



UTILITIES REGULATION AND COMPETITION AUTHORITY (URCA) CONSUMER PROTECTION REGULATIONS

CONSUMER SUMMARY

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1. INTRODUCTION

1.1 Outline of this Public Consultation

- (1) The Utilities Regulation and Competition Authority Act, 2009 (URCA Act) came into effect on 1 September 2009, creating the Utilities Regulation and Competition Authority (URCA). URCA is the independent regulator and competition authority for the Electronic Communications Sector (ECS) in The Bahamas. URCA is responsible for licensing all electronic communications services including telecommunications, broadcasting, pay TV and internet services and for managing radio spectrum and numbering. URCA regulates the ECS through the Communications Act, 2009 (Communications Act).
- (2) URCA undertakes various roles and duties in the ECS in The Bahamas. These include identifying and responding to conduct which is unlawful, anticompetitive or otherwise harms consumer interests.
- (3) One of URCA's key duties and powers is to enforce various consumer protection conditions that are contained in licences issued to Service Providers in The Bahamas, under the Communications Act.
- (4) URCA has drafted and is seeking public comments on Consumer Protection Regulations which are intended to establish rules that will be applicable to all URCA licensees that provide electronic communications services to the general public for commercial gain. These Regulations will apply to specific practices of licensees, including the terms of their contracts with consumers, their advertising practices, billings and complaints handling. These draft Regulations also outline the obligations and responsibilities that you will have as a consumer when subscribing to or utilising electronic communications services provided by licensees. Finally, the Regulations propose a series of reporting requirements on the licensees so that URCA can survey the effectiveness of the Regulations, and take appropriate action to address any deficiencies.

1.2 How to respond to URCA's Consultation

- (1) This publication provides an introductory summary, for ease of reference, of the full consultation document which is entitled "Utilities Regulation and Competition Authority (URCA) Consumer Protection Regulations" [ECS 07/2013] and is available on URCA's website at www.urbahamas.bs. This summary does not contain the full text of the

Regulations, nor does it contain all of the consultation questions which URCA is seeking a response to. You may make comments based on this summary document, or you may choose to read and consider the full document. In either case, your comments should be submitted to URCA on or before August 2, 2013.

- (2) Written comments or submissions should be submitted to URCA's Chief Executive Officer either:
- by hand, to URCA's office at UBS Annex Building, East Bay Street, Nassau; or
 - by mail to P.O. Box N-4860, Nassau, Bahamas; or
 - by fax, to (242) 393-0153; or
 - by email, to **info@urcabahamas.bs**.
- (3) URCA reserves the right to make all responses available to the public by posting responses online on its website. Responses marked 'confidential' should provide reasons to simplify evaluation by URCA of the request for confidentiality. URCA may, in its sole discretion, choose whether to publish any confidential document or submission. URCA will review the responses received by August 2, 2013 and publish a Statement of Results on the consultation and the final Regulations.

2. OBJECTIVES OF THIS PUBLIC CONSULTATION

- (1) Consumers in The Bahamas have limited, and in some cases no, choice in service provider because of the stage of development of the market and the existence of licensees with significant market power or monopoly positions in electronic communications services. Therefore, consumers in The Bahamas may be considered as vulnerable because of the lack of alternative service providers. Thus, regulatory intervention is necessary to provide consumers with adequate information so that they are able to make informed choices, and to protect them against potential market failures characterised by high prices, poor service quality and slow repairs.
- (2) The need for consumer protection regulation in the electronic communications sector in The Bahamas is also evidenced by recent complaints received from the public regarding poor quality of service and customer service provided by service providers. These complaints suggest that consumers are frequently dissatisfied with the quality of service level and customer care received from service providers. These regulations are designed to appropriately address these concerns and to achieve URCA's statutory objective of furthering the interests of consumers in The Bahamas.
- (3) This objectives of this public consultation are as follows:
 - a) to establish the framework for ensuring that consumers of electronic communications services in The Bahamas benefit from the highest possible standards of service provided by licensees;
 - b) to achieve the policy objectives in section 4 of the Communications Act to further the interest of consumers; and
 - c) to promote a high level of consumer confidence in service delivery from those licensees who are subject to these Regulations.

3. KEY FEATURES OF THE CONSUMER PROTECTION REGULATIONS

The Regulations will apply to all electronic communications services provided to members of the public in The Bahamas for commercial gain. This includes your landline and mobile telephone services (including SMS and MMS messaging), broadband and dialup internet services, pay television services and paging services).

CONSUMER SALES, CONTRACTS AND SERVICES

Provision of Information

The Regulations will require Service Providers to provide you with information on their Services and Products that is accurate, true, up-to-date, in simple, clear language, and adequate to ensure that you are well informed in deciding when to enter into a contract for Services and Products.

The information, including rates and terms and conditions, must be provided free of charge, readily available and prominently displayed on the Service Provider's website and at all retail outlets where the Services and Products are sold.

Pricing Information

Before you enter into a contract for Services, the Service Provider must inform you of all applicable rates or charges, including international roaming charges for calls, text messages and data usage.

Packaging, Tying or Bundling of Services

Where a Service Provider sells multiple services or products as a package or bundle, before entering into a contract with you for those packaged Services and/or Products, the Service Provider must provide you with a description of each Service or Product. If the Service Provider sells any of the Services or Products separately, it must also inform you of the price that the Service Provider would charge for the Service or Product on a stand-alone basis.

Where savings or discounts are applicable, a Service Provider must, before entering into a contract, inform you of such savings and indicate any condition that may apply to qualify for

those savings, such as what other Products and/or Services you must acquire to be eligible for a particular saving.

Contract Terms and Termination

Where applicable, before a contract is entered into, a Service Provider will be required to inform you of:

- (a) the minimum duration of the contract;
- (b) any specific provision which states that you must pay a termination fee if the contract is terminated prior to the minimum duration; and
- (c) the minimum period for notification of termination you will be required to give, if applicable.

Every contract must contain clear terms and conditions regarding the following:

- (a) the start date and duration of the contract, including any applicable minimum contract period;
- (b) provisions regarding the manner in which the contract may be terminated, including any requirements for the giving of notices under the contract;
- (c) the amount or method of calculating any charges payable for early termination and in what circumstances such charges are payable;
- (d) renewal of the contract, if applicable;
- (e) disconnection and reconnection, and any applicable charges;
- (f) the terms and conditions under which any Security Deposit is held by the Service Provider, including provisions relating to the refund of any such deposit and any penalty or other charges applicable;
- (g) specifying all situations that may give rise to the suspension or disconnection of the Service;

- (h) delivery, installation and/or activation of Products and/or Services;
- (i) the procedures in which any term and condition of the contract may be varied or changed by the Service Provider;
- (j) details of how you are to be notified of changes to the contract;
- (k) the availability of complaint handling procedures and methods for initiating such procedures;
- (l) definitions of Services provided, the Customer Quality of Service levels offered in respect of each Service;
- (m) details of any applicable compensation or refunds if the Customer Quality of Service levels specified in the contract are not met; and
- (n) whether there are any penalties in the contract, the nature of the penalties and the circumstances in which a penalty would be imposed on you.

At the time of entering into a contract for Services, a Service Provider must give you an opportunity to accept or deny the approval of receiving voice, written or electronic messages from the Service Provider which are used for the advertisement of the Service Provider or the sale of the Service Provider's Product or Services.

A Service Provider must supply you with a signed or accepted (where the contract was entered into other than by physical signature) copy of your contract for the provision of Services at the time of entering into the contract. Additional copies of your contract must be supplied to you upon request. If you request additional copies in print form, the Service Provider may charge you a reasonable fee for supplying the copies.

After the expiration of any minimum period of your contract with a Service Provider, you will have the right to terminate the contract at any time without notice and without any penalty or charge being made by the Service Provider (excluding charges for any Services already provided to you under the contract).

The Regulations provide that before modifying, amending or varying any terms and conditions of a contract which is likely to be of material detriment to you, a Service Provider must give you no less than one (1) months' notice. At the time of giving the notice, the Service Provider must

inform you of your right to terminate the contract without penalty if the proposed modification, amendment or variation is not acceptable to you.

Security Deposit

Where a Service Provider requires you to make a security deposit or similar payment before providing services, the Service Provider must provide you with all relevant information about that Security Deposit, including the circumstances in which the Security Deposit may accrue interest, be forfeited (taken by the Service Provider) and how and when the Security Deposit will be repaid to you. The security deposit required must be reasonable and should not exceed three (3) months of the reasonably anticipated charges for the Services that you are requesting from the Service Provider.

Product warranties and maintenance

Where a Service Provider sells or provides you with any product that is required to access their Services, they must, before entering into the contract to provide the Services, give you details of any warranty relating to the product including, how to obtain warranty service if needed and what your rights of redress are if the contractual warranty is breached.

CONSUMER OBLIGATIONS

As a customer, you also have obligations to the Service Provider which will be set out in the contract that you enter into with the Service Provider. Those obligations are stated in the Consumer Protection Regulations, and although URCA would not directly enforce the consumer's obligations to the Service Provider, non-compliance with those obligations may have an impact on the Service Provider's responsibility to meet its obligations to you.

Acceptance of Service Provider terms

You will be bound by the Service Provider's terms of service upon acceptance of the customer contract which may be indicated by signing a document outlining the terms and conditions of the contract, or by expressly accepting the terms and conditions by any form of electronic communications that has been established by the Service Provider for that purpose (for example, by accepting service via the Service Provider's website, or over the telephone with the Service Provider's customer service representative). You should note that the use of the Services provided by the Service Provider will also result in deemed acceptance of the contract provided that you have received adequate communication by the Service Provider of its terms and conditions as discussed above (see Part 2 of the Regulations).

Access for maintenance

Where the Service Provider has installed or is required to install equipment or facilities at your premises in order to provide the Service you must permit the Service Provider or its authorised representatives, without charge, to access those premises, equipment or facilities as reasonably required for any provisioning or maintenance of the Services, equipment or facilities. Where the Service Provider requires access it must give you reasonable, prior notice.

Tampering with equipment

You are prohibited from using any equipment or related facilities provided by a Service Provider for reasons other than for the normal and acceptable use of the Service determined by the Service Provider, and must not do anything that interferes with the functioning of such equipment or facilities, without prior written authorisation from the Service Provider.

You are responsible for any loss of or damage to equipment or facilities that result from your use of the equipment, facilities or the Service in a manner which is contrary to the terms and

conditions of the Service, contrary to any usage guidelines notified you by or on behalf of the Service Provider, or these Regulations.

You must not modify the Service Provider's equipment or facilities without prior written authorisation from the Service Provider.

Reselling services without authorisation

You are not permitted to resell to other persons any Service provided to you by a Service Provider, or permit the same to be taken by other persons, except as expressly permitted by the Customer's contract (and subject to any applicable licensing or authorisation by URCA pursuant to the Communications Act).

Misuse of a public electronic communications or carriage service

You are prohibited from misusing electronic communications or carriage services, including by:

- (a) dishonestly obtaining electronic communications or carriage Services; or
- (b) possessing or supplying equipment that may be used to obtain such Services dishonestly or fraudulently; or
- (c) using Services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulations.

Dishonest churning

If you accumulate payment arrears with one Service Provider and select the Service of another Service Provider without settling the account arrears with your previous Service Provider, the new Service Provider may rely on your unsettled debt with the previous Service Provider as a basis for refusing to provide Services to you.

ADVERTISING

Disclaimers

Service Providers must ensure that any disclaimers used in any advertisement for its services and/or products are:

- (a) clearly indicated and visible;
- (b) legible;
- (c) of a reasonably legible font size having regard to the type of font used; and
- (d) readily understandable, having regard to the nature of the advertisement, the medium used to convey it and its likely audience.

Service Providers must advertise in a manner that enables you to distinguish contractual terms and conditions, from marketing and promotional activities.

BILLING AND CREDIT MANAGEMENT

Customer Billing, Charging, Collection and Credit Practices

Except for Services provided on a pre-paid basis, your Service Provider must provide a facility for you to obtain information relevant to your current bill free of charge, must ensure that your billing is accurate and timely, and retain the records of bills issued to you for a minimum period of three (3) years.

The following information must be included in all bills issued by your Service Provider:

- (a) your name;
- (b) your address;
- (c) your Service Provider's current business name, address and contact information;
- (d) a unique way of identifying the bill (e.g., bill reference and/or customer account reference);
- (e) the billing period;
- (f) description of the charges (and credits) for which you are billed;
- (g) the total amount billed, applicable credits, payments or discounts, and the net amount payable by you (or repayable by the Service Provider);
- (h) the date on which the Bill is issued;
- (i) the payment (or refund) due date;
- (j) methods of bill (or refund) payment;
- (k) methods of contacting the Service Provider for Billing Enquiries;
- (l) methods of contacting the Service Provider to lodge Complaints; and

(m) the amount (if any) of call or other charges applicable for Complaints and Billing enquiry calls.

Itemisation of Charges

You are entitled to itemised details of all charges in relation to the Services provided to you, either on your bill or on a separate statement provided to you by the Service Provider upon request.

Timeline for Issuance of Bills

Service Providers are required to process and issue bills within thirty (30) days of the closure of each billing period.

Timeliness of Billed Charges

All charges relating to each billing period should be incorporated in the bill relevant to that billing period. Your Service Provider may not bill you for charges incurred after the expiry of three (3) months from the end of the billing period in which the charges were incurred.

Payment Options

A Service Provider must offer you at least one method of payment for its Services and Products that is free of any processing or administrative charges.

Billing Frequency

A Service Provider shall provide at least two (2) months' advance written notification of any proposed changes in billing periods.

Billing Enquiries

Your bill must clearly provide a telephone number or email address through which you may make billing enquiries, lodge complaints, request clarification or express dissatisfaction.

Charging for Bills

If you request it, your Service Provider must provide you with all billing information related to that your service for a period of up to three (3) years prior to the date the of the request, in a format that you can read and understand.

- (a) Your billing information must be provided through one medium free of charge (e.g., in paper form sent by regular post, via email, or online via the Service Provider's website or a Customer portal) for the period of up to twelve (12) months prior to the date the information request is received by the Service Provider;
- (b) for requested information which is older than twelve (12) months and up to five (5) years from the date your request is received by the Service Provider, the Service Provider may impose a charge for the provision of this information; and
- (c) where requested, the Service Provider must include itemised details of all charges associated with the Service.

Non-payment of Bills

Your Service Provider must give you at least fourteen (14) days to pay a monthly bill without being subject to any late payment penalty.

If you don't pay an overdue amount on your account within thirty (30) days of the payment due date, the Service Provider may restrict your access to the Services in arrears.

If you don't pay an outstanding account balance for sixty (60) or more days after the due date, the Service Provider may suspend your overdue Service. The service provider must provide you with at least five (5) business days' notice of the proposed suspension. The suspension notice must state the amount owed, the total amount required to be paid to avoid suspension of the Services, the date and place where such payment must be made and it must advise you of any on-going or additional charges that will still apply while the Services are suspended.

If you don't pay the outstanding and undisputed account balance for ninety (90) or more days, or after any Security Deposit has been exhausted (whichever is later), the Service Provider may disconnect your Services provided that the Service Provider has given you at least five (5) business days' notice of the proposed disconnection.

The notice of disconnection must clearly state the total amount owed, the total amount required to be paid to avoid disconnection of the Services and the date and place where such payment must be made. The notice of Disconnection must also advise you that, after disconnection has occurred:

- (a) Your service plan and/or product (and/or, where applicable, telephone number), may no longer be available;
- (b) the debt you owe may be passed to a collection agency; and
- (c) legal action may be taken against you to recover the unpaid debt.

Table 1: Non-payment of Bills

Consequence of Non-payment of Bills	Minimum Number of Days from Payment Due Date
Restriction	30
Suspension	60
Disconnection	90 <i>(or exhaustion of Customer's Security Deposit)</i>

Late payment and Reconnection fees

If your Service Provider charges late payment and reconnection fees, such fees must be reasonable, proportionate to the costs incurred by the service provider as a result of the late or non-payment.

Credit Management for Disputed Amounts

Your Service Provider must not take Credit Management action (such as Restriction, Suspension, Disconnection or assigning outstanding debt to a debt collection agency) against you for a disputed amount that is the subject of an unresolved complaint that is being investigated by the service provider, URCA, the UAT or a relevant recognised third party. Where

you dispute only a part of an amount on a bill, your Service Provider may take action in relation to those amounts which are not the subject of that unresolved complaint.

CONSUMER COMPLAINTS HANDLING

Complaint Handling System – General

Service Providers must implement complaints handling procedures that are free of cost to Consumers. However, a Service Provider may impose a reasonable charge to handle your complaint if the investigation requires the retrieval of records that are more than three (3) years old at the time the complaint is made, and where that retrieval results in any additional expense or significant inconvenience to the Service Provider.

Your Service Provider must formally acknowledge any written or verbal complaints you make, in writing, within five (5) business days of receiving your complaint.

Your Service Provider must provide you with details of a proposed resolution of any complaint you make within thirty (30) business days from the date you submit the complaint.

If your Service Provider does not resolve your complaint within thirty (30) business days, your Service Provider has a responsibility to escalate the complaint to URCA.

In the event that your Service Provider has not resolved your complaint to your satisfaction, including use of any internal escalation process, the Service Provider must inform you that you may refer your complaint to URCA.

CUSTOMER QUALITY OF SERVICE STANDARDS

The following Customer Quality of Service standards shall apply to Service Providers that have been determined to have Significant Market Power (SMP). Therefore, these currently apply to the Bahamas Telecommunications Company Limited (BTC) in relation to its landline voice, mobile voice and data services, and dial-up internet services, and to Cable Bahamas Limited (CBL) in relation to its Cable Television and Broadband Internet services.

SMP Service Providers will be required to establish and publish levels of compensation and refunds payable to customers if they fail to meet any of the following Customer Quality of Service standards. Within three (3) months of the coming into effect of the Regulations, SMP Service Providers will be required to submit to URCA for review and approval the levels of compensation and refunds payable to customers prior to publication.

CUSTOMER QUALITY OF SERVICE STANDARDS	TARGET
<p>APPROVAL OF APPLICATION FOR SERVICE</p> <p>The time that it should take for a Service Provider to approve your completed application form for service from the date of submission of the application.</p>	<p>No more than two (2) Business Days.</p>
<p>SERVICE ACTIVATION AFTER APPROVAL</p> <p>The time it should take between approval of your application for service and the actual provision of the service to you.</p>	<p><u>Fixed Voice</u></p> <p>Customers in New Providence and Grand Bahama – No more than four (4) Business Days.</p> <p>Customers in all other islands – No more than seven (7) Business Days.</p> <p><u>Mobile Voice and Mobile Data</u></p>

<p style="text-align: center;">CUSTOMER QUALITY OF SERVICE STANDARDS</p>	<p style="text-align: center;">TARGET</p>
	<p>No more than one (1) working hour for Customers in all islands.</p> <p><u>High Speed Data Services and Connectivity</u></p> <p>Customers in New Providence and Grand Bahama – No more than four (4) Business Days.</p> <p>Customers in all other islands – No more than seven (7) Business Days.</p> <p><u>Pay TV</u></p> <p>Customers in New Providence and Grand Bahama – No more than four (4) Business Days.</p> <p>Customers in all other islands – No more than seven (7) Business Days.</p>
<p>CUSTOMER SCHEDULED APPOINTMENTS</p> <p>Customer Scheduled Appointments are scheduled pre-arranged visits by a Service Provider’s representatives to install a service, correct faults on the Service Provider’s network up to and including the network interface device, where access to the Customer’s premises is necessary but restricted.</p>	<p>All customer appointments should be honoured.</p> <p>A Service Provider may reschedule an appointment by first notifying the Customer at least eight (8) working hours prior to the scheduled appointment.</p>

<p style="text-align: center;">CUSTOMER QUALITY OF SERVICE STANDARDS</p>	<p style="text-align: center;">TARGET</p>
<p>RESPONSE TO CUSTOMER COMPLAINTS</p> <p>The time frame for a Service Provider to acknowledge your complaint relating to billing, network malfunctions, quality of service or similar issues.</p>	<p>All complaints are to be acknowledged in writing within five (5) Business Days of receipt.</p>
<p>CONSUMER COMPLAINT RESOLUTIONS</p> <p>The time period for a Service Provider to resolve your complaint.</p>	<p>All complaints are to be resolved within thirty (30) Business Days of receipt.</p>
<p>REPEATED LOSS OF SERVICE</p> <p>The recurrence of a fault of the same nature within thirty (30) days of occurrence of another fault of the same nature to your service.</p>	<p>Faults should not reoccur within thirty (30) days of repair of first incident of loss of service.</p>
<p>FAULT REPAIR TIME</p> <p>The difference between the time a Service Provider receives your notification of a fault and the time at which your service is fully restored.</p>	<p>Customers in New Providence and Grand Bahama – No more than two (2) Business Days.</p> <p>Customers in all other islands – No more than four (4) Business Days.</p>
<p>WRONGFUL DISCONNECTION</p> <p>This Standard refers to situations where customers are deprived of service due to system errors by the Service Provider.</p> <p>This Standard is not applicable where disconnection occurs as a result of an overdue amount.</p>	<p>Reconnection within one (1) working hour of notification.</p>

<p style="text-align: center;">CUSTOMER QUALITY OF SERVICE STANDARDS</p>	<p style="text-align: center;">TARGET</p>
<p>RECONNECTION AFTER DISCONNECTION FOR NON-PAYMENT</p> <p>The time for reconnection of your service after payment of an overdue amount following notification of the payment to the Service Provider, where appropriate, and the Service Providers' acknowledgement of receipt of payment.</p>	<p>Reconnection of the Service should occur within eight (8) working hours of acknowledgement of payment.</p>