



REVISIONS TO THE CONSUMER PROTECTION REGULATIONS FOR THE ELECTRONIC COMMUNICATIONS SECTOR

Consultation Document

Issue Date: 18 September 2023

Response Date: 19 October 2023

ECS 10/2023

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1. Introduction

The Utilities Regulation and Competition Authority ('URCA') issues this consultation document on its proposed revisions to the Consumer Protection Regulations (ECS 19/2013) for the electronic communications sector (ECS). The Consumer Protection Regulations ('Regulations') were originally published on 30 December 2013 followed by revised document referred to as Version 1.0.1 published on 7 February 2014.¹

Given the time that has passed since the Regulations were published, changes that have occurred in the sector markets, and URCA's experience with handling consumer complaints since 2013, URCA's proposed revisions intend to:

- make the Regulations up-to-date and fit for purpose;
- clarify ambiguous Parts of the Regulations; and
- issue new measures in areas where consumers were not protected.

The objectives of this consultation are to:

- (i) present URCA's proposed revisions to the Regulations;
- (ii) invite feedback from the public on the proposed revisions; and
- (iii) invite comments on Parts of the Regulations that were not included in the proposed revisions.

When submitting responses, URCA urges respondents to provide supporting explanations in their submissions. URCA will then review the responses received and publish a Statement of Results on the consultation along with the final Regulations.

1.1 How to Respond to this Consultation

URCA invites comments and submissions on this consultation document from members of the public, licensees, and other interested parties. Responses to this consultation should be submitted to URCA's Director of Electronic Communications **on or before 19 October 2023** either:

- by hand, to URCA's office at Frederick House, Frederick Street, Nassau, The Bahamas; or
- by mail to P.O. Box N-4860, Nassau, Bahamas; or
- by email to info@urcabahamas.bs.

¹ The Consumer Protection Regulations Version 1.0.1 can be found at <https://www.urcabahamas.bs/wp-content/uploads/2017/02/ECS-19-2013-Consumer-Protection-Regulations-VERSION-1.0.1-2.pdf>.

URCA reserves the right to make all responses available to the public by posting responses on its website at www.urbahamas.bs. 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.

1.2 Remainder of the Document

The remainder of the document is set out as follows:

- Section 2 provides the regulatory framework relevant to this consultation.
- Section 3 sets out URCA's proposed revisions to the Regulations along with explanations for the revisions.
- Section 4 contains the conclusion and next steps.

2. Regulatory Framework

This Section sets out the regulatory framework under which URCA has exercised its powers to issue this consultation document.

The Communications Act, 2009 ('Comms Act') empowers URCA as the regulator to implement the ECS Policy, enforcing the provisions of the Comms Act, and enforcing licence conditions.

As set out in section 4 of the Comms Act, the main objectives of the electronic communications policy are:

- (a) to further the interests of consumers by promoting competition and in particular–
 - (i) to enhance the efficiency of the Bahamian electronic communications sector and the productivity of the Bahamian economy;
 - (ii) to promote investment and innovation in electronic communications networks and services;
 - (iii) to encourage, promote and enforce sustainable competition. . .

- (b) to further the interests of persons in The Bahamas in relation to the electronic communications sector by-
 - (i) promoting affordable access to high quality networks and carriage services in all regions of The Bahamas;
 - (ii) maintaining public safety and security;
 - (iii) contributing to the protection of personal privacy;
 - (iv) limiting public nuisance through electronic communications;
 - (v) limiting any adverse impact of networks and carriage services on the environment; and
 - (vi) promoting availability of a wide range of content services which are of high quality.

Section 5 of the Comms Act states:

All policy measures, decisions and laws to take effect in the electronic communications sector in The Bahamas shall be made with a view to implementing the electronic communications policy objectives and shall comply with the following guidelines –

- (a) market forces shall be relied upon as much as possible as the means of achieving the electronic communications policy objectives;
- (b) regulatory and other measures shall be introduced –
 - (i) where in the view of URCA market forces are unlikely to achieve the electronic communications policy objective within a reasonable time frame, and

- (ii) having due regard to the costs and implications of those regulatory and other measures on affected parties;
- (c) regulatory and other measures shall be efficient and proportionate to their purpose and introduced in a manner that is transparent, fair and non-discriminatory; and
- (d) regulatory and other measures that introduce or amend a significant government policy or regulatory measure (including, but not limited to, the sector policy)-
 - (i) shall specify the electronic communications policy objective that is advanced by the policy or measure; and
 - (ii) shall demonstrate compliance with the guidelines set out in paragraphs (a), (b) and (c).

Section 8 of the Comm Acts stipulates that:

For the purposes of carrying into effect the electronic communications policy objectives, URCA shall have the power to issue any regulatory and other measures and in particular shall—

- (d) issue regulations . . .
- (m) exercise any other powers assigned to it by this Act or any other law.

Under section 45(1) of the Comms Act, URCA has a duty to monitor and enforce the consumer protection conditions in the licences. Section 45(2) provides that:

URCA may issue general regulations relating to the protection of consumers. These regulations might include—

- (a) the standard of service, quality and safety of the carriage services and equipment provided;
- (b) the handling of complaints made by persons who are consumers in the market for such services and ancillary equipment; and
- (c) any other matter appearing to it to be necessary for securing the effective protection for persons who are consumers in the markets for carriage services or networks.

Furthermore, section 47 of the Comms Act states that:

URCA may, by determination or regulation, regulate or prohibit the use of a network or carriage service to provide unsolicited communications in order to reduce or eliminate annoyance, inconvenience or anxiety.

In addition to the above, the Individual Operating Licences (IOLs) and Class Operating Licences Requiring Registration (COLRRs) also contain conditions requiring the licensees to institute and maintain consumer protection measures.

3. Proposed Revisions to the Consumer Protection Regulations

In this Section, URCA sets out its proposed amendments to the Consumer Protection Regulations in the table below. Corrections of minor typos, grammatical errors, and punctuation that do not require explanations are not included in the table however they are reflected in the accompanying draft Regulations document in tracked changes.

Table 1. Proposed Revisions

Part of the Regulations	Existing Regulations	URCA’s Proposed Revisions	URCA’s Justification
Document Title	Consumer Protection Regulations	Consumer Protection Regulations for the Electronic Communications Sector	The change in the document title is to specify that these Regulations are applicable to the electronic communications sector. When the Regulations were first published in 2013, URCA only regulated the electronic communications sector so there was no need to specify which sector that the Regulations were applicable to at the time.
Citations	These Regulations may be cited as the ‘Consumer Protection Regulations, 2013.’	These Regulations may be cited as the ‘Consumer Protection Regulations, 2023.’	To reflect the publication year of the revised Regulations once published.
2.1 Provision of Information	2.1.1 Parts 2.2.3, 2.9 and 2.10 of these Regulations shall not apply to licensees holding Class Operating	2.1.1 Following the publication of the ‘Consumer Protection Regulations, 2023’, Parts 2.2.3, 2.9 and 2.10 of these	Based on URCA’s experience in Complaint handling, URCA is now of the view that all Service Providers should be required to provide a minimum Customer Quality of Service level that is not contingent upon

	<p>Licences Requiring Registration or to Individual Operating Licensees that have not been designated as having Significant Market Power (SMP) in the provision of electronic communications services.</p>	<p>Regulations shall apply to all Service Providers.</p>	<p>the Service Provider having Significant Market Power (SMP) in the provision of the service. Similarly, Customers who pay for a service should be entitled to a minimum service quality level by virtue of paying for a Service.</p>
	<p>*New*</p>	<p>2.1.6 A Service Provider must ensure that the current service arrangements including rates and terms and conditions displayed on its website are easily accessible. This means that the information must be easily found by browsing the Service Provider’s homepage. For the avoidance of doubt, the information should not appear on orphan web pages, be available only in fine print, or located in obscure sections of the Service Provider’s website. This requirement applies to both permanent offers and Special Promotions..</p>	<p>To clarify what URCA considers to be easily accessible information when displayed on a Service Provider’s website.</p>

	New	<p>2.1.7 A Service Provider must ensure that all service arrangements including rates and terms and conditions are updated on its website no later than the effective date of the launch of the service or the effective date of the changes to the price and/or terms and conditions. This requirement applies to both permanent offers and Special Promotions.</p>	<p>In URCA’s experience, there have been significant delays between the time a Service or Product is launched and when the information about that Service or Product is updated on the Service Provider’s website. These delays can cause the Consumer to receive inaccurate and outdated information. The delays have also impacted URCA’s ability to complete certain tasks when information on Products and Services is required.</p>
	New	<p>2.1.8 Where a Service Provider indicates that an aspect of a Service is ‘unlimited’ or subject to an ‘acceptable’ or ‘fair’ level of use by the Consumer, the Service Provider shall set out an unambiguous, transparent policy for dealing with customer usage above any set thresholds. The policy should set out the rules for contract termination, including penalties, the charges or rates that shall apply for any use in excess of the threshold/limit, and the policy regarding the migration of the customer to other packages, if applicable. The policy must be easily accessible and prominently displayed</p>	<p>Based on URCA’s experience in Complaint handling, Consumers were not always made aware of the existence of an acceptable or fair use policy. Furthermore, the policy was not easily accessible. As such, this revision is to reinforce that Consumers must be made fully aware of all aspects of a Service and that such information must be easy to locate.</p>

		on the Service Provider’s website meaning that the information must be easily found by browsing from the Service Provider’s homepage. The policy should not be on orphan web pages, available only in fine print, or located in obscure sections of the Service Provider’s website.	
	New	2.1.9 Where a Service Provider indicates on its website that an aspect of a Service is ‘unlimited’, the Service Provider must clearly disclose the limits and/or restrictions that apply to the Service on the same webpage where the ‘unlimited’ claim is made. Furthermore, the disclosure should not be hidden in fine print or located in obscure sections of the Service Provider’s website.	Consumers have complained to URCA that claims of a Service being ‘unlimited’ were misleading and the Consumers were not always made aware of a limit and/or restriction. As such, this revision is to reinforce that Consumers must be made fully aware of all aspects of a Service and such information must be prominently placed on the Service Provider’s website.
2.2 Description of a Service	2.2.1 Before entering into a contract for any Service, a Service Provider shall provide Consumers with a complete description of the Service in clear and	2.2.1 Before entering into a contract for any Service, a Service Provider shall provide Consumers with a complete description of the Service in clear and plain language, avoiding ambiguous and unnecessary legal or technical	The word ‘ambiguous’ was added as a type of term to be avoided to prevent a contract containing terms or language that can be open to more than one interpretation.

	<p>plain language, avoiding unnecessary legal or technical terms. Where other Services are required in order to effectively utilise the Service, the Service Provider shall also similarly inform the Consumer of all such other Products and Services that might be required.</p>	<p>terms. Where other Services are required in order to effectively utilise the Service, the Service Provider shall also similarly inform the Consumer of all such other Products and Services that might be required.</p>	
<p>2.3 Pricing Information</p>	<p>2.3.1 Before entering into a contract for Services, a Service Provider must inform a Consumer of:</p> <p>(a) all applicable rates or charges, including international roaming charges if applicable for calls, text messages and data usage;</p>	<p>2.3.1 Before entering into a contract for Services, a Service Provider must inform a Consumer of:</p> <p>(a) all applicable rates or charges, including out-of-plan rates, overage charges, and international roaming charges if applicable for calls, text messages and data usage;</p>	<p>To provide more clarity and details on the rates or charges that a Consumer must be informed of.</p>

2.5 Contract Terms and Termination	<p>2.5.2 Every contract must contain clear, unambiguous terms and conditions regarding the following:</p> <p>(a) the commencement date and, if applicable, the term of the contract;</p>	<p>2.5.2 Every contract must contain clear, unambiguous terms and conditions regarding the following:</p> <p>(a) the commencement date and, if applicable the duration of the contract;</p>	<p>The word 'duration' instead of 'term' is clearer in this context.</p>
	<p>2.5.6 Where a contract reaches the end of any minimum period, such contract shall thereafter be terminable by the Customer giving written or other notice at any time to the Service Provider and without any penalty or other charge being made by the Service Provider (save in respect of any Services and Products</p>	<p>2.5.6 Where a contract reaches the end of any minimum period, such contract shall thereafter be terminable by the Customer giving written or other notice at any time to the Service Provider and without any penalty or other charge being imposed by the Service Provider (save in respect of any Services and Products already provided to the Customer under the contract). Where a subscription has the option to be renewed automatically, e.g., mobile telephone plans, a Service Provider</p>	<p>To set out the Service Provider's requirements and the Consumer's entitlements in cases where a subscription can be renewed automatically without a written contract.</p>

	<p>already provided to the Customer under the contract.</p>	<p>must provide the Customer with the option to turn off the automatic renewal at least one day prior to the subscription's renewal for the next subscription period. If a Service Provider fails to provide the Customer with the option to turn off the automatic renewal, then the Customer is entitled to a refund.</p>	
<p>2.6 Security Deposit</p>	<p>2.6.1 In the event that a Security Deposit is required by a Service Provider, the Service Provider must provide the Consumer with information about the terms of that Security Deposit, including the circumstances in which the Security Deposit may accrue interest, be forfeited or be repaid. The security deposit required must be reasonable and in any event should not exceed three (3) months of</p>	<p>2.6.1 In the event that a Security Deposit is required by a Service Provider, the Service Provider must provide the Consumer with information about the terms of that Security Deposit, including the circumstances in which the Security Deposit may accrue interest, be forfeited or be repaid. The security deposit required must be reasonable and, in any event, should not exceed three (3) months of the reasonably anticipated charges for the Services to be provided by the Service Provider to the Consumer.</p>	<p>Comma added after 'in any event' as a punctuation correction.</p>

	the reasonably anticipated charges for the Services to be provided by the Service Provider to the Consumer.		
	<p>2.6.2</p> <p>(c) within ten (10) Business Days of the Service Provider receiving the Security Deposit, advise the Consumer in writing of repayment and interest arrangements (if any) and the account to which the Security Deposit will be applied;</p>	<p>2.6.2</p> <p>(c) prior to or within ten (10) Business Days of the Service Provider receiving the Security Deposit, advise the Consumer in writing of repayment and interest arrangements (if any) and the account to which the Security Deposit will be applied;</p>	<p>In addition to a Service Provider advising the Consumer within ten (10) Business Days of receiving the Security Deposit, URCA proposes to allow the Service Provider the additional option of advising the Consumer prior to receiving the Security Deposit.</p>
2.10 Repair	Fault and	2.10.3 A Service Provider shall, in accordance with the Schedule, give	Deleted
			URCA proposes to replace Parts 2.10.3 and 2.10.4 with a new subsection 2.11 to provide more details on a Service Provider's requirements regarding

<p>Service Interruption</p>	<p>advance notice to Customers of all planned or anticipated disruptions and outages, including details of the date and time of the disruption or outage, the Services and service areas affected and any applicable compensation or other remedies available to Customers.</p> <p>2.10.4 Where an event of Force Majeure causes an outage or disruption to any Service, the Service Provider shall, immediately upon becoming aware of the disruption or outage, give notice to affected Customers detailing the disruption or outage, and shall use its best endeavours to rectify the fault within the shortest</p>		<p>notifications to Customers on planned and unplanned outages.</p>
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	possible time having regard to the circumstances.		
2.11 Notification to Customers of Planned and Unplanned Outages	*New*	<p>2.11.1 A Service Provider shall provide, at least, forty-eight (48) hours' notice to Customers prior to all planned or anticipated disruptions and outages including details such as:</p> <ul style="list-style-type: none"> (a) the date and time of the onset of the disruption or outage; (b) the estimated duration of the disruption or outage; (c) the services and service areas (including granular details of geographic locations, i.e., street names, where possible) that will be affected; and 	To provide more clarity on what Service Providers are required to do when notifying Customers of planned and unplanned outages and to detail the minimum reporting requirements.

		<p>(d) any applicable compensation or remedies available to affected Customers.</p> <p>2.11.2 A Service Provider shall immediately after becoming aware of an unplanned outage or disruption to any service caused by an event of Force Majeure or otherwise, notify all affected Customers including details such as:</p> <ul style="list-style-type: none">(a) the date and time of the onset of the disruption or outage;(b) the estimated duration of the disruption or outage;(c) the services and service areas that will be affected; and	
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		<p>(d) any applicable compensation or remedies available to affected Customers.</p> <p>2.11.3 A Service Provider shall restore service to Customers affected by disruptions or outages, whether planned or unplanned, within the shortest possible time having regard to the circumstances. Should restoration be delayed beyond 2 hours, the Service Provider will provide updates every two hours.</p> <p>2.11.4 A Service Provider shall notify Customers affected by planned or unplanned disruptions and outages to services through a minimum of three (3) mainstream communication channels that are accessible by a large segment of the affected population including, but not limited to:</p> <p>(a) e-mail;</p>	
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		<p>(b) local television broadcast announcements;</p> <p>(c) local radio broadcast announcements;</p> <p>(d) SMS;</p> <p>(e) publication on the Service Provider’s website and social media platforms.</p> <p>(f) publication in at least one newspaper with national circulation.</p>	
4.1 Disclaimers	*New*	4.1.5 If a Service Provider advertises a Service as ‘unlimited’, the Service Provider must provide clear and visible disclosures within the Advertisement about the existence of any limits and/or restrictions and clearly describe what the limits and restrictions are.	Consumers have complained to URCA that they were misled or felt they were misled by claims of a Service being ‘unlimited’. According to Consumers, they were not always made aware of a limit and/or restriction. As such, this proposed revision is to reinforce that Consumers must be made fully aware of all aspects of a Service and such information must be provided within the Advertisement.

<p>4.7 Unsolicited Text Messages</p>	<p>*New*</p>	<p>4.7.1 A Service Provider must include an opt-out option in every text message sent from the Service Provider to the Consumer that contains an Advertisement. The Consumer shall not be charged for using the opt-out option. In addition to the opt-out option via text message, a Consumer may also opt-out by calling or emailing the Service Provider.</p> <p>4.7.2 Once the Consumer has opted out of receiving text messages containing Advertisements by any of the methods in Part 4.7.1, the Service Provider must stop sending text messages containing Advertisements to the Consumer.</p> <p>4.7.3 A Service Provider may only resume sending text messages containing Advertisements to the Consumer after obtaining the Consumer’s written consent. For the avoidance of doubt, a Service Provider shall not send an unsolicited text message to the Consumer as a method of obtaining consent from a Consumer</p>	<p>Consumers regularly complain to URCA about receiving unsolicited text messages from Service Providers. As set out in section 47 of the Comms Act:</p> <p>“URCA may, by determination or regulation, regulate or prohibit the use of a network or carriage service to provide unsolicited communications in order to reduce or eliminate annoyance, inconvenience or anxiety.”</p> <p>As a result of Complaints, URCA deems it necessary to propose measures regarding unsolicited text messages containing Advertisements to address Consumers’ concerns. Presently, the Consumer must contact the Service Provider either by telephone call or email to stop receiving unsolicited text messages. In URCA’s view, an opt-out option via text message is a quicker and easier process that will alleviate the burden on the Consumer’s behalf in respect to the opt-out process.</p>
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		who previously opted out of receiving text message Advertisements.	
4.8 Inaccurate, Misleading and Deceptive Advertisements	*New*	<p>4.8.1 A Service Provider shall give full disclosure of the terms and conditions for all services offered, including promotional offerings, and shall not engage in any advertising which is inaccurate, misleading, or deceptive.</p> <p>4.8.2 URCA reserves the right to conduct own-initiative investigations and/or conduct investigation of complaints relating to suspected inaccurate, misleading and/or deceptive advertising.</p> <p>4.8.3 The following is a non-exhaustive list of activities of inaccurate, misleading and/or deceptive advertising:</p> <p>(a) A misleading product/service description regarding service accessibility, value, service quality, service coverage or availability, including the use of</p>	URCA considers it necessary to supplement Part 2.1.2 of the Regulations with specific obligations to protect Consumers from inaccurate, misleading, or deceptive advertising.

		<p>negative advertising (i.e., disingenuous claims targeted to maliciously affect the brand of competitive services).</p> <p>(b) A misleading billing/charging scheme where the advertised method of billing is not carried out by the Service Provider, or such scheme is altered without the knowledge of the customer.</p> <p>(c) Failure to publish end dates on temporary offers causing Customers to unknowingly use a particular service long after any introductory or incentive period has expired thereby incurring costs that would apply outside that period.</p>	
<p>6.4 Complaint Management Processes</p>	<p>6.4.5 A Service Provider shall advise Consumers of the proposed Resolution of their Complaint within thirty (30) Business Days</p>	<p>6.4.5 A Service Provider shall advise Consumers of the proposed Resolution of their Complaint within twenty (20) Business Days from the date the Complaint is received.</p>	<p>URCA considers thirty (30) Business Days from the date the Complaint is received to be excessively long for a Service Provider to advise Consumers of the proposed Resolution. URCA proposes to change the</p>

	from the date the Complaint is received.		timeframe to twenty (20) Business Days to be consistent with Part 6.4.7 (d) of the Regulations.
	6.4.6 Where a Service Provider has not resolved a Complaint within thirty (30) Business Days, the Service Provider shall immediately escalate the Complaint to URCA.	6.4.6 Where a Service Provider has not resolved a Complaint within twenty (20) Business Days, the Service Provider shall immediately escalate the Complaint to URCA according to the process set out in Part 6.4.10.	URCA considers thirty (30) Business Days to be excessive hence URCA proposes to shorten the timeframe to twenty (20) Business Days. Also, there was no process in place for the Complaint's escalation to URCA therefore URCA considers it necessary to provide details for this step in Part 6.4.10.
	6.4.9 In the event that a Service Provider has not resolved a Complaint to the Consumer's satisfaction, including use of any escalation process, within thirty (30) Business Days of receiving the Complaint, the Service Provider shall inform the Consumer that the Consumer may refer the Complaint to URCA.	6.4.9 In the event that a Service Provider has not resolved a Complaint to the Consumer's satisfaction, including the use of the Service Provider's internal escalation process, within twenty (20) Business Days of receiving the Complaint, the Service Provider shall immediately escalate the Complaint to URCA and inform the Consumer that the Complaint was escalated to URCA.	Consistent with previous Parts where URCA proposes to reduce the thirty (30) Business Day timeframe to twenty (20) Business Days. URCA also seeks to clarify and prevent confusion between the references to the Service Provider's internal escalation process and the escalation to URCA.
	New	6.4.10 In escalating the Complaint to URCA, the Service Provider shall:	The process of escalating the Complaint from the Service Provider to URCA in the existing Regulations is

		<p>(a) submit the complaint in writing to URCA's Corporate and Consumer Relations Department outlining the name and contact information of the Complainant, the ticket number of the Complaint, the nature of the Complaint and why the matter remains unresolved; and</p> <p>(b) inform the Complainant in writing that their complaint has been escalated to URCA.</p>	<p>vague and not explained. URCA's proposed revisions set out in detail the process and provide clarity.</p>
<p>Part 7 CUSTOMER QUALITY OF SERVICE</p>	<p>7.1.1 The Customer Quality of Service standards provided in these Regulations shall apply to all Service Providers determined by URCA to have Significant Market Power (SMP) in the</p>	<p>7.1.1 The Customer Quality of Service standards provided in these Regulations shall apply to all Service Providers in the provision of fixed voice, high-speed data services and connectivity, mobile services (voice, Short Message Service [SMS], and</p>	<p>Based on URCA's experience in Complaint handling, URCA is now of the view that all Service Providers should be required to provide a minimum Customer Quality of Service level that is not contingent upon the Service Provider having Significant Market Power (SMP) in the provision of the service. Similarly, Customers who pay for a service should be entitled to</p>

	<p>provision of fixed voice, high speed data services and connectivity, mobile voice and mobile data services and pay TV services, as appropriate.</p>	<p>mobile data) and pay TV services, as appropriate.</p>	<p>a minimum service quality level by virtue of paying for a Service.</p>
	<p>7.2 Obligations of SMP Service Providers</p> <p>7.2.1 An SMP Service Provider may, in addition to the standards set out herein, adopt additional Customer Quality of Service standards or parameters to determine its quality of service.</p> <p>7.2.2 Where an SMP Service Provider adopts additional Customer Quality of Service standards in accordance with Part 7.2.1, it shall notify URCA at least thirty (30) calendar days prior to</p>	<p>7.2 Customer Quality of Service Obligations of Service Providers</p> <p>7.2.1 A Service Provider may, in addition to the standards set out herein, adopt additional Customer Quality of Service standards or parameters to determine its quality of service.</p> <p>7.2.2 Where a Service Provider adopts additional Customer Quality of Service standards in accordance with Part 7.2.1, it shall notify URCA at least thirty (30) calendar days prior to the intended introduction of the standards.</p> <p>7.2.3 In addition to the publication of the additional Customer Quality of Service standards, Service Providers</p>	<p>As stated previously, URCA proposes to require all Service Providers to comply with the Customer Quality of Service standards in the Regulations instead of only SMP Service Providers. As such, URCA proposes to remove references to SMP to reflect that the obligations will apply to all Service Providers.</p>

	<p>the intended introduction of the standards.</p> <p>7.2.3 In addition to the publication of the additional Customer Quality of Service standards, SMP Service Providers shall establish and publish the levels of compensation and refunds payable to Customers if the Customer Quality of Service standards adopted by SMP Service Providers and the Customer Quality of Service standards set out herein are not met by the SMP Service Providers. It is accepted that compensation is not meant to penalise Service Providers or to unjustly enrich Customers. As far as possible, Customers are to be placed in the same</p>	<p>shall establish and publish the levels of compensation and refunds payable to Customers if the Customer Quality of Service standards adopted by Service Providers and the Customer Quality of Service standards set out herein are not met by the Service Providers. It is accepted that compensation is not meant to penalise Service Providers or to unjustly enrich Customers. As far as possible, Customers are to be placed in the same position they were in prior to the breach.</p> <p>7.2.4 Compensation and refund packages may be monetary or non-monetary and may take the form of rebates, waivers, free activation, etc., as URCA considers appropriate. Within three (3) months of the coming into effect of these Regulations, Service Providers shall submit to URCA for review and approval the levels of compensation and refunds payable to Customers under Part 7.2.3 prior to any proposed publication thereof.</p>	
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	<p>position they were in prior to the breach.</p> <p>7.2.4 Compensation and refunds packages may be monetary or non-monetary and may take the form of rebates, waivers, free activation, etc., as URCA considers appropriate. Within three (3) months of the coming into effect of these Regulations, SMP Service Providers shall submit to URCA for review and approval the levels of compensation and refunds payable to Customers under Part 7.2.3 prior to any proposed publication thereof.</p> <p>7.2.5 An SMP Service Provider shall, before it concludes a contract with a Customer, provide to</p>	<p>7.2.5 A Service Provider shall, before it concludes a contract with a Customer, provide to that Customer clear and up-to-date information on its Customer Quality of Service standards, including those standards set out herein, and levels of compensation and refunds payable if the Customer Quality of Service standards are not met by the Service Providers.</p> <p>7.3 Record Keeping</p> <p>7.3.1 A Service Provider shall retain Customer Quality of Service data as well as all measurements and related records for a minimum period of eighteen (18) months after the end of the reporting period or until such time as URCA shall direct.</p> <p>7.4 Reporting to URCA</p> <p>7.4.1 Each Service Provider shall submit to URCA on a quarterly basis a report on its achievements for each of the Customer Quality of Service standards</p>	
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	<p>that Customer clear and up-to-date information on its Customer Quality of Service standards, including those standards set out herein, and levels of compensation and refunds payable if the Customer Quality of Service standards are not met by the SMP Service Providers.</p> <p>7.3 Record Keeping</p> <p>7.3.1 An SMP Service Provider shall retain Customer Quality of Service data as well as all measurements and related records for a minimum period of eighteen (18) months after the end of the reporting period or until such time as URCA shall direct.</p>	<p>set out in the Schedule to these Regulations for the last reporting quarter.</p> <p>7.4.2 Service Providers shall submit the report referred to in Part 7.4.1 to URCA within ten (10) Business Days after the end of each quarter.</p> <p>7.4.3 Where a Service Provider has not attained the standards set out in the Schedule hereto, the Service Provider shall state the reasons therefore and the time period within which it shall attain the required Customer Quality of Service standards.</p>	
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	<p>7.4 Reporting to URCA</p> <p>7.4.1 Each SMP Service Provider shall submit to URCA on a quarterly basis a report on its achievements for each of the Customer Quality of Service standards set out in the Schedule to these Regulations for the last reporting quarter.</p> <p>7.4.2 SMP Service Providers shall submit the report referred to in Part 7.4.1 to URCA within ten (10) Business Days after the end of each quarter.</p> <p>7.4.3 Where a SMP Service Provider has not attained the standards set out in the Schedule hereto, the SMP Service Provider shall state the reasons therefore and the time</p>		
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	period within which it shall attain the required Customer Quality of Service standards.		
8. Compliance Framework	8.1.1 All Service Providers must implement and comply with the obligations applicable to them provided for in these Regulations within six (6) months of the coming into effect of these Regulations.	8.1.1 All Service Providers must comply with the obligations applicable to them provided for in these Regulations. For any new obligations that are added to these Regulations or any existing obligations that are newly applied to a Service Provider, the Service Provider must implement and comply with the obligations applicable to them within ninety (90) days of the coming into effect of these Regulations.	The existing Regulations were written and published at a time when no other Consumer Protection Regulations were in place. The proposed revision clarifies the actions that Service Providers must take for both existing Regulations that will remain in place and any new Regulations that are imposed. Furthermore, in URCA's view, six (6) months is excessively long for new Regulations to be implemented especially considering that Service Providers are already familiar with the existing Regulations. As such, URCA proposes to reduce the timeframe for Service Providers to comply to ninety (90) days.
	8.1.3 (a) submit a first Consumer Protection Regulations Compliance Statement to	8.1.3 (a) submit a first Consumer Protection Regulations Compliance Statement to URCA which has been endorsed by the chief executive officer or other	As stated previously, in URCA's view, six (6) months is excessively long for new Regulations to be implemented especially considering that Service Providers are already familiar with the existing Regulations. As such, URCA proposes to reduce the timeframe for Service Providers to comply to ninety (90) days.

	<p>URCA which has been endorsed by the chief executive officer or other executive officer of the Service Provider within six (6) months of the publication of these Regulations on URCA's website and then quarterly thereafter within one (1) month after the end of each quarter;</p>	<p>executive officer of the Service Provider within ninety (90) days of the publication of these Regulations on URCA's website and then quarterly thereafter within one (1) month after the end of each quarter;</p>	
<p>10.1 Monitoring</p>	<p>(a) Complaints Handling</p> <p>10.1.1 URCA shall maintain a Complaints handling database to record and monitor the following information in respect of Consumer and industry</p>	<p>(a) Complaints Handling</p> <p>10.1.1 URCA shall maintain a Complaints handling database to record and monitor the following information in respect of Consumer and industry Complaints arising under these Regulations.</p>	<p>URCA does not consider the recording of the number of Complaints determined to be outside of the scope of these Regulations to be an efficient use of time and resources therefore URCA proposes to remove this item.</p>

	<p>Complaints arising under these Regulations.</p> <p>(i) number of Complaints by subject matter;</p> <p>(ii) number of Complaints lodged by Consumers and against Service Providers;</p> <p>(iii) number of Complaints determined by URCA to be outside the scope of these Regulations and the reasons for matters being registered as such.</p>	<p>(i) number of Complaints by subject matter; and</p> <p>(ii) number of Complaints lodged by Consumers and against Service Providers.</p>	
<p>10.8 Investigations, Complaints Handling and Sanctions by URCA</p>	<p>10.8.4</p> <p>(i) suspend or revoke the Service Provider's licence under section 109</p>	<p>10.8.4</p> <p>(d) suspend or revoke the Service Provider's licence under section 109 of the Communications Act.</p>	<p>To correct the numbering from 10.8.4 (l) to 10.8.4 to (d).</p>

	of the Communications Act.		
SCHEDULE: Customer Quality Standards	The following Customer Quality of Service Standards shall apply to Service Providers that have been determined to have SMP in the provision of fixed voice, high speed data services and connectivity, mobile voice and mobile data services and pay TV services.	The following Customer Quality of Service Standards shall apply to all Service Providers who provide fixed voice, high speed data services and connectivity, mobile services (voice, Short Message Service [SMS], and mobile data), and pay TV services.	As stated previously, URCA proposes to require all Service Providers to comply with the Customer Quality of Service standards in the Regulations instead of only SMP Service Providers. As such, URCA proposes to remove references to SMP to reflect that the obligations will apply to all Service Providers.
	APPROVAL OF APPLICATION FOR SERVICE This Standard refers to the time that it should take for a Service Provider to approve a completed application for service from the date of submission of the	APPROVAL OF APPLICATION FOR SERVICE This Standard refers to the time that it shall take for a Service Provider to approve a completed application for service from the date of submission of the application through to the applicant's payment of a security deposit and (if necessary) the Service Provider completing a customer credit	URCA proposes to revise the word 'should' to 'shall' to be consistent with other Parts of the Regulations.

<p>application through to the applicant's payment of a security deposit and (if necessary) the Service Provider completing a customer credit verification process and confirming for itself whether the relevant service is available in the applicant's area.</p>	<p>verification process and confirming for itself whether the relevant service is available in the applicant's area.</p>	
<p>SERVICE ACTIVATION AFTER APPROVAL</p> <p>This Standard refers to the time it should take between approval of an application for service and the actual provision of the service.</p> <p><u>Fixed Voice</u></p> <p>Customers in New Providence and Grand</p>	<p>SERVICE ACTIVATION AFTER APPROVAL</p> <p>This Standard refers to the time it shall take between approval of an application for service and the actual provision of the service.</p> <p><u>Fixed Voice</u></p> <p>Customers in New Providence and Grand Bahama – No more than two (2) Business Days.</p>	<p>URCA proposes revised targets for this standard which will allow customers on the various islands to receive services within the shortest time possible after having received approval of an application by a Service Provider. URCA also proposes to revise the word 'should' to 'shall' to be consistent with other Parts of the Regulations.</p>

	<p>Bahama – No more than five (5) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than six (6) 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>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 five (5) Business Days.</p>	<p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than four (4) Business Days.</p> <p>Customers in all other islands – No more than six (6) Business Days.</p> <p><u>Mobile Voice and Mobile Data</u></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 two (2) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than three (3) Business Days.</p> <p>Customers in all other islands – No more than five (5) Business Days.</p> <p><u>Pay TV</u></p>	
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	<p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than six (6) 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 five (5) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than six (6) Business Days.</p> <p>Customers in all other islands – No more than seven (7) Business Days.</p>	<p>Customers in New Providence and Grand Bahama – No more than three (3) Business Days.</p> <p>Customers in Abaco, Eleuthera, Exuma and Andros – No more than five (5) Business Days.</p> <p>Customers in all other islands – No more than six (6) Business Days.</p>	
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<p>CONSUMER COMPLAINT RESOLUTIONS</p> <p>This refers to the time period for a Service Provider to resolve Complaints received from Consumers.</p> <p>All complaints are to be resolved within thirty (30) Business Days of receipt.</p>	<p>CONSUMER COMPLAINT RESOLUTIONS</p> <p>This refers to the time period for a Service Provider to resolve Complaints received from Consumers.</p> <p>All complaints are to be resolved within twenty (20) Business Days of receipt.</p>	<p>URCA considers the timeframe of thirty (30) Business Days in which a Complaint must be resolved by a Service Provider to be lengthy and therefore proposes to reduce the timeframe to twenty (20) Business Days to provide a timelier resolution.</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>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, specifically the</p>	<p>URCA proposes to reduce the timeframe to two (2) working hours for reconnection where wrongful disconnection occurs. URCA considers the previous target of four (4) hours to be an extensive period for consumers to be deprived of service due to the Service Provider’s error.</p>

<p>This Standard is not applicable where disconnection occurs as a result of an overdue amount, specifically the Service Provider's non-acknowledgement of payment.</p> <p>Reconnection within four (4) working hours of notification.</p>	<p>Service Provider's non-acknowledgement of payment.</p> <p>Reconnection within two (2) working hours of notification.</p>	
<p>RECONNECTION AFTER DISCONNECTION FOR NON-PAYMENT</p> <p>This Standard refers to the timely reconnection of a Customer's Service after payment of an overdue amount following notification of the payment to the Service Provider, where appropriate, and the Service Providers'</p>	<p>RECONNECTION AFTER DISCONNECTION FOR NON-PAYMENT</p> <p>This Standard refers to the timely reconnection of a Customer's 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>URCA proposes to reduce the timeframe to four (4) working hours for reconnection of a Customer's Service. URCA considers the proposed timeframe to be appropriate to provide a timely reconnection.</p>

	acknowledgement of receipt of payment. Reconnection of the Service should occur within eight (8) working hours of acknowledgement of payment.	Reconnection of the Service should occur within four (4) working hours of acknowledgement of payment.	
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4. Conclusion and Next Steps

In Section 3 of this document, URCA presented its proposed revisions to the Consumer Protection Regulations for the electronic communications sector along with the accompanying justifications.

URCA invites comments on this consultation document on or before **19 October 2023**. URCA will then consider the comments received and issue the Statement of Results along with the finalised Regulations.