



REPUBLIC OF LEBANON
**TELECOMMUNICATIONS
REGULATORY AUTHORITY**

Consumer Affairs Regulation

19 June 2009

1. PURPOSE AND SCOPE OF THE REGULATION

1.1. Background

1. This Consumer Affairs Regulation ("this or the Regulation") is issued by the Telecommunications Regulatory Authority of the Republic of Lebanon (the Authority) following a consultation process. This Regulation is designed to provide potential and current stakeholders in the telecommunications sector with clear and concise explanations of the Authority's actions relating to protecting consumers in the telecommunications market.
2. This Regulation is a binding document that states the official policies and procedures of the Authority. It may be subject to review and amendment following applicable consultation and issuance processes. Such review and amendment may be undertaken periodically and as deemed necessary by the Authority in light of the development of the Lebanese telecommunications markets, changes to Lebanese national laws affecting the telecommunications sector, or other factors.

1.2. Legal Basis

1.2.1 Telecommunications Policy

3. The Government of Lebanon, having determined to transform the telecommunications sector in Lebanon from a state-owned monopoly to a competitive market, open to private participation, the Telecommunications Law was promulgated to achieve this aim.

1.2.2 The Authority's Mandate under the Telecommunications Law

4. The Authority is concerned about protecting Consumers and ensuring the respect of their Personal Information;
5. The Authority, in making this Regulation, had regard, among other to international best practices for the regulation and management of Telecommunications Services, as well as the Lebanese Constitution, general principles of law and other applicable laws and regulations such as the Telecommunication Law and, Decree No 14264 dated 4 March 2005 (the "Administrative and Financial Regulation"), and the Consumer Protection Law - Law No. 659 of February 4, 2005
6. In particular, the Authority had regard, to the following provisions of the "Telecommunications Law"
 - Article 28 (3) of the Telecommunications Law stating that in the interest of consumer protection, the TRA may impose prices and tariffs on Service Providers if it becomes aware of monopoly pricing.
 - Article 43 (1) of the Telecommunications Law stating that the Authority shall have the power to resolve, based on complaints

filed with it, disputes arising between Service Providers or between Service Providers and their customers, or the users of their services.

- Article 5 (1/K) of the Telecommunications Law stating that the Authority shall be responsible for assisting educational and health care institutions in the implementations of their programs by the use of telecommunications services, and to facilitate the access of disabled persons to telecommunication services.

1.3. Interpretation

7. Individual clauses containing the word “will,” when applied to the Authority, refer to its current intention as to how it will approach the matter referred to.

Note (This note is provided herein as part of the translation for clarification purposes. This note is not in the Arabic version given that the Arabic language does not require such clarification):

- a) Individual clauses containing the word “will” are mandatory requirements and are binding on licensed providers of Telecommunications Services.
- b) Individual clauses containing the word “may” are permissions or recommendations (depending on the context) to providers but are not mandatory.

1.4. Purpose of the Regulation

8. The principal purpose of this Regulation is to provide guidance, and accurate and adequate information to consumers of telecommunications services so that they make informed choices in choosing the best service for them;
9. This Regulation describes processes designed to ensure that all Service Providers treat consumers fairly and in a non-discriminatory manner.
10. This Regulation applies to all Service Providers in Lebanon.
11. This Regulation will be posted on the Authority’s website and will enter into effect on the date of its publication in the Official Gazette.

2. DEFINITIONS

12. Terms defined in the Telecommunications Law will have the same meaning when used in this Regulation. Unless otherwise defined and unless the context requires otherwise, any word, phrase or expression used in this Regulation will have the meaning given to it in the Telecommunications Law. In the event of conflict or ambiguity between the terms defined herein and the terms defined in a License or in the Telecommunications Law, the following order of precedence will apply:

- First, the Telecommunications Law,

- Second, this Regulation, and
- Third, the Service Provider License.

In this Regulation, the following terms shall have the corresponding meanings:

"Authority": The Telecommunications Regulatory Authority of Lebanon established by virtue of the Telecommunications Law.

"Authority's Board": The Authority's Chairman and members.

"Basic Telephony Services": Providing a Domestic Telecommunications Service for the transmission of a fixed two-way or multi-way real-time fixed voice telephone service through the Public Telecommunications Network.

"Chairman": The Chairman of the Authority.

"Customer" "Consumer" or "Subscriber": A Person who receives Telecommunications Services and pays the corresponding fees for a certain period of time by virtue of an agreement, that he enters into or accepts the terms thereof, set forth by a Service Provider.

"Consumer Protection Law": Law No. 659 of February 4, 2005 related to consumer protection.

"Directory": A guide (electronic or printed) issued by a Service Provider on a periodical basis which includes entries by names of Customers showing the corresponding telephone numbers of each listed Customer provided that said Customer has agreed in advance to having his name and related information included in the Directory as per the provisions of this Regulation.

"License": The authorization duly granted by the Authority to provide Telecommunications Services and/or the use of radio frequency spectrum.

"Licensee": A Person holding a valid and effective License duly granted by the Authority.

"Members": Individuals appointed to the TRA by the Council of Ministers.

"Person": A natural or legal person having legal personality.

"Personal Information": Private information and records relating to a Customer leading to identify such Customer, such as his identity, address or telephone number and/or traffic and billing data and/ or other personal information.

"Public Consultation Process": The process defined by the Authority and Published on the Authority's website on June 8th, 2007.

"Public Telecommunications Services": Telecommunications Services which are available in general and provided to the public or to a group of persons, including Basic Telephony Services.

"Publish" (concerning a Service Provider): Unless otherwise expressly stated, Publish means: the posting of the relevant information on the website of the concerned Service Provider, and placing a copy of such information in a place accessible to the public inside each main office related to the concerned Service

Provider and in such a manner that it is readily available for inspection by the public, free of charge during the working hours of the Service Provider, as well as sending a copy of such information or parts thereof to any concerned Person upon its request at a reasonable price as per the terms and conditions of this Regulation.

“Regulation”: The present Consumer Affairs Regulation.

"Service Provider": A Person who provides, directly or indirectly, Telecommunications Services

"Service Provider with Significant Market Power": A Service Provider that, due to his control of essential facilities or his position in the market, has the ability to affect in practice the subscription terms related to prices and supply in a specific Telecommunications Services market. Essential telecommunications facilities means a Public Telecommunications Service or infrastructure that is provided exclusively or predominantly by one or a small number of Service Providers and that cannot be feasibly dispensed with, economically or technically, to provide the service.

"Telecommunications Law": Law 431 dated 22 July 2002;

"Telecommunications Services": The transmission and/or routing of information or the combination of the two functions by wires, radio signals, optical means, electromagnetic systems or any other method, as well as providing the necessary infrastructure for that purpose. For the avoidance of any doubt, Telecommunications Services shall include, but shall not be limited to, Value Added Services.

"User": Any Person using a Telecommunications Service, whether or not paying for such a service.

"Value Added Services": Services characterized by:

- a) Adaptation in the form, content, code, protocol or any other representation of the data transmitted by a Subscriber or User through the telecommunications Network without changing their content.
- b) Provision of data to a User or Subscriber including re-composition of data transmitted by them; or
- c) Provision of stored data for interaction with a User or a Subscriber.

"Working Day": any day other than a Saturday and Sunday and a day which is considered an official holiday by the public sector in Lebanon.

2.1. Application of Regulation

13. This Regulation applies to all Service Providers offering Telecommunications Services in Lebanon except where the Regulation expressly states otherwise.

2.2. Compliance

14. Service Providers licensed before the issuance date of this Regulation shall comply with its provisions within a period of ninety (90) days of the Regulation coming into force. Service Providers licensed after the issuance date of this Regulation shall comply with its provisions within a period of ninety (90) days of the License effective date.
15. Service Providers that have Significant Market Power shall comply with such provisions of this Regulation applicable to them within a period of ninety (90) days as of the date the Authority has declared them as having Significant Market Power.
16. The Authority may, at its own discretion and without prejudice to the applicable laws and on a case by case basis, grant exceptionally a specific Service Provider an additional period to comply with specific areas/ aspects/ provisions/ of this Regulation.
17. The concerned Service Provider shall to such end submit to the Authority a written request evidencing the presence/ occurrence of substantial grounds, beyond its control, preventing it from complying with some provisions of this Regulation, and specifying the areas and the extension period requested for a full and complete compliance. Such request shall be made no later than forty (40) days as of the date of issuance of the Regulation for Service Providers licensed before such date, and forty (40) days as of the date of issuance of the License for Service Providers licensed after issuance of the Regulation.

In all events the above mentioned written request does not grant the requesting party any right to obtain such extension given that the Authority has sole discretion to decide whether or not to grant the requested extension.

18. In cases where the Authority decides to grant the Service Provider an extension, such decision shall be duly published in the Official Gazette as well as on the Authority's website together with details relevant to the requesting Service Provider and the ending date of the extension period.

3. CONDITIONS OF SERVICE

3.1. Principle of Non-Discrimination

19. Unless otherwise expressly authorized by the Authority, Service Providers with Significant Market Power shall offer all Customers within a same segment the same terms of service without any discrimination. The principle of non-discrimination may not be violated unless objective grounds related to differences in conditions of service supply justify such difference and provided that the Authority's prior approval is obtained. The differences in conditions of service supply consist but are not limited to the different costs or shortage of available facilities or resources.

20. Service Providers shall not, regarding the tariffs or other applicable terms or otherwise, show preference to or discriminate a particular Person or group of Persons based on race, sex, class, religion or sect.

3.2. User Communications & Obligation of Confidentiality

3.2.1 User Communications

21. Subject to compliance with applicable laws, Service Providers shall take all reasonable measures:
 - to ensure the confidentiality of User communications
 - not to alter or modify or interfere with User communications

3.2.2 Personal Information

22. Consumers and Users have the right to personal privacy and the right to have protection from unauthorized use of their records and Personal Information.
23. Subject to applicable laws, all Service Providers shall observe and respect Users' rights and shall maintain the confidentiality of the following information and shall protect such information, and shall refrain from disclosing, transferring or using such information, in any way whatsoever:
 - a) Personal Information and other confidential information and records obtained from any User by the Service Provider in the course of their business; or
 - b) Information regarding usage of a licensed network or a licensed service; or
 - c) Information received or obtained in connection with the operation of a licensed network or the provision of a licensed service.
24. Subject to applicable laws, Service Providers may not disclose any Personal Information or calling patterns relating to a Consumer unless the Consumer's express and specific consent is given in advance and in writing.

3.2.3 Call Barring services

25. Consumers shall be given the right to control their calls by being provided with a call barring service by Service Providers as a supplementary charged service.

3.3. Pricing

26. Prior to offering a service or product to Consumers, Service Providers shall disclose in writing expressly and clearly, to the Consumer requesting such service or product, the following information at minimum, in addition to all other information required by the Consumer Protection Law:
 - a) All prices that may apply, including deposits and pre-payments;
 - b) Nature of services specifically covered by the said prices;

- c) The value of each price element;
 - d) The frequency of billing and date of payment or the circumstances that might cause billing and payment due;
 - e) The circumstances under which the price may vary during the period of validity of the contract and the minimum period of notice that shall be given before any price increase;
 - f) Any other applicable conditions or restrictions; and
 - g) All compensation to the Customer, refund, or other arrangements that may apply if the Service Provider does not meet its commitments (e.g. Quality of Service)
27. Where a service is packaged with another service or product, Service Providers shall inform Consumers of the price to be paid if they obtain that service or product from that Service Provider separately in addition to any additional conditions or restrictions that may apply.
28. Without prejudice to any obligation/ provision provided for in the License or to any regulation issued by the Authority including the “pricing regulation” once Published, all Service Providers shall notify Consumers in a clear language and formulation, of the following events either individually or by Publishing the relevant information or by both means, at least twenty-eight (28) days prior to:
- a) Any price increase;
 - b) Any change that may cause a price increase or that may have an effect that is equivalent to the price increase;
 - c) Any change in the terms and conditions of the service or services that they receive.
- The said notification and Publishing obligation shall not be applicable in the event of price decrease and any price decrease shall become effective without prior notification to the consumer with the obligation to abide by the “pricing regulation” and other applicable laws and regulations.
29. Full terms and conditions as well as prices shall be communicated to all new Customers prior to the provision of any service and prior to the signature of any contract requiring the provision of the service to them.
30. All Service Providers shall ensure that prices for premium rate or prices for value-added services shall be clearly stated in a visible, readable and clear manner wherever the service is advertised, including print and broadcast media.
31. All Service Providers shall maintain on their website updated details of the services that they provide to the public, the prices that they charge for these services and the charging methods as well as a copy of their standard terms and conditions for every service.

3.4. Billing

32. Service Providers shall issue, free of charge, bills which are:

- a) In compliance with the Consumer Protection Law and all other applicable laws and regulations;
- b) Clear, establishing checkable charges and in a format that can be easily compared with Published prices;
- c) Complete so as Customers can confirm or challenge calls, payments and late charges;
- d) Detailed so as to contain a list of all calls made and services used, including Value Added Services made and/or used by the Customer, and which includes as well the following minimum information: the number called, the date of the call, the start time, the duration and the price of the call (indicating whether pricing is per minute, per second, per usage, or per capacity); and
- e) Itemized so as to show national and international usage, monthly subscription fees, premium rate or Value Added Services charges, Internet subscription and usage fees, packet-switched data services and Directory assistance fees.

33. Service Providers may offer online itemized bill display, bill downloads and electronic bill payment, provided that such services can only be accessed in a secure manner so as to protect the content from unauthorized access from Persons other than the Customer.

34. Billing records shall be kept by the Service Providers for no less than ten (10) years.

3.5. Obligations of Service Providers concerning Consumer Complaints

35. All Service Providers shall seek to amicably resolve any complaint received from their Customers, and shall establish a procedure to deal with such complaints in accordance with the provisions of the present Regulation and all other applicable laws and regulations, and shall make public and Publish such procedure and other applicable measures in this respect.

36. Service Providers shall file on the 20th of every month (or, if such date is not a Working Day, the following Working Day) a report of complaints to the Authority, setting out the number of complaints received, the general nature of the said complaints, the number of complaints resolved and the number of complaints pending.

3.6. Suspension and Termination

37. Service Providers may suspend or terminate the service provided to a specific Customer in accordance with clause 38 below, in case the Customer:

- a) Fails to pay the Service Provider any sum related to the service to be terminated or suspended, provided that the Customer has already been correctly invoiced and billed and requested to make any payment in respect thereof and for which no complaint has been filed in accordance with the provisions of this Regulation;
 - b) Fails to provide or maintain the required financial guarantee when duly required to do so;
 - c) Fails to comply with terms of a deferred payment;
 - d) Repeatedly fails to provide the Service Provider with reasonable and practical entry and access to a service location;
 - e) Uses the Provider's Services in violation of the acceptable use policy of the service;
 - f) Interferes with the Service Provider's equipment;
 - g) Provides information or makes representations to the Service Provider that are untrue, false, misleading or inaccurate; and
 - h) Offers or gives any gift or consideration of any kind to any officer, employee, agent or contractor of the Service Provider as an inducement or reward in connection with the provision of any service or telecommunications equipment.
38. In any case in which a Service Provider seeks to suspend or terminate a service on the grounds set out in the clause above or on the grounds that the Customer has breached any of the terms or conditions stated in the Customer service contract, the Service Provider shall first:

Notify the Customer in writing no less than fourteen (14) days prior to said suspension or termination;

- And shall give the Customer a reasonable opportunity to remedy the breach, every time it is possible;
 - The Service Provider may not suspend or terminate the service unless the Customer has failed to remedy such situation.
39. Service Providers intending to discontinue provision of a specific Telecommunications Service to Consumers in general, must give reasonable prior notice to all affected Consumers. In such cases, the Service Provider must take all reasonable steps to avoid any service interruption to the affected Consumers, and must comply with any requirement in this respect specified by the Authority. Where possible, those steps may include giving Consumers the option to transfer the service to another Service Provider specified by the Service Provider terminating the service or to another Service Provider chosen by the Consumer. In case a Consumer has made an advanced payment for services that the Service Provider has later decided to discontinue the operation or the provision thereof, or if the service transition to another Service Provider is not successful, the Service Provider terminating the service must allocate a proportionate share of the advanced payment for refund to the Consumer.

The Service Provider declared by the Authority as having Significant Market Power in a relevant market related to the service intended to be discontinued, may not

discontinue such service unless the said Service Provider receives from the Authority a prior written approval to do so, with or without conditions.

The Authority may grant such approval in case it considers that there is no reasonable demand for such service or there are such other reasons so that the Authority deems reasonable/convincing for the service to be discontinued.

40. If the Consumer so requests, the Service Provider shall suspend a specific service for a specific period provided that the Consumer pays the applicable charges for suspending the service during that period.
41. Should the Consumer cancel the service subscription immediately after the date on which the service becomes available, the Consumer shall be liable to the Service Provider for the installation charges applicable to that service.
42. The Consumer who terminates a service with a Service Provider after the minimum contract period must pay all charges due for the service provided by that Service Provider up to the date when the service is actually terminated.
43. Consumers are not obliged to pay any remaining minimum charges if the Service Provider has been notified that the Consumer's premises have been destroyed or severely damaged for reasons relating to force majeure.
44. In the event of Consumer's death, the Consumer's legal heirs shall have the right to choose within forty (40) days from the date of death between transferring the service to one of them without prejudice to the Service Provider's rights and dues, which shall be borne by the transferee/ Person to whom the service was transferred, or cancelling the service by notifying the Service Provider of the rejection of their right of service transfer. Should the Consumer's legal heirs fail to notify the Service Provider of their will to reject the service transfer, they are deemed to have accepted the service transfer on the same terms and conditions that were accepted by the Consumer prior to his death.

3.7. Service Transfer

45. Consumer shall have the right to request the transfer of a specific service from one physical location to another, as long as the Service Provider is capable of responding to the request. Where applicable the Service Provider may charge an appropriate fee for this transfer.
46. Consumer shall have the right to transfer a service to another Person who meets the Service Provider's conditions. The transferee will bear all the transferor's financial obligations due to the Service Provider.

4. Terms of Services and contact details

4.1. Terms of Services

47. Service Providers shall:

- a) Issue a Terms of Services meeting the minimum criteria specified in this Regulation and other applicable laws and regulations;

- b) Issue their Terms of Services at least in Arabic;
 - c) Write their Terms of Services in a way that is easy for the general public to understand;
 - d) Make the Terms of Services available on their website and in printed format for public reference; and all Service Providers shall offer a copy of Terms of Services to the Consumer upon its request.
48. Service Providers may request civil society and groups to become channels for disseminating information relating to the Terms of Services All Service Providers shall regularly review their Terms of Services in order to ensure compliance with this Regulation and any other applicable laws and regulations including but not limited to regulations issued by the Authority.
49. The Authority may require that a Service Provider amends its Terms of Services in such a manner as the Authority may prescribe either as a result of complaints received or by the Authority's own initiative.
50. Service Providers may solicit the opinion of stakeholders in telecommunications or any other related sector during reviews of their Terms of Services .All Service Providers may communicate to their Customers or prospective Customers a brief note introducing the company and stating its object as well as the products and services it provides. Service Providers may include information on the general business philosophy of the company and the underlying approach towards Consumers.

4.2. Contact details

51. Service Providers shall provide Consumers with a number of means to contact them.
52. With respect to allowing Consumers to contact them, Service Providers shall provide Consumer with the following information:
- Their headquarter address, customer care telephone number and e-mail address; and
 - Their website address.
53. Service Providers shall provide a contact number and postal address to ensure that their Consumers will have access to them. Calls using such numbers shall not cost more than the cost of one local call unless the Service Provider is under the obligation to ensure a free toll or reduced price hotline as per the terms and conditions of the License or the service terms of the said Service Provider.
54. Service Providers shall provide to Consumers, upon request, contact details of telecommunications organizations, including, but not limited to the Authority and the Ministry of Telecommunications, as well as some Consumer protection organizations.

4.3. Services offered

55. Upon request, Service Providers shall provide information on all offered services including, but not limited to:

- a) How Consumer may obtain further information on services;
- b) How Consumer can obtain and access services and;
- c) The terms, conditions and detailed prices of the services they offer.

4.4. Customer services

56. Upon request Service Providers shall provide a printed and/or electronic statement that includes, but is not limited to, information on:

- a) Available Consumer services;
- b) Offered guarantees, commitments, and levels of services;
- c) Ways of terminating or restoring services;
- d) Reconnection (after having been away or having re-joined);
- e) Pricing (including how Consumers can receive full tariff information);
- f) Billing, including:
 - Billing timeframes and cycles;
 - Payment options (e.g. cash, credit card, or any other option);
 - Itemization of charges;
- g) The suspension and termination process in cases of non-payment; and
- h) The process to be followed by a Consumer to file a complaint with the Service Provider
- i) The process to be followed by a Consumer to include his/her name and his/her related information in the Directory.

4.5. Information about Consumer Rights

57. All Service Providers shall Publish information related to Consumers rights and obligations. Such information shall also be made available directly to Consumers upon request and shall include but is not limited to:

- a) Rules related to Personal Information confidentiality and confidentiality of User communication;
- b) Basic terms of service;
- c) Services for the disabled and elderly Customers;
- d) Consent procedure for Directory entry when applicable and the possibility for the Consumer to exclude or remove the Consumer's Personal Information from a Directory at any time, and the process to be followed for such possibility;

- e) Rules of call barring and;
- f) Consumer's right to file a complaint with the Service Provider.

4.6. Information for protection of vulnerable groups

58. All Service Providers shall Publish upon request in an electronic and/or printed format all information concerning the protection, support, and services that are offered for vulnerable groups including but not limited to minors, disabled and elderly Consumers.

5. SERVICES

5.1. Emergency Services

59. Service Providers who are required by the terms of their License or by regulation to offer access to Emergency Services, shall provide a specific Telecommunications Service to which any member of the public may access, at any time and without incurring any charge or using any coin or other token, by means of any terminal equipment lawfully connected to a telecommunications network and capable of transmitting and receiving unrestricted two way voice telephony services as well as to communicate with any of the emergency organizations for the purpose of notifying such organization of an emergency.

60. Emergency Services shall include at least local emergency service organizations such as police, ambulance, Red Cross or Red Crescent, fire service and civil defense services and such other services as determined by the Authority in this Regulation or in any other regulation.

5.2. Directories

61. Service Providers holding a Basic Telephony Services License and/or a mobile telephony Services License or who are required by the terms of their License or by applicable regulation to offer a Directory service shall:

- make publicly available a free online Directory on their respective website as per this Regulation;
- provide a daily 24 hour telephone Directory assistance and on a pay basis. Noting that such assistance will be humanly operated during official working hours. ;
- make at least one hard copy freely available for public use inside their offices and points of sale;
- subject to the Authority prior approval, provide an optional home delivery service of hardcopy Directories at a reasonable price provided that the hard copy Directory is also offered at a reasonable price.

62. In addition to the above, Service Providers with Significant Market Power in a relevant market shall make at least one hard copy freely available for public use inside their offices and points of sale. Such Service Providers shall, subject to the Authority prior approval, provide optional home delivery service of hardcopy directories at a reasonable price; provided that the hard copy Directory is also offered at a reasonable price.
63. All Directories (electronic and printed) shall include the address of the department to be contacted for Consumer complaints as stated in the Service Provider's terms of service as well as the stages of recourse, all in an easy and comprehensible way. And each Directory shall include at least the following information:
- a) The nature of information provided in User listings and rules for having the Personal Information excluded or removed in accordance with this Regulation;
 - b) The procedure for the correction of wrong entries;
 - c) The procedure to be followed by Consumers wishing to file a complaint.
64. Subject to the provisions of the published Terms of Services, Service Providers shall make available non-confidential Customer information, to other Service Providers for purposes of providing Directories to their own Customers. This obligation is without prejudice to the issue of cost, if any, as between Service Providers for offering or making available to each other these information or services. Such received information shall be used by Service Providers only for creating and providing Directories and Directory related services in accordance with this Regulation and applicable rules and provisions.
65. Once this Regulation enters into force, Service Providers shall obtain from their Consumers having post-paid subscriptions, written approval prior to mentioning their names in the Directory or any information relating to them. Concerning Consumers existing prior to the date of this Regulation's entry into force and whose information had been previously included in a public Directory prior to the date of this Regulation, Service Providers shall at all times provide them with the opportunity to exclude and amend their Personal Information from the Directory, at no cost as per this Regulation.
66. In any event, Service Providers shall provide their Consumers at all times with the opportunity to exclude and amend their Personal Information from the Directory, at no cost as per this Regulation. Such opportunity shall be clearly brought to the Consumer's attention in the terms and conditions of the relevant Service Provider's contract. Such opportunity shall also be clearly mentioned in the Directory of the relevant Service Provider.
67. Upon request of the Consumer either by writing, calling the customer care, or through electronic means, Service Providers shall duly remove, modify, update Consumer Personal Information from future revisions of Directories (online Directory and/or hard copy), and shall so notify other Service Providers to whom they have supplied the information. In turn these other Service Providers must remove Consumer Personal Information from their Directories.
68. The Directory provided by the Service Provider is strictly a Directory by Consumers' name as per this Regulation; and it is prohibited for any Service Provider or any Person in general, to provide any Directory designed on the basis of any other entry

(other than Consumers' names) such as reverse Directory entered by phone number or address or any other information.

6. consumer complaints rules and procedures

69. The Consumer has the right to file a complaint if he objects to any aspect of the Telecommunications Services provided to him/her. In such event the Consumer shall first file a complaint with the Service Provider before filing any complaint with the Authority as described here below.

6.1. Consumer Filing a Complaint with the Service Provider

70. If the Consumer objects on any aspect of the Telecommunications Services provided to him/her, the Consumer has the right to file a complaint with the concerned Service Provider. In this respect the Service Provider shall as part of its adopted complaint procedure undertake the following:

- a) Subject to the provisions of Quality of Service regulation, acknowledge receipt of a call to the Service Provider customer care service, and or a written mail, including electronic mail raising a complaint by one of their Customers within the same working day of reception;
- b) Send a response within ten (10) days from the date of duly filing the complaint with the Service Provider, whether a full response to the enquiry can be provided within such period or not;
- c) Seek to resolve received complaints from the date that they are duly filed with the Service Provider, according to the provisions set in the Quality of Service regulation as issued by the Authority.

71. In the event a complaint is not settled to the satisfaction of the Consumer within twenty (20) days from the date of its filing with the Service Provider, the Service Provider shall inform the Consumer of his/her right to file a complaint with the Authority and shall provide the complaining Consumer with the information related to the complaint and its subject matter.

6.2. Consumer Filing a Complaint to the Authority

72. Where a Consumer considers that the outcome of his complaint to the Service Provider was not satisfactory or where the complaint has not been dealt with according to the timescales specified above, the Consumer may file a complaint with the Authority according to the procedure detailed below. A Consumer complaint will not be reviewed by the Authority unless the Consumer has first complained to the relevant Service Provider as determined here above.

73. Where the Authority handles the complaint, the Authority shall deal, investigate and resolve the complaint in accordance with the Telecommunications Law and regulations issued there under. While handling Consumer complaint, the Authority may:
- a) Issue an invitation to appear to the Consumer or any Person whom the Authority considers as possessing information related to the complaint and require this Person to provide such relevant information in accordance with applicable laws; and/or;
 - b) Issue an invitation to the Service Provider compelling him to attend a hearing and be represented by the designated officer or employee of the Service Provider and to provide the Authority with such information or documents as it may require. If the Service Provider or the Consumer fails to respond, within the period allowed by the Authority, the Authority shall be entitled to proceed and consider the complaint on basis of the information made available to it at the time and/or;
 - c) Give all such directions as are necessary or expedient for the hearing and or resolving the complaint.
74. While dealing with any Consumer complaint and without prejudice to all other authorities and powers that the Authority has under the Telecommunications Law and/or regulations issued there under, the Authority may:
- a) Issue provisional or interim orders or awards relating to the complaint or part thereof, or give directions in the course of the hearings held to consider/hear the complaint; and to require the Service Provider to take such procedures or measures as the complaint may require;
 - b) Dismiss or refrain from hearing or resolving a complaint, in whole or in part, if it appears that the complaint, or part of it, is trivial or vexatious, or that further proceedings are not in the public interest;
 - c) Order any party to pay such costs and expenses of another party and/or the Authority, as the Authority may consider appropriate in all circumstances. Such an award shall only be made against a Consumer where the Authority believes beyond any reasonable doubt that the conduct of the Consumer in the matter, or in/during the procedures before the Authority, has been so egregious, vexatious or frivolous as to justify compelling him/her to pay costs and expenses to the Service Provider and/or the Authority and/or any other relevant party.
75. The Authority shall not be bound by any results or recommendations that may be made by any party in relation to the complaint dealt by the Authority to the exception of decisions rendered by legally competent authorities.

6.3. Issues pending during a Consumer complaint

76. During the period a Consumer complaint is pending either with the Service Provider or the Authority, and pending the final resolution of the complaint, the Service Provider concerned with the complaint shall refrain from suspending or terminating the service(s) provided to the Consumer without the prior written approval of the Authority; except where the Consumer has requested, in writing, that the service(s) be terminated or suspended pending the resolution of the complaint.

77. The Service Provider may in respect of a billing complaint, collect from the Consumer any such amounts that are not in dispute.
78. The Consumer shall be entitled to the full reimbursement by the Service Provider (whether in cash or in usage compensation) in respect of a billing complaint that was approved by the Authority in rendering its final award.
79. The Authority may require the Consumer to pay to the Service Provider in full or in part amounts that are in dispute, where the Authority considers that there is a reasonable likelihood of irreparable loss or that the Consumer may intend to defraud the concerned Service Provider.
80. In case of billing error such as unbilled or under-billed charge, Consumer shall be liable to pay the billed charge and the rectified billing provided that the Service Provider has rectified the billing error within:
 - a) Sixty (60) days as from the date the charge was incurred in the case of non-international charges; and
 - b) Ninety (90) days from the date the charge was incurred in the case of international charges.

The Consumer shall not be liable to pay any charge or bill that is not rectified and re-billed within the time frame mentioned above.

6.4. Review of the Decision of the Authority

81. If the decision rendered by the Authority is considered unfair/unjust by a party to the complaint, the said party has the right to appeal the decision pursuant to applicable laws and regulations notably article 43 of the Telecommunication Law.

7. Enforcement and coming into force

7.1. Enforcement

82. Where the Authority believes that a Service Provider has failed to meet its obligations pursuant to this Regulation, the Authority may consider such failure as a breach of the terms of the License granted to the Service Provider. Accordingly, the Authority may impose such enforcement/mandatory actions and penalties applicable to the Service Provider's breach of its License. For the avoidance of doubt these actions may include, but are not limited to, requiring the defaulting Licensee to take such steps as the Authority considers appropriate to meet its obligations and/ or imposing a financial penalty and any other actions that the Authority may take under applicable laws and regulations.

7.2. Entry into Force

83. This Regulation shall be posted on the Authority's website and shall come into force upon its publication in the Official Gazette.

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