications Sector”.

### 3 General Provisions

- 3.1 Licensees are encouraged to promote awareness and generally assist their Subscribers to get the best from the telecommunications services and products being used by the Subscriber.
- 3.2 Notwithstanding the generality of the provisions of sub-article 3.1, the TRA, acting on its reasonable discretion, may from time to time require Licensees to promote awareness in its Subscribers on certain matters as specified and justified by the TRA at that time.

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- 3.3 A finding of a breach of the provisions of these Regulations does not preclude the TRA from finding that the same act(s) or omission(s) also constitute a breach of another provision of the Telecommunications Law, of a Licence condition or other regulatory instrument issued by the TRA nor from taking enforcement action pursuant to that provision also.
- 3.4 The TRA, where it considers it reasonable and appropriate, may following Consultation, issue Guidelines concerning specific aspects of the application of individual articles or sub-articles of these Regulations.
- 3.5 The TRA, where it considers it reasonable, may during the investigation of a complaint for an alleged breach of Article 17 of these Regulations, issue Temporary Instructions to any Licensee concerning the activities under investigation. Such Temporary Instructions may include the obligation to desist temporarily in repeating the particular Advertisement, or to take, or refrain from taking, any steps that the TRA considers appropriate under the circumstances. In deciding whether to issue Temporary Instructions, the TRA shall have regard to the complexity of the case, the likely impact on Consumers, the telecommunications market and the strength of the available evidence. Consumer protection shall be given paramount consideration in such cases. Temporary Instructions shall apply for such period as the TRA may specify. Breach of the Temporary Instructions shall constitute a breach of these Regulations.

## **4 Provision of Information to Consumers (Pre-contract)**

- 4.1 A Licensee shall take all reasonable steps to provide full details of the terms and conditions of the service or product being offered by that Licensee to a Consumer in order that the Consumer may make an informed decision about the purchase of that service or product.
- 4.2 The Licensee shall ensure that the information referred to in sub-article 4.1 is:
- 4.2.1 accurate and complete;
  - 4.2.2 available in the Arabic language or the English language as the Consumer may so prefer; and
  - 4.2.3 provided before the Consumer enters into a contract with the Licensee.
- 4.3 Licensees shall, during the pre-contract stage and prior to providing any service, take all reasonable steps to appropriately inform the Consumer of the following as applicable:
- 4.3.1 details of any deposits or pre-payments if applicable;

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- 4.3.2 details including the amount of all prices and price elements that apply to the provision of the service and the frequency at which the subscriber is expected to make payments;
  - 4.3.3 details of any discounts and special offers that may apply to the provision of the service and the period or periods during which any such discounts apply, and if applicable the terms that will apply on expiry of any discounts and special offers;
  - 4.3.4 details of any exit charges, including payments to cover the cost of any equipment or device supplied by the Licensee, that may apply if the Consumer exits the contract prior to the expiration of the contract;
  - 4.3.5 details of any limitations or restrictions on the use of the service including in particular any limits on the volume of usage, any restrictions on the use of “over the top services or applications”, any fair use policies, and details of any fees that would become payable if any such limits are exceeded;
  - 4.3.6 the circumstances under which the prices may vary during the term of the contract;
  - 4.3.7 if possible, any rental charges which may still be applicable during any period of service outage for that specific service;
  - 4.3.8 any charges which may be applicable in case a prepaid account falls below a specified minimum balance level and is not recharged with sufficient funds;
  - 4.3.9 any refund of unused credit (remaining balance) or advance payments (i.e. security deposits) or other arrangements for which the Consumer is eligible in the event of non-renewal of prepaid account, cancellation of service, disconnection of service, subscription transfer or Licensee’s discontinuation of a service etc.;
  - 4.3.10 any compensation, refund or other arrangements which may apply if the Licensees’ commitments (e.g., quality of service) are not met;
  - 4.3.11 any other applicable conditions or restrictions; and
  - 4.3.12 Information as to whether after sales support is available, the circumstances in which it is available and the contact details for after-sales support and whether a charge is payable for after sales support.
- 4.4 Notwithstanding the other provisions of this Article 4, Licensees shall assist Consumers to understand the key points of the product or service being sold to the Consumer. In this regard, Licensees shall provide the Consumer with a



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simple overview of the product or service and such overview shall, as a minimum, provide the following information in a clear and simple manner:

- 4.4.1 The term (duration) of the contract;
- 4.4.2 The fees payable and the frequency of the payment;
- 4.4.3 An explanation of any discounts applied and the period for which such discounts apply;
- 4.4.4 Any bundled allowances; and
- 4.4.5 Early termination fees if applicable.

## 5 Provision of Subscriber Contracts

- 5.1 Licensees shall provide new Subscribers with a written contract, by which the contract shall clearly and unambiguously express the full terms and conditions including any restrictions, limitation, fair use policies etc, relating to the supply of the related service. The provisions of this sub-article 5.1 do not exclude the possibility of the Licensee incorporating published documents such as terms and conditions, fair use policies, scale of tariffs etc. into the Subscriber contract by reference, provided that any such incorporated document is published in a manner which makes the document readily available to the Subscriber at all reasonable times during the term of the Subscriber contract.
- 5.2 Subscriber contracts shall be written in the Arabic language or the English language at the choice of the Subscriber.
- 5.3 Subscriber contracts shall contain an introduction which clearly summarises the key terms and conditions as described in sub-article 4.4.
- 5.4 At a minimum, the contract shall include<sup>1</sup> terms that clearly state the following:
  - 5.4.1 the commencement date of the contract;
  - 5.4.2 the minimum term (duration) of the contract, if applicable;
  - 5.4.3 the terms and conditions relating to the delivery and/or activation of the service;

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<sup>1</sup> In this context "inclusion" does not exclude the possibility of inclusion by reference to some other document provided always that such referenced document is published and is freely available before contract signature and at all reasonable times during the term of the contract.



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- 5.4.4 the Subscriber's obligations under the contract and the consequences arising from a breach of those obligations by the Subscriber;
- 5.4.5 the terms and conditions concerning early termination by the Subscriber, including the amount of (or the method of calculating) any charges that would become payable by the Subscriber for early termination;
- 5.4.6 the terms and conditions concerning any limitations or restrictions on the use of the service including in particular any limits on the volume of usage, any restrictions on the use of "over the top services or applications", any fair use policies, and details of any fees that would become payable if any such limits are exceeded;
- 5.4.7 the conduct or events that may give rise to a right to terminate the contract before expiration of the minimum term if applicable, and which party has those early termination rights;
- 5.4.8 any requirement, including the form and timing, for the Subscriber to give notice to the Licensee if the Subscriber elects to terminate the contract;
- 5.4.9 the terms and conditions for disconnection of the service by the Licensee;
- 5.4.10 the terms and conditions relating to reconnection of a disconnected service including any associated fees that would become payable;
- 5.4.11 the terms and conditions associated with the renewal of the contract, if applicable;
- 5.4.12 the relevant billing timeframes and cycles and payment methods;
- 5.4.13 the terms and conditions relating to situations such as planned and unplanned outages;
- 5.4.14 the manner in which amendments to the terms and conditions of the contract may be made by the Licensee and the manner of notifying the Subscriber of such actions and the Subscribers rights in such circumstances;
- 5.4.15 the method or methods by which a Subscriber can obtain or access a copy of any amended or varied terms and conditions; and
- 5.4.16 the contact details for the Licensee's customer service centre.

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- 5.5 Licensees shall maintain a record of the Consumer's consent to the contract terms and in the event of a dispute regarding the existence of consent, it shall be for Licensees to demonstrate with evidence that consent was properly obtained. In the absence of such evidence, there shall be a rebuttable presumption that the Consumer did not provide such consent.
- 5.6 Licensees shall regularly review their contract terms of the services in order to ensure compliance with the TRA's Regulatory Framework and any other UAE laws and regulations.
- 5.7 A copy of the contract shall be provided to the Subscriber at the point of sale and a copy of the contract shall always be provided to the Subscriber on the Subscriber's request.
- 5.8 The TRA may, acting reasonably, require a Licensee to amend its Subscriber contracts to the extent that:
- 5.8.1 such contracts do not comply with the Regulatory Framework;
  - 5.8.2 the amendments required by the TRA are for the sole purpose of securing compliance with the Regulatory Framework; and
  - 5.8.3 to the extent that any amendments do not, in the reasonable opinion of the Licensee, render all or part of the contracts unenforceable within the context of the jurisdictional laws governing the contracts.
- 5.9 The TRA will objectively justify any such requirements expressed in sub-article 5.7 and its further sub-articles on a case-by-case basis if and when the need arises.

**6 Activating and Deactivating Telecommunications Services**

- 6.1 For a period of one year following the deactivation of a telephone number by a Licensee, that Licensee shall not under any circumstances reassign that telephone number to another Subscriber unless:
- 6.1.1 the Licensee has obtained the prior consent of the Subscriber to whom the telephone number was assigned immediately prior to it being deactivated; or
  - 6.1.2 the Licensee has obtained the prior written consent of the TRA.
- 6.2 In circumstances where, during a period of one year following the deactivation of a telephone number by a Licensee, the Consumer to whom the number was assigned immediately prior to deactivation, requests that Licensee to reactivate the number for that Consumer, the Licensee shall reactivate and reassign that

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number to that Consumer on the same (or equivalent) terms as were in operation immediately prior to the time at which the number was deactivated.

- 6.3 Licensees shall not register, charge or otherwise avail a service to a Subscriber that the Subscriber has not expressly ordered or opted to pay for. Subscribers shall not be deemed to have accepted an offer for service by simply by failing to opt out of the offer.
- 6.4 The provisions of sub-article 6.3 shall not apply in circumstances where an existing Service, that is to say a service that a Subscriber has expressly ordered, is extended or renewed on terms which are consistent with the terms of the contract for that existing service, or are unquestionably without prejudice to the Subscriber or are unquestionably to the advantage of the Subscriber. The TRA may publish and maintain up-to-date further Guidance Notes on this matter to provide advice and guidance on how these provisions are to be interpreted.
- 6.5 Licensees shall adopt procedures so as to provide Subscribers with confirmation of the activation, deactivation, or migration of services and/or features.
- 6.6 Licensees shall use reasonable efforts to offer Subscribers simple functionality to cancel or block any additional value added services which are provided by default to Subscribers, upon subscription to main services, and which are ancillary to those main services, and which generate usage charges when used. Licensees shall make information about this functionality available in an easily accessible manner and free of charge. Provided that such functionality is consistent with this sub-article 6.6, in some cases a Subscriber may be required to manually configure their equipment or service to cancel or block a value added service.
- 6.7 Except in cases of absolute service cancellation or in cases involving the return of equipment belonging to the Licensee, or in cases objectively justified otherwise, the Subscriber shall not be required to visit a Licensee's business centre in order to cancel/de-activate individual services or features. Licensees shall ensure that the methods of cancellation of a service are equally convenient and no more complex than the methods for ordering that service. For instance, if one can subscribe to any given service by SMS then it shall also be possible to use SMS for the purposes of cancelling that service.
- 6.8 'Exit interviews' may be conducted, provided that the Subscriber consents to the interview, and the interview takes place after service cancellation.
- 6.9 In circumstances where Licensees require Subscribers to lodge a deposit with the Licensee (e.g. security deposit for international roaming): the Licensee shall have a procedure for returning such deposits to Subscribers. The procedure

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for returning deposits shall not be restrictive, and shall be no more onerous on the Subscriber than the procedure used by the Licensee to collect such deposit.

- 6.10 Where services are subject to upgrade or migration options, Subscribers shall be provided with clear information regarding the upgrade or migration terms, including any changes in service performance and any change in the tariff for the service. Licensees may not upgrade or migrate a Subscriber without the expressed permission of the Subscriber unless such upgrade is unquestionably without prejudice to the Subscriber or is unquestionably to the advantage of the Subscriber.

## 7 Activating and Deactivating Partner Products and Services

- 7.1 Licensees shall obligate their Partners to comply with the following requirements for activating and deactivating Partner products and services:

- 7.1.1 The terms and conditions relating to the purchase of any product or service, game, ringtone, etc. supplied by a Partner to a Subscriber shall be communicated to the Subscriber in advance of any subscription being recorded for that Subscriber.
- 7.1.2 All communications from the Partner to the Subscriber (including the communication of the terms and conditions) shall be in the Arabic or English language as selected by the Subscriber.
- 7.1.3 It shall not be possible for a Subscriber to purchase any product, service, game, or ringtone, etc. supplied by a Partner by a single-click process.
- 7.1.4 Where Subscribers are offered on screen, yes/no option buttons as part of the subscription process, the 'no' option shall be set as the default answer to avoid accidental 'yes' answers.
- 7.1.5 Each time a Subscriber purchases some product, service, game, or ringtone, etc. supplied by a Partner a post subscription confirmation shall be sent to the Consumer in the appropriate language. The post subscription confirmation shall at a minimum confirm the price of the purchase, advise of any recurring charges, and shall inform the Subscriber of the opt-out (cancellation) procedure.
- 7.1.6 Partners shall provide a simple opt-out mechanism so that Subscribers can easily cancel any purchase and avoid further recurring charges for that purchase.

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- 7.2 In case of dispute, Licensees shall be able to demonstrate that the Consumer did in fact make a purchase from the Partner and that the subscription process complies with the provisions of Article 7.

**8 Service Consumption Monitoring By Subscribers and Price Transparency During Service Consumption**

- 8.1 Where-ever possible, Licensees shall make available a means by which Subscribers can, free of charge to the Subscriber, monitor service consumption at any given point in time and in the case of pre-paid service, a means by which Subscribers can, free of charge to the Subscriber, check the credit balance on the account.

- 8.2 In circumstances where a service plan includes an amount of “free” service units<sup>2</sup>, the Licensee shall where-ever possible, provide a means by which a Subscriber can, free of charge to the Subscriber, check current usage at any time and determine the amount of included service units not yet consumed.

- 8.3 With regard to the provisions of sub-articles 8.1 and 7.2, Licensees are encouraged to develop automated tools such as “smart phone apps” or other such tools or applications to provide transparent information to Consumers in a seamless, real time, cost-free, manner. The provisions of this sub-article 8.3 are not mandatory.

- 8.4 Upon request, Licensees shall provide Subscribers with timely, accurate and up-to-date information about the prices, conditions and options relevant to those Subscribers.

**9 Notification of Price Increases and Notification of Roaming Costs**

- 9.1 Licensees shall offer Subscribers the opportunity to terminate their contracts without penalty before an increase in price, or before any change in the terms and conditions that has the effect of a price increase, takes effect.

- 9.2 Subject to the provisions of sub-article 8.3, Licensees shall provide Consumers with notice at least twenty-eight (28) calendar days prior to implementing any price increase, or any change in the terms and conditions that has the effect of a price increase. Such notice shall be clear and unambiguous and at a minimum shall provide: details of the existing price; the increased price; the date from which the increased price is to become effective; and details of a

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<sup>2</sup>For example various service plans include a number of “free” minutes, and/or a number of “free” SMSs, and/or an allowance of “free” data usage, or any combination thereof.

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mechanism by which Subscribers may, pursuant to the provisions of sub-article 8.1 above, opt-out and terminate their contracts.

- 9.3 Licensees shall use all reasonable means to provide the notice referred to in sub-article 8.2 and in this context all reasonable means includes as a minimum: advertisements in at least three (3) Arabic language national newspapers; advertisements in at least two (2) English language national newspapers; a prominent notice on the Licensee's website; individual SMS messages to Subscribers (where appropriate); and individual email messages to Subscribers (where appropriate).
- 9.4 Subject to the provisions of sub-article 9.6, for mobile Subscribers on standard roaming tariffs, Licensees shall, where possible and practicable, provide a facility whereby the mobile Subscriber can be informed of the applicable retail roaming prices for originating a call and SMS to the UAE and for receiving a call and SMS from the UAE.
- 9.5 Subject to the provisions of sub-article 9.6, for mobile Subscribers on standard roaming tariffs, Licensees shall, where possible and practicable, provide a facility whereby the mobile Subscriber can be informed of the applicable retail roaming prices for data roaming fees.
- 9.6 The facilities referred to in sub-article 9.4 and sub-article 9.5 above, shall be provided to the roaming mobile subscriber upon their first connection to a visited network in a foreign country and shall be provided free of charge to the roaming mobile customer.

## 10 Subscriber Invoices and Receipts

- 10.1 Licensees shall take all reasonable measures to provide Subscribers who are subscribed to post-paid services with accurate and transparent invoices. The invoice shall: be provided free of charge; be in writing in the English or Arabic Language (as selected by the Subscriber); set out the details of the charges contained in the invoice; and be provided in paper or electronic form (as selected by the Subscriber).
- 10.2 Licensees shall take reasonable measures to create awareness of the Consumer's right to receive invoices in paper form.
- 10.3 Subscriber invoices shall be provided at such intervals as is specified in the terms and conditions relating to the supply of the particular service.
- 10.4 As a minimum, Subscriber invoices shall contain the following information:
- 10.4.1 The name and registered address of the Licensee issuing the invoice;



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- 10.4.2 The Subscriber's account number;
  - 10.4.3 The amount owing to the Licensee or, if applicable the amount owing to the Subscriber (credit balance);
  - 10.4.4 Itemised details showing how all charges and credits on the invoice have been calculated;
  - 10.4.5 The date by which payment is due to the Licensee;
  - 10.4.6 The method or methods by which payments can be made to the Licensee;
  - 10.4.7 Point of contact details for Subscribers wishing to make enquiries relating to the invoice and any charges therein.
- 10.5 A Licensee shall retain records of post-paid Subscriber's Invoices for a period of not less than two (2) years or for such longer period as may be mandated by any competent authority.
- 10.6 To the extent possible, Licensees shall automatically<sup>3</sup> provide Subscribers with a receipt for any payment submitted to the Licensee. Such receipts may be provided in appropriate electronic format to an address<sup>4</sup> specified by the Subscriber and held on file by the Licensee.

**11 Fair Use Policies**

- 11.1 Fair use policies (FUP) shall be designed to be fair and reasonable to both the Licensee and the Subscriber.
- 11.2 Licensees shall publish their fair use policies and take all reasonable steps to make them available to Consumers upon request. Prior to entering into a contract for a service which is subject to a fair use policy the Licensee shall inform the Consumer that the service is subject to a fair use policy and upon the Consumer's request take all reasonable steps to accurately explain the fair use policy.
- 11.3 For the FUP to be fair and reasonable it must affect only atypical Subscribers, that is to say excessively heavy users that form a small minority of the customer base for the particular service.

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<sup>3</sup> In this context "automatically" means that it shall not be necessary for the Consumer to take any specific action to request a receipt. The duty is on the Licensee to supply a receipt for payments made whether or not the Consumer requested the supply thereof.

<sup>4</sup>In this context "address" means an email address or telephone number for SMS messages.



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## 12 Disconnection Due to Non-Payments of Invoices

12.1 Where a Subscriber has not, within the time limits stipulated in the contract, paid the Licensee all or part of an invoice for services provided by a Licensee, any measures taken by that Licensee to effect payment or disconnection shall:

12.1.1 where-ever possible<sup>5</sup>, be preceded by an individual notice and appropriate warning to the Subscriber in advance of any resulting service interruption or disconnection and;

12.1.2 where-ever possible, confine any service interruption or disconnection to the services concerned as far as is technically feasible.

12.2 In the warning referred to in sub-article 12.1.1, Licensees shall specify the necessary Subscriber actions required to avoid non-payment disconnection and shall describe the resulting implications and consequences of not doing so.

12.3 Licensees shall attempt to limit service disconnection to the service(s) causing the disconnection. The Licensee shall not restrict the Subscriber's usage of basic, non-substitutable services unless that service is the cause of the disconnection. However, if the service is supplied as part of a bundled product, the Licensee may, at its discretion, disconnect the whole bundle. This article may be disregarded if an authorised official of a competent authority in the interest of public or national security requests the disconnection action.

12.4 Licensees shall provide Subscribers with continued accessibility to emergency numbers during the intermediate service interruption phases preceding the final service disconnection.

## 13 Privacy of Subscriber Information

13.1 Licensees shall take all reasonable and appropriate measures to prevent the unauthorised disclosure or the un-authorized use of Subscriber Information.

13.2 Without prejudice to the generality of the provisions of sub-article 13.1, a Licensee may disclose Subscriber Information if such disclosure is:

13.2.1 permitted by law;

13.2.2 expressly permitted by the Subscriber in question;

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<sup>5</sup> In the event of a Consumer Dispute arising out of these provisions for service disconnection, it shall be for the Licensee to demonstrate that it was not possible for the Licensee to provide the individual notice and warning.

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- 13.2.3 expressly permitted by any provision in these Regulations or any other aspect of the Regulatory Framework;
  - 13.2.4 made in the course of the Licensee making a credit check with a reputable credit reporting agency;
  - 13.2.5 made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity; or
  - 13.2.6 made in response to a lawful request from any competent authority in relation to matters involving the public interests and/or matters of state security;
  - 13.2.7 made to the TRA in accordance with these Regulations.
- 13.3 Licensees shall take all reasonable measures to protect the privacy of Subscriber Information that it maintains in its files, whether in electronic or paper form. Licensees shall use reliable security measures against risks such as loss or unauthorised access, destruction, leakage, inappropriate use, modification and/or unauthorised disclosure.
- 13.4 Licensees shall limit access to Subscriber Information to its trained and authorised personnel who will include the Licensee’s employees, directors, independent contractors and consultants, who are bound to protect the Licensees confidential information (which includes Subscriber Information) from un-authorised use and disclosure under the terms of a written agreement. Licensees shall ensure that personnel engaged in the handling of Subscriber Information are fully aware of, and adequately trained in the Licensee’s security and privacy protection practices.
- 13.5 Licensees must obtain a Subscriber’s prior consent<sup>6</sup> before sharing any Subscriber Information with its affiliates and/or other third parties not directly involved in the provision of the telecommunications services ordered by the Subscriber.
- 13.6 Licensees who have access to Subscriber Information as a result of interconnection with another Licensee are strictly prohibited from using that Subscriber Information for any purposes other than interconnection. In particular, that data may not be used for any marketing purposes or anti-competitive practices.

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<sup>6</sup> Which consent may be provided contractually at the point in time at which the Subscriber Contract is formed provided always that a mechanism exists whereby the Subscriber may withdraw that consent, “opt-out” at a later stage if the Subscriber so wishes.

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- 13.7 Licensees shall not require Subscribers to provide any personal information related to any other person<sup>7</sup> that is not essential and directly related to the provision of the service ordered, unless the Licensee is required to collect such information and data under the expressed instructions of a competent authority, in the interest of public or national security.
- 13.8 In circumstances where it is necessary to provide Subscriber Information to affiliates or other third parties who are directly involved in the supply of the telecommunications services ordered by Subscribers, the third-parties are required to take all reasonable and appropriate measures to protect the confidentiality and security of the Subscriber Information and to use it only as required for the purposes of providing the telecommunication service. Licensees shall ensure that the contract between them and any affiliate or other third party holds that third party responsible for the privacy and protection of the Subscriber Information.
- 13.9 In circumstances where a Subscriber requests the Licensee to disclose his or her own Subscriber Information to that Subscriber, the Licensee shall disclose it free of charge and without delay after an adequate verification process.
- 13.10 The TRA may request any Licensee to provide the TRA with any Subscriber Information that is essential to enable the TRA to fulfil its duties. Any such request shall be made in writing and the Licensee to which the request is addressed shall take all reasonable measures to supply the requested Subscriber Information as directed by the TRA.
- 13.11 The TRA may, upon serving reasonable notice to a Licensee, visit the premises of a Licensee or its affiliate(s) where Subscriber Information is stored by that Licensee or its affiliate(s) in order that the TRA can review the security measures taken by the Licensee or its affiliate(s) with respect to maintaining the security of that Subscriber Information. In the event that the TRA, acting reasonably, is not satisfied with the security arrangements at a particular premises, the TRA reserves the right to instruct the Licensee, or instruct the Licensee to instruct its affiliate(s), to strengthen the security arrangements at that particular premises or relocate the storage of Subscriber Information to a more secure premises as may be deemed appropriate, and justified, by the TRA.

## 14 On-line Directory Information and Directory Enquiries

### 14.1 General

- 14.1.1 Unless specifically stated otherwise, the provisions of this Article 14 regarding the mandatory publication of printed directory information

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<sup>7</sup> e.g.: the name and/or contact details of friends and family members.

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apply to the provision, by each Licensee, of consolidated directory information in an on-line format only. Subject to the provisions of Article 13, Licensees are not prevented, from printing other hardcopy or electronic (e.g. CD, DVD, or software application etc.) directories in whatever form they see fit.

- 14.1.2 Licensees assigning telephone numbers shall provide directory information. Such information shall be made available on-line (directory information service) and on a call-by-call enquiry basis (directory enquiry service). Access to on-line directory information services shall be provided free of charge. Licensees may levy charges for voice calls to directory enquiry services and Licensees shall publish the cost of such calls.
- 14.1.3 Licensees shall use all reasonable methods to ensure directory information is accurate and up-to-date.
- 14.1.4 The provisions of 14.1.2 regarding: directory information services; and directory enquiry services, shall become effective immediately.
- 14.1.5 A Licensee shall not give prominence to the publication (directory information service) or provision (directory enquiry service) of directory information relating to Subscribers of that Licensee over the publication or provision of directory information relating to Subscribers of another Licensee. That is to say, Licensees shall apply the principle of non-discrimination to the treatment of directory information.
- 14.1.6 Nothing in these regulations prevent a Licensee from including third party advertisements or other value added services in its on-line directory information service. However, a licensee may not require a visiting Consumer to view a certain number of advertisements before allowing the Consumer to search for information in the directory or before returning the results of any such search to the Consumer. Advertisements and links to other value added services could, for instance, be displayed simultaneously within the 'search bar' and/or within the page(s) showing the results of any search.

#### 14.2 Directory Information – natural persons

- 14.2.1 Directory information for Subscribers being natural persons shall contain, at a minimum:
  - a) Name;
  - b) City; and
  - c) Telephone number

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- 14.2.2 Licensees may not publish directory information relating to a natural person without the express prior permission of that natural person. After such consent has been given, Licensees shall allow Subscribers to withdraw that consent should the Subscriber wish to do so.
- 14.3 Directory Information – legal entities
- 14.3.1 Directory information for Subscribers being legal entities shall contain, at a minimum:
- a) Name;
  - b) P.O. Box and City; and
  - c) Telephone number.
- 14.3.2 Licensees shall offer their Subscribers (legal entities) the option not to have their directory information published.
- 14.4 Directory Information – Charges for Publication
- 14.4.1 Licensees shall as a minimum offer a free of charge – basic level of service in the on-line publication of directory information. Such basic level of service shall meet the provisions of 14.2 or 14.3 as appropriate to the type of Subscriber in question and shall be provided without cost to the Subscriber.
- 14.4.2 Subject to the provisions of 14.1.5, Licensees may offer such enhanced directories as the Licensee sees fit. Such enhanced services could for instance include bold, boxed, or colour listings and may include addition information such as logos, location plans and maps, directions etc. Licensees may charge Subscribers for such enhanced services at the Licensee’s published rates provided that the Subscriber is informed that the Subscriber may opt for a free of charge basic level service.
- 14.5 On-line Directory
- 14.5.1 Each Licensee shall provide an on-line portal designed to provide Consumers with easy access to directory information. The manner in which Consumers may search for directory information shall be Licensee neutral. In this regard, Consumers shall not be obliged to follow different procedures or apply different search techniques/strings to obtain information based on the fact that different Licensees have assigned telephone numbers.
- 14.5.2 Licensees shall ensure that main emergency service numbers of Police, Ambulance & Civil Defence are prominently displayed, and a clear reference to a full list of all other emergency numbers is given,

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in all directories including any enhanced directory a Licensee may elect to publish.

**14.6 Directory Enquiry**

14.6.1 Directory Enquiry information shall be consolidated in a single source, regardless of which Licensee assigns the telephone number. Consumers shall not be obliged to make multiple calls to obtain directory information based on the fact that different Licensees have assigned telephone numbers.

14.6.2 In case directory enquiries are priced on a time basis, Licensees may only charge for the duration of the transaction, that is to say the actual time spent on the call for the purpose of the enquiry itself and not for the time spent waiting in a queuing system.

**15 Consumer Complaints and Consumer Disputes**

15.1 Licensees shall establish and maintain procedures to handle Consumer Complaints and support the handling of Consumer Disputes by the TRA.

15.2 Licensees shall provide information to Consumers, which describe(s) how, when and where a Consumer Complaint may be filed. This information shall be easily obtainable by Consumers.

15.3 Licensees shall provide adequate provision to ensure that people with physical disabilities or other special needs are able to access the Licensee's complaint handling process. Licensees shall ensure that consumers with physical disability can be easily represented by their authorised representatives in order to make a complaint; providing a means of authorisation can be easily established and verified.

15.4 Licensees shall provide Consumers with at least one method of registering Consumer Complaints free of charge to the Consumer.

15.5 Licensees shall reasonably assist any Consumer, so requesting, to formulate and to lodge a Consumer Complaint with the Licensee.

15.6 Licensees methods for lodging Consumer Complaints should not unduly deter Consumers from making a complaint to the Licensee.

15.7 Licensees shall advise Consumers when they make a complaint of the indicative time frame required for the Licensee to investigate and resolve the complaint.

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- 15.8 Licensees shall acknowledge the receipt of each Consumer Complaint by providing the complainant with a reference number for the complaint. Such acknowledgement shall be provided immediately, in the case of complaints submitted by telephone or personal visit, and within five (5) business days in the case of a written complaint.
- 15.9 Conclusion of Consumer Complaints:
- 15.9.1 Where possible, Licensees shall seek to resolve a Consumer Complaint on first contact.
- 15.9.2 Generally, Licensees shall conclude Consumer Complaints within thirty (30) business days after receipt or as soon as practical in all circumstances.
- 15.9.3 Licensees shall enable the complainant to make enquiries regarding the progress of the complainant's case.
- 15.9.4 If the period for conclusion takes longer than thirty (30) business days, Licensees shall inform the complainant as to progress and the expected conclusion date.
- 15.9.5 At the conclusion of the Licensee's examination of a Consumer Complaint, the Licensee shall inform the complainant of the outcome of the case and the offered remedies, if applicable.
- 15.10 Consumer Complaint – Records and Reports
- 15.10.1 Licensees shall maintain records of Consumer Complaints for a minimum period of two (2) years, or such other period as may be specified in the Licence,<sup>8</sup> after the conclusion of individual Consumer Complaints.
- 15.10.2 Licensees shall submit monthly reporting data to the TRA in accordance with separate instructions to be issued by the TRA following consultation.
- 15.11 Consumer Disputes
- 15.11.1 Generally, the TRA will handle Consumer Disputes only after a Consumer Complaint has been handled by a Licensee as specified in these Regulations and then within three (3) months of the last handling

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<sup>8</sup> *TRA Note to Stakeholders*: The TRA is considering reducing this period to two (2) years. However, the TRA notes that it is currently a Licence condition that complaint records are retained for three (3) years.



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date by the Licensee. However, at its discretion, the TRA may accept Consumer Disputes at any time.

15.11.2 The TRA shall advise the Licensee of a Consumer Dispute and the Licensee shall respond to the TRA within ('X') business days of the TRA providing such advice to the Licensee. Where the value of X shall diminish from five (5) to three (3) by 31 December 2016, as follows:

- On 1 January 2016 X shall equal 5;
- On 30 June 2016, X shall equal 4;
- On 31 December 2016, X shall equal 3.

15.11.3 During the course of the Licensee's handling of Consumer Complaints and/or the TRA's handling of Consumer Disputes, the TRA may direct a Licensee to restore a Consumer's service in whole or in part, or to implement any other remedy deemed reasonable and appropriate by the TRA.

15.11.4 At the conclusion of the Licensee's investigation of a Consumer Dispute and pending the final resolution of the complaint, the Licensee shall contact and advise the Consumer of the outcome of the case.

15.11.5 At the conclusion of the TRA's handling of Consumer Dispute, the TRA may direct a Licensee to undertake any remedy deemed reasonable and appropriate by the TRA.

15.11.6 The TRA's Consumer Dispute procedures are set out in Annex 1 to these Regulations.

## 16 Audit of Billing Systems

16.1 The Licensees shall audit their respective billing systems and submit signed audit reports to the TRA at such intervals as the TRA will specify separately to each Licensee.

## 17 Advertising

### Persons subject to Article 17

17.1 Licensees shall take all reasonable measures to ensure compliance with this Article 17. This includes taking all reasonable measures to ensure compliance with this Article 17 by Third Parties, used to carry out any activity or activities which are subject to Article 17.

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Activities subject to Article 17

17.2 Article 17 shall apply to any direct or indirect Advertising or any other activity which has the same or similar effect and relates to, promotes, refers or relies on, any product or service or Person which is regulated by virtue of the Telecommunications Law, a Licence or any regulatory instrument issued by the TRA pursuant to the Telecommunications Law.

Overarching Obligations

17.3 All Persons subject to Article 17 must ensure that all Advertising shall:

17.3.1 be fair, truthful, honest and accurate, and shall not, by act or omission, directly or by implication, mislead, or deceive Consumers;

17.3.2 not exploit inexperience or credulity;

17.3.3 not incite, encourage or appear to condone unlawful, unsafe, anti-social, violent or immoral behaviour or practices or play on fear or exploit misfortune or suffering;

17.3.4 respect and apply the social, cultural, moral and religious values that apply generally within the UAE and shall provide adequate protection for members of the public from the exposure to harmful and/or offensive material. Advertising shall not induce, encourage or validate any behaviour that is inconsistent with the social, cultural, moral or religious values which apply generally within the UAE. Material which is generally not acceptable includes, but is not limited to, offensive language, violence, sex, nudity, sexual violence, humiliation, violation of human dignity, discriminatory treatment or language, derogatory treatment of religious subjects and values, with particular regard to the sensitivities of Islam, and the use of drugs, alcohol and tobacco; and

17.3.5 comply with all applicable laws of the UAE.

17.4 When Persons subject to Article 17 are in doubt if something in an Advertisement will be in compliance with Article 17, they should err on the side of caution and ensure compliance.

Substantiation and Compliance

17.5 Licensees shall hold evidence (documentary, video, audio, etc) as may be necessary which they can produce on request by the TRA so as to prove to the TRA's reasonable satisfaction that all statements, facts, claims etc, whether direct or implied, made in an Advertisement are accurate and that the Advertisement is in compliance with these Regulations. Licensees shall retain such evidence for a period of one year after the cessation of the relevant Advertising activity.

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Context of the Advertisement

17.6 In considering whether an Advertisement is compliant with any aspect of Article 17 the following shall be relevant considerations:

- 17.6.1 the context, nature and form of the Advertisement as a whole;
- 17.6.2 the details and nature of the product or service being Advertised;
- 17.6.3 the media used (e.g. TV, radio, printed matter) and its characteristics; and
- 17.6.4 the targeted audience including its characteristics, needs, level of technical expertise and vulnerability.

Children

- 17.6.5 Advertisements aimed at children shall take into account their special sensitivities and sensibilities and shall avoid undue or exploitive pressure.

Prices and Terms and Conditions

- 17.7 References to prices, services, and terms and conditions shall be clear and transparent and shall not mislead, confuse or deceive or be likely to mislead, confuse or deceive Consumers. If it is not practical, for objectively valid reasons, to include the details of all prices, terms and conditions in the respective Advertisement, then an explanation of the means and manner of accessing full information shall be included in the particular Advertisement.
- 17.8 New or changed prices or services shall not be Advertised or announced or otherwise referred to in any Advertising unless such price or service is in compliance with the TRA's Regulatory Framework.
- 17.9 Any footnotes, qualifiers, or disclaimers in Advertising shall, where relevant, be clearly visible and legible, audibly apparent and understandable and shall not contradict, materially qualify or otherwise alter the basis of the Advertisement. For the avoidance of doubt this does not preclude the inclusion in an Advertisement of references to detailed terms and conditions being provided elsewhere. However, these terms and conditions should not have the effect of contradicting or materially qualifying or otherwise altering the basics of any claim made or implied in the Advertisement.
- 17.10 In the event that any statement made by a Licensee is misquoted in the media, to the extent that the misquote does, or may, result in an apparent breach of these Regulations, the Licensee shall take reasonable steps to procure a retraction or correction or other appropriate remedial action concerning the misquoted statement(s) in the same medium in which the erroneous statement(s) was/were published.

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Testimonials, endorsements and other Advertising statements

- 17.11 Testimonials and endorsements, or edited portions thereof, used in Advertisements shall be clear, accurate and documented, and shall be clearly identifiable as representing the opinion of the individual or entity issuing the statement or expressing the position. If the individual or entity is being compensated for the testimonial and/or endorsement, this shall be clearly stated in all materials featuring the testimonial and/or endorsement where it is reasonably necessary for the Consumer to discern that the testimonial or endorsement is an advertisement for which the individual or entity has been compensated.
- 17.12 The term “free”, shall not be used in any Advertising unless:
- 17.12.1 it is used in relation to an offer which involves no monetary obligation whatsoever; or
- 17.12.2 the only obligation is to pay shipping and/or handling charges and these charges do not exceed the reasonable retail price for the actual handling, transport or delivery of the product or service; or
- 17.12.3 it is used in conjunction with the purchase of a separate product or service, provided the price of the accompanying product or service has not been increased in concurrence with its inclusion in the offer.
- 17.13 The provisions of 17.12 shall be deemed not to have been breached when the term “free” is used to accurately describe bundled services or elements of a bundled service when these are included/bundled for “free”. For example, the use of phrases such as: “the price of the plan includes xx *free* SMSs per month”, or “the price of the plan includes xx Mb/Gb of *free* data usage per month” would be acceptable provided always that such details are true and accurate.
- 17.14 The term “unlimited” shall not be used in any Advertising unless the service is provided without any limitation save for inherent limitations found in any network. It may also be used if the service is subject to a Fair Usage Policy (FUP) provided that the Advertisement complies with the provisions of Article 11 of these Regulations.
- 17.15 Claims concerning internet download speeds should be based on the likely speed that users can experience and therefore Advertisers should be able to demonstrate that the speeds claimed in their Advertisements can be achieved by a reasonable proportion of the Advertiser’s customer base. Where these may differ from area to area care should be exercised in the way these are described.

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Comparative Advertising and Denigration

17.16 Comparative Advertisements are permissible, so long as these comply with these Regulations. In addition, Comparative Advertisements shall:

17.16.1 not unfairly criticise, discredit, or denigrate other Licensees or their services, products, trademarks, trade names or other distinguishing marks;

17.16.2 refrain from judgments and opinions about the other Licensees or their products or services;

17.16.3 rely solely on objective statements and facts that can be clearly substantiated and which are not been unfairly selected or presented;

17.16.4 address either comparable offers or comparable services.

17.17 If the comparison is only valid in limited circumstances, it should be avoided unless this can be clearly explained in the Advertisement. Where for example the comparison is only valid if the user calls at a particular time of day, during a limited period or to a particular country, then this limitation shall be clearly stated in all materials featuring the comparison.

17.18 If a Comparative Advertisement compares prices with different charging mechanisms, the difference shall be clearly explained in all materials featuring the comparison.

17.19 Advertisers should always exercise the utmost care when using Comparative Advertising.

Imitation and Identity

17.20 No Advertising shall so closely resemble an Advertisement previously issued by another Licensee in respect to the general layout, text, slogan, visual appearance or audio characteristics that the resemblance will, or be likely to, mislead, confuse or deceive consumers.

17.21 In all Advertisements it should be clear to Consumers who is the Person that will be legally responsible to them for the product or service that is Advertised.

Harassment or Coercion

17.22 Advertising shall not be unduly intrusive or coercive and shall not harass or be likely to harass Consumers. Some factors that may be considered in making such a determination include the timing, nature and persistence of the Advertising.

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- 17.23 Licensees shall ensure that they, as well as Third Parties that they use for Advertising purposes, have in place the necessary systems so as to comply with requests by Consumers (orally or in writing) not to be contacted for Advertising purposes at specific times or through specific means or at all.

Advertisements of products or services which use a Premium Charge Number

- 17.24 Licensees shall procure that adequate and appropriate safeguards are in place with any Person, including their own business, to which they supply a Premium Charge Number used to provide or charge for the provision of services or products are aware and, where appropriate, contractually bound, to comply with the provisions of this sub-article and sub-article 17.25:

- 17.25 Advertisements displaying a Premium Charge Number shall:

17.25.1 clearly state the call/messaging charges (inclusive of all taxes, if any);  
and

17.25.2 note the prices in the form of numerical price per minute for time based/charged services or the relevant charge unit or the total maximum cost to the Consumer.

Promotions with Prizes

- 17.26 Promotions using Prizes must be prepared with a sense of responsibility and comply with the spirit, not merely the letter, of these Regulations. Promotions with prizes shall:

17.26.1 be communicated in a manner that is clear and readily understandable by the intended audience;

17.26.2 not create confusion between “gifts” and “prizes”;

17.26.3 ensure that all rules, entry instructions, dates or deadlines and factors likely to influence a Consumer’s understanding of the promotion are clearly stated and Advertisements explain these accurately, unambiguously and completely. If it is not practical, for valid reasons, to include all such details in the Advertisement, then the means and manner of accessing the full information shall be included in all materials featuring the Promotion;

17.26.4 be demonstrably fair and participation shall not be impeded by, for example, including complex rules or applying unreasonable conditions to participation or collecting prizes;

17.26.5 fully comply with all applicable laws and regulations of the UAE.



**The Consumer Protection Regulations, Version 1.3, Issued 10 January 2017**

**18 Publication of Regulations**

18.1 The TRA will publish these Regulations in full on its website.

**19 Effective date**

19.1 These Regulations come into force on the day on which they are published.





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# Consumer Protection Regulations

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## ANNEXE 1 THE TRA'S CONSUMER DISPUTE PROCEDURE

Version 1.2

Issued to Licensees: 24 December 2015

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Telecommunications Regulatory Authority (TRA)  
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## CONSUMER PROTECTION REGULATIONS

### ANNEXE 1

## THE TRA'S CONSUMER DISPUTE PROCEDURE

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## **1 Introduction**

- 1.1 The TRA's Consumer Protection Regulations, Version 1.2, dated 24 December 2015 defines a Consumer Dispute as:

*any correspondence or communication accepted by the TRA from a Consumer displaying dissatisfaction or grievance on the outcome of a Consumer Complaint or on matters within the scope of a Licensee's business*

and article 14.11.1 of those Regulations provides:

*Generally, the TRA will handle Consumer Disputes only after a Consumer Complaint has been handled by a Licensee as specified in these Regulations and then within three (3) months of the last handling date by the Licensee. However, at its discretion, the TRA may accept Consumer Disputes at any time.*

- 1.2 The foregoing implies that in the first instance, a Consumer who is dissatisfied with the services provided by a Licence should, in the first instance, raise the matter with the concerned Licence in accordance with that Licensee's Consumer Complaint procedures.
- 1.3 In the event that the Licensee fails to resolve the matter to the satisfaction of the Consumer the matter may be escalated to the TRA for resolution under the TRA's Consumer Dispute procedures. This document provides full details of the TRA's Consumer Dispute procedures.

## **2 Consumer Dispute Procedure**

- 2.1 Any Consumer who has submitted a Consumer Complaint to a Licensee and is dissatisfied with the manner in which the Licensee handled the Consumer



Complaint, including the outcome of that process, may submit a Consumer Dispute to the TRA.

2.2 The TRA will assess the Consumer Dispute, and if the TRA considers the submission to be complete and appropriate the TRA will correspond with the concerned Licensee on behalf of the Consumer.

2.3 The TRA will not accept Consumer Disputes, which in the reasonable opinion of the TRA, are incomplete, frivolous, capricious, or a simply designed to damage the interests and good name of a Licensee.

2.4 Preparation of the Consumer Dispute

2.4.1 The person submitting the Consumer Dispute, must provide the following information and documents to the TRA:

- (a) The name, address and contact details (phone and email) of the Consumer;
- (b) The Licensees complaint reference number, and the Consumer's account number;
- (c) Copies of personal identification documents: UAE ID card, or passport;
- (d) A written description of the dispute
- (e) Copies of all correspondence with the Licensee; and
- (f) A written authorisation or power of attorney, if the person submitting the complaint is not the Consumer/account holder,

2.5 Review and acceptance of the Consumer Dispute

2.5.1 The TRA will conduct an initial assessment of the Consumer Dispute. In particular the TRA will be concerned to check that the dispute is genuine and that the submission is complete.

2.5.2 If the TRA does not accept the Consumer Dispute, the person submitting the dispute will be notified immediately, and the TRA will consider the case to be closed.

2.6 Correspondence with the concerned Licensee

2.6.1 The TRA will submit a copy of the Consumer Dispute to the concerned Licensee, together with any instructions to, or questions of, the Licensee that the TRA may see fit to make or raise.

2.6.2 The TRA will set a deadline for the Licensee to investigate and respond to the Consumer Dispute.

2.6.3 Licensees shall use their best endeavours to close the dispute by the set deadline. In the event that the Licensee requires a longer period of



time to process the Consumer Dispute, then the Licensee shall make a written request for an extension.

## 2.7 Review of the Licensee's response to the Consumer Dispute

2.7.1 The TRA will carefully review the Licensee's response to the Consumer Dispute and in the event that the TRA is not satisfied with the actions taken by the Licensee, or with the Licensee's response the TRA will provide further instructions to the Licensee.

2.7.2 When the TRA is satisfied with the actions and response of the Licensee, the TRA will inform the Consumer of the outcome and if the Consumer is satisfied, the TRA will close the case.

2.7.3 In the event that Consumer is not satisfied with the outcome, the TRA may reopen the case and submit further instructions to the Licensee.

## 2.8 Communications with the Consumer

2.8.1 The TRA will use its best endeavours to keep Consumers informed as to the status and progress of any Consumer Dispute submitted to the TRA.



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# Consumer Protection Regulations

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## ANNEXE 2 PROCEDURES CONCERNING INTER-LICENSEE COMPLAINTS REGARDING ADVERTISING PRACTICES

Version 1.2

Issued to Licensees: 24 December 2015

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## CONSUMER PROTECTION REGULATIONS

### ANNEXE 2

## PROCEDURES CONCERNING INTER-LICENSEE COMPLAINTS REGARDING ADVERTISING PRACTICES

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## 1 Introduction

- 1.1 As competition in the telecommunications sector grows, the TRA anticipates a healthy degree of competition between Licensees in their marketing and communications practices. However, the TRA expects that this will be done in full compliance with the Telecommunications Law, the licence obligations of each Licensee and the relevant provisions of the Consumer Protection Regulations Version x, dated [dd mm 2015] and any successors thereto.
- 1.2 Any Licensee which considers that another Licensee’s Advertising practices are in violation of the Consumer Protection Regulations may submit a complaint to the TRA in accordance with the procedures set out herein.

## 2 Complaint Procedure

### 2.1 Preparation and submission of Complaint

2.1.1 A Licensee wishing to file a complaint (the Complainant) shall submit to the TRA a fully documented complaint (the Complaint) to include, as a minimum:

- (a) The name, address and contact details of the Complainant;
- (b) A description of the complaint;
- (c) A description of the alleged damage caused by the alleged violation;
- (d) Specific references to the provisions of the Consumer Protection Regulations together with an explanation as to why, in the opinion of the Complainant, those provisions have been breached;
- (e) All relevant supporting information including photographs, documents, scans, photocopies, videos as appropriate.<sup>1</sup> A submission consisting of general references or descriptions in the hope that the TRA will know what the Complainant is referring to, will be dismissed pursuant to Art 2.2.4(a).

2.1.2 Noting the provisions of sub-article 2.2.5, the Complainant may wish to redact confidential information in the submitted Complaint. In such cases, it is the responsibility of the Complainant to submit two versions of the Complaint:

- a confidential version – to be marked “Confidential – for TRA use only”. The confidential version shall highlight, but not render unreadable, any information which the Complainant considers to be confidential; and

<sup>1</sup> In circumstances where a Complaint is regarding a specific Advertisement, it is essential that a legible clear copy of the particular Advertisement is provided in support of the complaint.



- a redacted version – to be marked “Redacted –to be shared with xxxxxx”. It is the responsibility of the Complainant to ensure that all such confidential information is rendered unreadable.

2.1.3 The Complainant may submit the Complaint at any of the TRA’s official points of contact.

2.1.4 The TRA will acknowledge receipt of the Complaint within one business day.

## 2.2 Review and acceptance of the Complaint

2.2.1 It is accepted that Advertising may mean different things to different people. This is particularly true when considering the context in which the Advertisement is viewed. One Licensee reviewing the Advertisement of another Licensee may view the Advertisement more narrowly and critically than the average person in the street. The TRA recognises that when considering a Complaint for an Advertisement it will be called upon to exercise a level of subjective judgment, nonetheless, it will always do so in a balanced and impartial way so as to ensure the application of the letter and spirit of the relevant legal and regulatory provisions.

2.2.2 In the first instance, the TRA will allocate the Complaint to a member of staff (the Case Officer) to review it in the same way as it would examine any other complaint filed with the TRA. Depending on the nature and evidence available concerning the alleged breach of the Regulations, the Case Officer will deal with the Complaint subject to the normal internal TRA management and escalation procedures.

2.2.3 Where the Case Officer considers it appropriate, due for example to the complexity, sensitivity, etc of the Advertisement, the Case Officer may assemble a Committee (the Committee). The Committee shall consist of TRA staff and/ or external advisers, in such numbers and from such disciplines as the TRA considers appropriate. The object of forming such a Committee will be to provide the Case Officer with views on the Advertisement from various perspectives and expert opinions where necessary.

2.2.4 Any Complaint that, following the above mentioned initial review, is considered by the TRA:

- (a) to be incomplete, frivolous or capricious, simply designed to damage the interests, standing, or good name of a Licensee, or clearly does not constitute a breach of the Regulations, will be dismissed and the Complainant will be notified accordingly. Once notified, the Complainant may resubmit the Complaint with the addition of any information that may have originally been incomplete, for reconsideration by the TRA.



- (b) at first sight and before examination of the views of the Advertiser, to disclose a possible case of breach of the Regulations, shall be investigated further as set out below.

2.2.5 In the event that it is decided the Complaint will be investigated further, the Licensee being the subject of the Complaint will be notified immediately and a full copy of the Complaint (redacted if appropriate) will be provided to that Licensee. The Licensee will be invited to submit any evidence that is required by the Regulations to maintain concerning any Advertising activity, any other relevant evidence it considers appropriate and to make such representations as it considers that the TRA should consider in deciding if the Advertisement is compliant or not with the Regulations. The Licensee shall be given a period of five [5] working days to provide such information and submissions.

### 2.3 Analysis of the Complaint

2.3.1 Having accepted the Complaint, the TRA will wait for the stipulated time for the Licensee referenced in 2.2.5 above to supply the required information and to make its submissions. If the Licensee fails to do so within the stipulated time, the TRA will proceed to decide on the Complaint and may do so without further communication with the relevant Licensee. Submissions arriving after the date stipulated may be ignored unless prior written extension has been provided by the TRA.

2.3.2 The TRA will analyse the Complaint and any evidence and representations submitted by the Licensees.

2.3.3 The TRA shall use such tools, systems, procedures and methods as it considers appropriate in the analysis of the Complaint. These may include but are not limited to taking opinion polls, taking external advice, reconvening the same or a different Committee or requesting further details or representations from the Complainant, the Licensee that is the subject of the Complaint or any other Person that the TRA considers appropriate.

2.3.4 The TRA will use its best endeavours to reach a decision as soon as practicable from the date of receiving all input. It is noted that the time-scale will be heavily influenced by the nature and complexity of the case and whether further input is required from external parties. The TRA will also take into account any Temporary Instructions that may have been issued, the nature of the Advertisement and the impact on Consumers and Licensees.

## 3 Decision and Reporting

3.1 On completion of the investigation the TRA will issue a written Decision (the Decision) setting out, with reasons:

- (a) its findings and conclusions concerning the alleged breach; and



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- (b) where the Decision concludes that there has been a breach of the Regulations it may also include, either in the Decision or through any other appropriate instrument, any sanction, order, or any remedy that the TRA considers to be appropriate in the case.
- 3.2 A copy of the Decision, subject to the excision of any confidential information, will be provided to the Complainant and the concerned Licensee and will be published on the TRA's website.