



## **Telecommunications Consumer Protection Policy**

**Prepared by Supreme Council of Information and  
Communication Technology (ictQATAR)**

**DRAFT FOR PUBLIC CONSULTATION**

**September 2013**

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# **1. Introduction and Background**

## **1.1 Context and scope of this document**

Article (48) of the Telecommunications Law of Qatar (34) of 2006 obliges the General Secretariat (ictQATAR<sup>1</sup>) to prepare a consumer protection policy to provide adequate safeguards for users and subscribers of telecommunications services (both fixed and mobile) in the State of Qatar.

This consultation document accompanies a draft of the proposed consumer protection Policy (the draft policy), which forms part of ictQATAR's consumer protection regulations. The draft policy is consistent with well-established international regulatory best practices and in accordance with the Telecommunications Law.

The objectives of the draft policy aim to ensure that customers can make informed purchasing decisions with confidence; that the services they purchase are fit-for-purpose; that they are protected from misleading or deceptive conduct; that they have an effective remedy if something goes wrong; and that their interests are protected by the regulatory regime in Qatar.

For the new requirements on telecommunications service operators (summarized at 3.6) ictQATAR will issue an Instruction to this effect at a later date. Codes of conduct on particular issues may be developed in coordination with operators in the future.

## **1.2 Purpose**

This document outlines the proposed rules for consumer protection for the telecommunications sector in the State of Qatar, notes the key reasons for the adoption of these rules, and invites comment from interested members of the public and industry stakeholders. Comments in particular are sought for the new obligations that will apply to the operators.

## **1.3 Consultation and publication**

ictQATAR seeks further input with regards to the draft policy. This input, especially from operators will help in addressing or at least being informed of any significant concerns with regards to the draft policy or any unintended effects.

The draft policy sets out ictQATAR's initial views. The responses received during the consultation will be used to review the draft prior to the public notification of the final policy. ictQATAR will consider working with Service Providers to ensure co-ordinated, effective, and accurate messages for the public launch of the policy.

### 1.3.1 Directions to respondents

Interested parties are invited to respond in writing to ictQATAR with comments and suggestions on this document. Once ictQATAR has considered the responses to the consultation, it will publish a report that:

- identifies any significant concerns expressed in relation to the draft policy;
- sets out ictQATAR's initial position regarding those concerns; and
- highlights any actions that ictQATAR might take.

ictQATAR may also conduct a workshop for those intending to respond to the consultation. The workshop will be scheduled before the deadline for comments.

ictQATAR invites comments and views on this consultation from the industry and interested parties. All comments should be submitted via email to [CGAconsult@ict.gov.qa](mailto:CGAconsult@ict.gov.qa) not later than November 7, 2013.

Alternatively, you may write to us at:

Head of Consumer & Government Affairs Department,  
Regulatory Authority  
ictQATAR

P O Box 23264  
Doha, Qatar

### 1.3.2 Publication of submissions

All submissions received by ictQATAR will be published unless respondents have expressly requested on the respondent cover form that their submission be withheld in part or in whole.

## 1.4 Commencement date

It is intended that the policy will come into force immediately upon finalization of those parts that reflect existing obligations by operators. For new obligations, ictQATAR intends to issue binding Instructions to Service Providers. We may also look to develop Codes of Practice to ensure consistent and appropriate industry performance on some issues.

Below are the indicative dates for the finalization of the draft policy and the final Instructions.

**Table 1 Indicative dates for Policy finalisation**

| Milestone                                | Indicative date    |
|--|--------------------|
| Draft Policy released for public comment | September 23, 2013 |

| <b>Milestone</b>                  | <b>Indicative date</b>    |
|-----------------------------------|---------------------------|
| Workshop for submitters           | Last week of October 2013 |
| Submissions due                   | November 7, 2013          |
| Public launch date for new Policy | December 2013             |

## 2. Overview of The Legislative Framework

This section summarizes the provisions in the Qatari statutory framework that are relevant to defining the scope of the Consumer Protection Policy, in particular:

- the Telecommunications Law;
- the Executive By-Law No. (1) of 2009 (the By-Law);
- the Ooredoo, Q.NBN and Vodafone Qatar licences (operator Licences), including the quality of service obligations in Annex E of the Licences;
- the draft retail tariff instructions under consultation (the Retail Tariff Instruction); and
- the Advertising, Marketing and Branding Guidelines issued by ictQATAR in April 2011 with its decision on the Ooredoo's (formerly Qtel) Virgin Mobile-branded service (the Advertising Guidelines).

There are also other aspects of the Qatari legal framework that are relevant, including the Consumer Protection Law No. (8) of 2008 (the Consumer Protection Law).

### 2.1 Legal Requirements: a Consumer Protection Policy

Chapter 10 of the Telecommunications Law addresses consumer protection. Article (48) requires that ictQATAR prepare a consumer protection policy in accordance with the Telecommunications Law or any other related laws. It does not prescribe any specific requirements for that policy (such as what it must, or must not, include).

Articles (49) and (50) provide general guidance on the intended content of the policy but do not restrict ictQATAR's discretion to include other provisions for consumer protection in the policy. Article (49) of the Telecommunications Law provides for executive powers of ictQATAR towards the implementation of the policy:

1. *Monitoring the terms of service between service providers and consumers;*
2. *Determining and developing the applicable quality of service standards;*
3. *Preventing abusive and misleading commercial practices;*
4. *Ensuring that there are effective procedures for the resolution of consumers' disputes; and*

*5. Reviewing and updating the state of competition in any telecommunications services markets determined in the State of Qatar, and in relation with the consumer protection policy and all related regulations and updating them to reflect the state of competition in such markets for the purpose of relying on market forces to safeguard the interests of consumers.*

Article (49) requires that service providers comply with the rules, conditions, standards, and practices relating to the policy.

Article (50) of the Telecommunications Law provides an indication of the possible scope of the consumer protection policy. It does not require that these issues be included in the policy; but permits ictQATAR to set rules that regulate how policy is prepared, developed, and implemented in connection with these issues. ictQATAR “may set the rules regulating the preparation, development and implementation of the consumer protection policy in connection with:

- 1. Service Providers’ practices relating to the issuance of bills and retention of documents, instruments, and papers concerning the provided services;*
- 2. Terms of the provision of services, their approval, publication, and advertising;*
- 3. Service Providers’ procedures for the resolution of consumers’ disputes and complaints;*
- 4. Provision of telephone directory, directory services, and service centres;*
- 5. Utilization of telecommunications services in promoting the products and goods;*
- 6. Quality of service requirements and service quality monitoring and compliance procedures;*
- 7. Access to premises and customers’ properties; and*
- 8. Service Providers’ liability for the services they provide and limitations on such liability.*

## **2.2 Precedence of the Consumer Protection Policy**

Article (48) of the Telecommunications Law provides that the General Secretariat “must prepare a consumer protection policy in accordance with this Law or any other related laws.”

The policy will be binding on Service Providers in Qatar. Article (49) of the Law provides that “*service providers must comply with the rules, conditions, standards and practices relating to the consumer protection policy.*” Article (86) of the By-Law provides that “*Licensees and Service Providers shall comply with the provisions of this Chapter, the terms and conditions of applicable Licenses and*

*with any regulations, rules, orders or notices issued by the General Secretariat in this regard.”*

It should be noted that the Consumer Protection Policy is not an exhaustive means of giving effect to ictQATAR’s consumer protection measures, and instruments will continue to sit outside of the policy. For example, the Advertising Guidelines *“implement a key area of consumer policy of ictQATAR referred to in Articles 48, 49 and 50”* of the Law and these, and any revisions to those Guidelines, form part of the framework for consumer protection.

## **3. Proposed Consumer Protection Policy**

### **3.1 Preference for competition**

The best protection for consumers' interests is a competitive telecommunications market. Free consumer choice is a more effective, more efficient, and more flexible sanction for poor operator performance than regulatory intervention. Active competition between providers to attract and retain customers is the best way to ensure that the market continues to provide quality products and services at prices customers are willing to pay.

Even in the most competitive market, there will be a need for consumer protection rules and enforcement to ensure that operators compete fairly, but we anticipate that, as the market in Qatar grows more competitive, there will be less need for ictQATAR intervention to ensure appropriate operator behaviour in relation to consumer protection issues.

At present in Qatar, competition is in a nascent stage: there are two mobile operators. The recent launch of mobile number portability is a boost for competition in the sector. Competition for fixed services is absent at present. A lack of competition in telecommunications markets means that rules to protect the interests of consumers are vital.

### **3.2 Components of best practice consumer protection frameworks**

Best practice consumer protection frameworks typically have four components:

1. A core set of consumer protection rules that are set by the regulator for operators to meet;
2. A complaint system that enables individual consumers to seek redress and enables ictQATAR to view trends in compliance and take enforcement action where appropriate;
3. Regular monitoring and reporting of important industry statistics and service quality measures, and
4. Periodic review of the rules themselves.

Each of these components are incorporated in the draft policy:

- Part 2 of the policy puts in place a core set of consumer protection rules that are binding on Service Providers and which protect the interests of customers in their dealings with Service Providers;
- Part 3 provides for a dispute resolution system that enables customers to seek redress from an entity that is independent of Service Providers;

- Part 4 provides for a system that enables ictQATAR to see trends in compliance and take enforcement action against individual Service Providers; and
- Part 5 enables ictQATAR to monitor and amend the regulatory framework and is intended to bring what are currently ad hoc responses to market behaviour and practices together in a coherent way over time.

### 3.3 Integration Of Existing and Proposed Rules

There are many areas where existing rules already cover matters that could be in a consumer protection policy. Article (87) of the By-law, for example, already prohibits transfer of customer without their consent, something that would commonly be included in a consumer protection policy.

There are three possible approaches to any such overlaps:

- Exclude anything that is already covered in other rules from the policy: the policy would therefore be ‘piecemeal’ and simply fill gaps between rules that are already covered in the Qatari framework.
- Include the normal matters covered by a typical consumer protection policy even if they are already covered in other rules: this may be confusing for operators as well as consumers, since this would mean more than one set of rules addressing specific consumer protection issues.
- Integrate existing rules into the policy as it is: this is the approach taken for the draft policy. The policy proposes new obligations on operators in areas not covered by existing rules, and refers to existing obligations on operators in areas already covered in the Law, By-law or Licences. These references do not change or limit existing obligations in any way.

The policy has been drafted to refer to existing obligations in addition to the new obligations so that the policy provides a comprehensive and relevant set of consumer protection rules. New rules in the policy have only been proposed for matters that are not covered elsewhere under previous legislation.

**Question 1:** Do you agree with our approach of integrating existing rules into the draft policy to avoid duplication?

### 3.4 Establishing Standards

Consistent with international regulatory policymaking, the draft policy takes an outcomes-based approach to consumer protection where possible. Under this approach, the regulator sets specific outcomes which each service provider is legally obliged to meet (e.g. a prohibition on unfair conduct), but leaves the manner of compliance with those rules up to service providers (often supported by guidance).

As an example, this is an illustration of a standard in the draft policy in terms of the way it deals with refunds. Clause 32 provides for refunds to retail customers where:

*g. the quality of the service delivered by the Service Provider falls materially short of what would reasonably be expected.*

This approach allows for a wide range of circumstances where a customer could seek a refund. Outcomes-based regulation is widely accepted as an effective means of addressing undesirable outcomes while also allowing providers more flexibility in how they operate. However, such standards can create difficulties for a regulator looking to take enforcement action if they do not have appropriate monitoring procedures in place. Monitoring helps to make it clear to the regulator whether a service is falling short of the standards expected.

In some instances, the draft policy applies protection using detailed rules, leaving little room for doubt as to what is expected of providers. This approach will make it easier for the regulator to pursue enforcement action, but is more likely to create costs for the industry that ultimately may be passed on to consumers, and can sometimes reduce the incentive for service providers to compete on service quality. Such an approach has been exercised with caution and is only used where we consider the benefits from the rule outweigh the impact on Service Providers.

**Question 2:** Do you think the draft policy strikes the right balance between outcome-based and rule-based regulation?

## **3.5 Key aspects of the Policy**

### **3.5.1 Core set of consumer protection rules and standards**

The draft policy outlines a core set of consumer protection rules and standards in one document. Part 2 of the draft policy provides these rules and standards, cross-referencing where appropriate to existing rules and policies.

The detail and rationale for these rules are outlined below.

### **3.5.2 Distinction between Customers and Retail Customers**

The draft policy distinguishes between ‘Customers’, which is a defined term in the Law and By-Law, and ‘Retail Customers’, which excludes wholesalers and resellers. The reason for this distinction is that the Policy is intended to primarily protect retail and small business customers, who are more at risk of exploitation or misleading conduct by Service Providers, given the limited information about the quality and nature of the telecommunications goods and services provided in the market, the short term nature of their relationships with Service Providers, and the relative lack of competition for their customers.

We consider matters between wholesalers and resellers are best dealt with through other regulatory instruments and contractual laws.

### 3.5.3 Dispute resolution independent of operators

An alternative dispute resolution service that is low-cost and independent of operators is commonly used as a means of empowering consumers, helping to drive improvements in customer service standards, and assisting the regulator to identify issues that may warrant investigation. This service already exists in Qatar; the draft policy provides clarity in certain areas – such as access, jurisdiction, remedies, and funding.

A set of new rules relating to Dispute Resolution are outlined in Part 3 of the draft policy. The service can exist outside of the General Secretariat or within it (at present operated within ictQATAR). The draft policy empowers the dispute resolution service to require a remedy from Service Providers. The provision lists several exceptions where remedies cannot be required by the dispute resolution service, in line with the existing ictQATAR dispute resolution process.

Retail Customers with disputes will be able to access the dispute resolution service free of charge, and the reasonable costs of running the service may in future be recovered from Service Providers. Recovering the costs of the service in this way is consistent with Article 125 of the Executive By-Law, which allows for any costs incurred by the General Secretariat in relation to a dispute to be recovered from the parties to the dispute. We recognize that, at present, this sort of cost recovery is not practiced under the existing Dispute Resolution Rules issued under Article (61) of The Law, and that Service Providers already pay a range of fees and charges. We note that none of these relate to the quality of Service Providers' customer service operations.

### 3.5.4 Strengthened system for monitoring and enforcing compliance

Parts 4 and 5 of the draft policy outline the rules for a strengthened system in which compliance with the Policy can be monitored and enforced. Key features of this part of the draft policy are:

- There is an onus on Service Providers to develop appropriate internal procedures and policies to ensure compliance with the Policy.
- A consumer may access the dispute resolution service to lay a complaint and seek a remedy for any breach of the standards in Part 2 of the draft policy.
- ictQATAR may formally enforce compliance with any provisions of the draft policy. The draft policy suggests (but does not require) that an escalating enforcement regime based on a number of factors is utilized by ictQATAR.
- The General Secretariat is required to undertake and publish research and statistics of interest to consumers, including complaint volumes against service providers. (At present service providers file a customer complaints report on a quarterly basis to the regulator, but these are not made public).

- Industry trends from monitoring the major issues raised by the complaints process can be used to further enhance the consumer protection standards.

As noted above, ictQATAR plans to issue Instructions to ensure that new obligations on Service Providers outlined in this Policy are enforceable. It will also consider developing Codes of Practice for matters where aligned industry performance is desirable.

### 3.5.5 Review of the Policy

Part 5 of the draft policy provides for regular review of the Policy based on the complaints and compliance trends observed by the General Secretariat (as required in Parts 3 and 4).

We anticipate that the Policy would be regularly revised to reflect changing trends observed in the complaints data, and the state of market competition. We also expect this base set of rules to be extended with more detailed rules on issues that turn out to be of particular concern.

This approach helps ensure that rules are evidence-based, and developed to address a real problem rather assumed problems. This approach will also ensure that the consumer protection provisions adjust over time to real market conditions, and can reflect changes in the state of competition in particular.

The following table outlines where the Policy proposes ictQATAR retains discretion to impose new obligations, and areas that may well become matters of interest for ictQATAR in the future but which are not yet covered by the Policy.

Article (100) of the By-law also gives ictQATAR powers to introduce rules about provision of and access to telephone directories.

**Table 2 Future extensions of the Policy**

| Areas where specific reference is made to future expansion of Policy | Areas where Policy will be extended in future            |
|--|--|
| Caller-location information on emergency calls (Clause 34 - 35)      | Control of unsolicited commercial messages (spam)        |
| Relay system for deaf customers (Clause 43)                          | Operator collection, treatment, and use of end-user data |
|  | Funding of the dispute resolution system                 |
|  | Rules around disconnection of ETRs or “star numbers”     |

**Question 3:** Do you have any views on the core components of the draft policy, including the structure of the draft policy and what it is trying to achieve?

### **3.6 New obligations on Service Providers under the draft policy**

The draft policy includes several new obligations on Service Providers. A summary of these changes and areas where no change is proposed, follows.

#### **3.6.1 Advertising activity**

The draft policy does not propose any new obligations with respect to advertising activity. Instead, it reinforces the Advertising Guidelines and any changes effected to those.

#### **3.6.2 Sales activity**

There is a new obligation under clause 13 requiring that a Service Provider shall not engage in *any* conduct that is aggressive, dishonest, misleading, or deceptive (to date there has only been a relatively narrow prohibition on misleading activity in Article 90 of the By-Law –limited to claims made about the availability, price, or quality of a telecommunications service). Although such prohibited conduct will often occur during the ‘sales’ process, this provision would actually apply to all activities of a Service Provider with respect to their customers or potential customers. It is a necessary provision to ensure that the interests of customers are adequately protected in their dealings with a Service Provider.

#### **3.6.3 Information transparency**

The draft policy proposes that Service Providers produce a concise summary of each retail offering. A condensed and accessible format for information about an offering is expected to reduce consumer confusion and assist in decision-making.

At present Service Providers are obliged under Article 97 of the Executive By-Law to prepare tariff documents and make them available on their website. Tariff documents provide information on all tariffs, rates, and charges for any equipment or services, including all approved tariffs and proposed tariff changes which have been filed with ictQATAR in accordance with the Retail Tariff Instruction.

Instead of imposing unduly onerous requirements on Service Providers, the Policy gives Service Providers the option of presenting the new summary information as either a standalone document, or as a supplement to the tariff document for each retail product with up front summarized key information regarding the product. The summary shall be no longer than one A4 page. This concise description of the product will include information such as the minimum contract length, the included value, the associated charges, and any material information. The ‘offer summary’ will be regularly updated, available on a Service Provider’s website (either with, or separate from, the tariff documents), and provided free of charge in hardcopy, including at the point of sale.

### 3.6.4 Minimum contractual requirements

The following are new obligations falling on Service Providers under minimum contractual terms:

- Clause 19: The key aspects of a retail product have to be specified in contracts in a clear and easily understandable form in both English and Arabic.
- Clause 21: There is a general prohibition on contracts including terms or procedures that act as a disincentive to consumer switching.
- Clause 21: Contracts cannot automatically renew for the same initial period without express consent. Contracts that automatically renew are likely to hinder the ability of customers to switch providers, and any renewal of a contract should require the express consent of a customer.
- Clause 21: Early termination charges must be proportionate to the payments still remaining on a contract. High early termination fees can be a barrier to customer-switching if they are set without reference to the remaining life of the contract or the costs incurred by the Service Provider.
- Clause 22: Any material changes to a contract or a service need to be notified in writing to the customer at least 21 days in advance; and upon receipt of such a notice a customer should be able to exit the contract without penalty. Such a provision is necessary to ensure customers are not materially disadvantaged by unilateral changes to a contract once they have signed up to a minimum term.

There is an expectation that ictQATAR will use the Policy requirements when considering whether to approve Service Providers' terms of service.

It is noted that under Article (96) of The By-Law, ictQATAR can remove the requirement on Service Providers to seek ictQATAR approval of their terms and conditions if it is no longer necessary. ictQATAR would express any intention to revoke such a requirement clearly and directly in writing with Service Providers.

### 3.6.5 Billing

The following are new obligations falling on Service Providers regarding billing. The Draft Billing Guidelines have been taken into consideration with respect to the content and form of bills. New obligations include:

- Clause 23: A Service Provider shall not bill a Customer in excess of the true extent of the service/equipment provided.
- Clause 24: Bills must be issued in either Arabic or English depending on the Retail Customer's preference; must acknowledge payments made on the previous bill; and must state when non-payment will result in disconnection.

- Clause 25: Service Providers are required to send a reminder to Retail Customers when they reach 80% and 100% of monthly value/data allowance. Enabling consumers to monitor their usage and the implications for reaching their service/value cap (i.e. whether their service will be capped or charged at a higher rate) is important for ensuring that customers can effectively control their expenditure.
- Clause 26: If a Retail Customer has opted to receive electronic bills, then all such electronic bills shall be accessible online by that customer for the following twelve months.
- Clause 33: A service shall not be disconnected if there is an on-going Complaint about the disputed charges. The Service Provider must inform the Customer of this possible disconnection.

### 3.6.6 Fit-for-Purpose Services

The draft policy does not propose any new obligations with respect to service quality standards. ictQATAR may impose standards at a future date under Article (50) of The Law.

However, the draft policy imposes two new obligations to ensure that interconnection issues/disputes between Service Providers do not limit the ability of Retail Customers to make phone calls. Service Providers are obliged to take all necessary measures to ensure that their customers can call all active phone numbers (and short-codes) in Qatar; and that all phone-numbers and short-codes they host can be called by all telecommunications consumers in Qatar.

### 3.6.7 Internal complaints procedures

There is a new obligation under Clause 28 clarifying the requirements for a Service Provider's written complaints code, which clearly and concisely sets out all relevant information about their complaints process. This reflects the expectation that a provider's complaints process will be transparent and that Customers should be able to make a complaint easily.

To avoid any doubt, Clause 29 states that a Service Provider's complaints procedures should be accessible to enable customers with a disability to lodge and progress a complaint. This may require a Service Provider to have dedicated procedures for handling such complaints, or training staff on how to recognize when to provide additional assistance.

There is a new obligation under Clause 30 requiring Service Providers to endeavor to resolve complaints "in a fair and timely manner".

While some consumer complaints may not be valid, it is important that a Service Provider genuinely and honestly attempts to examine a complaint and looks to reasonably resolve the matter. This is not to say that all complaints can be resolved, or should be resolved to a customer's satisfaction.

Clause 32 outlines some of the circumstances in which a customer is entitled to a refund from their Service Provider: where contractual obligations have not been

met; where a consumer has made payment for a service that has not been provided or was provided without consumer consent; and where the quality of service falls materially short of what would have been provided by a reasonable Service Provider. This list is not exhaustive, but is intended to provide clarity about the situations in which a customer could reasonably expect a refund. The obligation is limited to an obligation by a Service Provider to refund customer expenditure rather than to provide compensation, although the dispute resolution service or the courts of course have the discretion to award compensation.

### 3.6.8 Disconnection of customers

There are already rules in place in Licence conditions and the By-Law regarding disconnection of mandatory services to a class of customer and disconnection during a complaint. Clause 33 creates a new obligation regarding disconnection of an individual customer for non-payment of a bill. In such cases measures taken to effect payment or disconnection need to be proportionate; be done after giving notice to the customer; and must be confined to the service concerned.

### 3.6.9 Customer transfers

The draft policy does not propose any new obligations with respect to customer transfers.

### 3.6.10 Access to emergency call services

No new obligations are imposed regarding access to emergency call services, although ictQATAR reserves the right to introduce through this Policy a requirement for Service Providers to make accurate and real-time caller-location information available to emergency services. This will enable ictQATAR to commence discussions with the industry about the merits and technical feasibility of establishing rules in this area.

### 3.6.11 Access to Directory Services

The draft policy (Clause 37) includes a requirement that Service Providers must enable their customers to access a Directory Service. This service must be capable of providing directory information for all customers who have been allocated a fixed telephone number. Customers have the right to have their information withheld from the Directory Service and to be told what information would be made available about them. The minimum contract terms include requirements about customer's information.

### 3.6.12 Customers with disabilities

The draft policy includes several new requirements relating to persons with disabilities (Clauses 39 -44). These include:

- An obligation to provide, on request, bills/contracts/communications to visually impaired customers in a reasonably acceptable format (i.e. large-print, Braille or audio formats).

- An obligation to allow a customer to nominate an individual to deal with their account.
- A power through which ictQATAR can introduce a relay system. This provision will enable ictQATAR to commence discussions with the industry about the merits, technical feasibility, and funding of establishing a relay-system for consumers with disabilities.

These provisions are intended to ensure that consumers with disabilities are able to effectively deal with their account, and to facilitate a policy position on a relay-system. While no position has yet been reached on the relay service, it is intended that there be a policy debate on the merits of introducing such a system. The inclusion of this empowering provision recognizes the value of such a relay system in the lives of disabled consumers.

### 3.6.13 Privacy

The draft policy does not propose any new obligations with respect to privacy protections.

### 3.6.14 Access to customer premises

The By-Law already makes clear that, subject to obtaining the consent of the customer, a Service Provider may enter the customer's premises or property for a number of purposes. The draft policy includes several new obligations, including that:

- The customer's consent must be obtained in writing and that authorization must be retained and shown to property/premise occupants upon request;
- A Service Provider's activity on the premises/property shall not exceed the scope of the customer's consent;
- A Service Provider must return the premises or property to the pre-existing condition, or as is close to original condition as reasonably expected in the circumstances; and
- A Service Provider must make 'best efforts' to minimize customer inconvenience, including to keep to appointment times.

**Question 4:** Do you agree that Part 2 of the draft policy correctly identifies all appropriate subject matter for inclusion in the Policy?

**Question 5:** With respect to each subject matter area in Part 2, do you consider the provisions are justifiable, having regard to the problem they are trying to address and any costs or implementation issues that may arise?

## **3.7 Functions and powers of the General Secretariat (ictQATAR)**

The draft policy clarifies several functions and powers of ictQATAR with respect to Dispute Resolution, enforcement activity and policy compliance, and industry monitoring and policy review.

### **3.7.1 Dispute Resolution functions**

While the existing dispute resolution service is largely functioning effectively (as established through Chapter 12 of the By-Law), volumes of complaints are very low, and there is a need to spell out more clearly the role and scope of the service. This has been done to bring the service into line with international best practices.

Part 3 of the draft policy states that:

- The dispute resolution service can investigate and require remedies to be made for all unresolved complaints, unless it falls within one of the exempted categories. Exempted categories include matters already before the courts, vexatious complaints; complaints about a Service Provider's commercial decision on the terms of a service (or whether to offer a service); complaints about content of communications services; complaints about employment matters; complaints about hardware/equipment; or matters considered by the General Secretariat not to be appropriate to examine. ictQATAR has absolute discretion in deciding whether to accept a complaint or not.
- A complaint will only be investigated by the dispute resolution service if the complaint is still unresolved 30 calendar days after it was first made to the Service Provider, or if the customer is dissatisfied with the final resolution offered by the Service Provider (or if ictQATAR determines the case is urgent).
- The dispute resolution service can require the Service Provider to provide the customer with an apology and/or an explanation, to take practical action to correct the problem and limit future occurrences, and/or to provide the customer with a financial award (including a refund and/or compensation).
- A decision from the dispute resolution service is binding on the Service Provider, but the Retail Customer is free to pursue the matter in court. This is necessary to ensure the customer is encouraged to first utilize the service (i.e. they can do so without prejudice to their legal rights), while also ensuring consumers are protected from on-going litigation. This aspect is consistent with the approach taken in other jurisdictions.
- The dispute resolution service will be accessible free of charge by customers. As noted above, ictQATAR may in future recover the reasonable costs of operating the service through an administration fee imposed on Service Providers and/or customers.

**Question 6:** Do you agree with the provisions in Part 3 of the draft policy with respect to Dispute Resolution?

### 3.7.2 Policy Compliance

Part 4 of the draft policy outlines expectations that Service Providers will develop appropriate internal procedures to ensure compliance. It also clarifies that a breach of the Policy will be actionable in two ways:

- Directly by a consumer who has been adversely affected by non-compliance with Part 2 of the Policy: by a complaint to the Service Provider and (where relevant) subsequently to the Dispute Resolution Service; and
- by ictQATAR in exercising its formal enforcement powers.

The draft policy outlines the intention of ictQATAR to utilize an escalating enforcement regime where they will initially attempt to resolve a breach without having to formally impose fines/penalties. Without limiting their enforcement powers ictQATAR intends to consider:

- Making a public notification that a Service Provider is likely to be in breach of the Policy. This first step is intended to provide a strong incentive for Service Providers to quickly ensure they return to compliance with the Policy provisions.
- Issuing binding directives that a Service Provider must take to ensure compliance.
- Requiring a Service Provider to make refunds/compensation to a class of customers (ictQATAR may consider working with industry participants to develop a code of practice on refunds).
- Imposing fines/penalties
- Requiring Service Providers to lodge a bond.

The draft policy also establishes a self-monitoring regime whereby a Service Provider must annually certify its compliance (or non-compliance) with the Policy. This will be publicly available information and may help inform ictQATAR enforcement activity.

**Question 7:** Do you agree with the provisions in Part 4 of the draft policy with respect to monitoring compliance and use of enforcement powers?

### 3.7.3 Monitoring and Review

As well as monitoring and reviewing the industry (as per Article 49 of the Law), ictQATAR is empowered by Clause 57 of the draft policy to collect and publish key industry statistics. This includes market research on the views of consumers, key industry statistics (including complaint volumes), and performance of the industry against key service quality metrics. It is expected that this information

will help improve transparency on how Service Providers are treating their customers and will help improve performance through competitive pressures.

Clauses 58 - 60 note that the General Secretariat may amend the Policy at any time, and may precede any change by consultation with Service Providers or others.

**Question 8:** Do you agree with the provisions in Part 5 of the draft policy with respect to monitoring and reviewing the Policy in the future?

## **4. Summary of Questions**

While comments are welcomed on any issue relevant to the draft policy, respondents may wish to respond to the following questions, which appeared in the discussion document above:

1. Do you agree with our approach of integrating existing rules into the draft policy as a means of avoiding duplication?
2. Do you think the draft policy strikes the right balance between outcome-based and rule-based regulation?
3. Do you have any views on the core components of the draft policy, including the structure of the draft policy and what it is trying to achieve?
4. Do you agree that Part 2 of the draft policy correctly identifies all appropriate subject matter for inclusion in the Policy?
5. With respect to each subject matter area in Part 2, do you consider the provisions are justifiable, having regard to the problem they are trying to address and any costs or implementation issues that may arise?
6. Do you agree with the provisions and powers outlined in Part 3 of the draft policy with respect to Dispute Resolution?
7. Do you agree with the provisions in Part 3 of the draft policy with respect to monitoring compliance and use of enforcement powers?
8. Do you agree with the provisions in Part 5 of the draft policy with respect to monitoring and reviewing the draft policy?

# Appendix 1 Telecommunications Consumer Protection Draft Policy

## Definitions

**Advertising Guidelines** means the 'Guidelines on Advertising, Marketing and Branding' issued by ictQATAR on April 4, 2011, and any subsequent amendments or revisions made to these guidelines.

**By-Law** means the Executive By-Law of the Telecommunications Law and any subsequent amendments or revisions.

**Policy** means this Consumer Protection Policy.

**Complaint** means an expression of dissatisfaction made by a Customer and received by a Service Provider related to:

- a. the Service Provider's provision of telecommunications services to that Customer; or
- b. the Service Provider's compliance with its legal obligations with respect to the Customer (including those imposed under the Law, the By-Law, this Policy and the Service Provider's Licence),

and where a response or resolution from the Service Provider would reasonably be expected.

**Complaints Team** has the meaning given to it in the background to internal complaints procedures in this Policy.

**Commitment Period** means the term of a contract, whether or not termination fees apply in that term.

**Customer** means any subscriber or user of telecommunications services, whether such services are acquired for the customer's own use or for resale.

**Directory Information** means the name and fixed telephone number of the Retail Customer, or a record that such information may not be supplied.

**Directory Services** means the provision of Directory Information by a Service Provider or other entity.

**Dispute** has the meaning given to it in the background to dispute resolution service in this Policy.

**Dispute Resolution Service** has the meaning given to it in the background to dispute resolution service in this Policy.

**Draft Billing Guidelines** means the 'Final Proposal for Telecommunications Billing Guidelines' issued by ictQATAR on January 25, 2009, and any subsequent amendments or revisions made to these guidelines.

**Emergency Call Services** has the meaning given to it in the Licence held by a Service Provider for the relevant telecommunications service. If a Service Provider does not possess a Licence for the relevant telecommunications service which defines Emergency Call Services, it means telecommunications access that is continuously available to users without restriction, by means of a designated uniform telephone number, or any other measures stipulated by ictQATAR, permitting immediate contact with (a) the relevant public police, fire, ambulance and other public safety services for the State of Qatar or a particular locality; and (b) any other organization, as may be designated from time to time by ictQATAR as providing a vital service relating to the safety of life in emergencies.

**General Secretariat** has the meaning given to it in Article 1 of the Telecommunications Law.

**ictQATAR** The Supreme Council of Information and Communication Technology

**Licence** has the meaning given to it in Article 1 of the Telecommunications Law.

**Licensee** has the meaning given to it in Article 1 of the Telecommunications Law.

**Mandatory Service** has the meaning given to it in the Licence held by a Service Provider for the relevant telecommunications service.

**Minimum Service Period** means the minimum contracted period agreed to by a Customer for telecommunications services from a Service Provider, after which no fees are payable for the termination of the contract by the Customer.

**Retail Customer** means any Customer that acquires the relevant telecommunications service for his / her own use and does not include a reseller of that telecommunications service.

**Retail Offer** means a current, mass-market, retail telecommunications service that is available for consumer subscription and includes, without limitation, such offers as advertised.

**Self-Certification** has the meaning given to it in Article 55 of this Policy.

**Service Provider** has the meaning given to it in Article 1 of the Telecommunications Law.

**Supreme Council** has the meaning given to it in Article 1 of the Telecommunications Law.

**Telecommunications** has the meaning given to it in Article 1 of the Telecommunications Law.

**Telecommunications Law** means the Telecommunications Law issued by Decree Law No. (34) of 2006 and any subsequent amendments or revisions.

**Written Complaints Code** has the meaning given to it in the background to internal complaints procedures in this Policy.

## **Part 1 – General**

### **Legal Effect**

1. This Policy establishes the basis of consumer protection in Qatar in accordance with Article 48 of the Telecommunications Law.
2. This Policy is binding on Service Providers in accordance with Article 49 of the Telecommunications Law, which provides that:

Service Providers must comply with the rules, conditions, standards, and practices relating to the Consumer Protection Policy.

3. The Policy should be read in conjunction with related laws and regulations, including:
  - a. The Telecommunication Law;
  - b. The By-Law;
  - c. The Licences;
  - d. The Advertising Guidelines; and
  - e. Other decisions, orders or regulations issued by ictQATAR.
4. In the event of any inconsistency with the Telecommunication Law, the Telecommunication Law will prevail.
5. To be comprehensive, this Policy includes cross-references and paraphrased summaries of consumer protection provisions contained in other laws and regulatory instruments, including the Telecommunications Law, the By-Law, the Advertising Guidelines and the Licences (summarized in text boxes below). These are not intended to be exhaustive and the inclusion or omission of cross-referenced provisions does not affect the application or enforcement of the cross-referenced provisions.
6. The headings used in this Policy and text contained in the background sections have no legal effect.

### **Objectives of the Policy**

7. The objectives of this Policy are:
  - a. To ensure that consumers can make informed purchasing decisions with confidence,
  - b. That the services they purchase are fit-for-purpose,
  - c. That they have an effective remedy if something goes wrong, and
  - d. That their interests are protected by the regulatory regime in Qatar.

## **Scope of the Policy**

8. This Policy implements a key area of telecommunications consumer protection policy and puts in place a framework based upon:
  - a. a core set of consumer protection rules that are binding on Service Providers and which protect and further the interests of Customers in their dealings with Service Providers (Part 2);
  - b. a Dispute Resolution System that enables Customers to seek redress from an entity that is independent of Service Providers (Part 3);
  - c. a system that enables ictQATAR to see trends in compliance and take enforcement action against individual Service Providers where appropriate (Part 4); and
  - d. regular monitoring and reporting of important industry statistics and service quality measures that enables ictQATAR to monitor and amend the regulatory framework as appropriate (Part 5).
9. The Consumer Protection rules in this Policy cover the following areas:
  - a. Advertising activity;
  - b. Sales activity;
  - c. Information transparency;
  - d. Minimum contractual requirements;
  - e. Billing;
  - f. Fit-for-purpose services;
  - g. Internal complaints procedures;
  - h. Disconnection of Customers;
  - i. Customer transfers;
  - j. Access to emergency services;
  - k. Access to directory services;
  - l. Customers with disabilities;
  - m. Privacy protections; and
  - n. Access to Customer premises

## **Commencement Date**

10. The new obligations within this Policy will come into force three months following public notification by ictQATAR. The existing obligations that are cross-referenced in the Policy are already in effect.

## Part 2 – Consumer Protection Rules

### Advertising Activity

#### Background

The Advertising Guidelines include requirements that a Service Provider shall:

- a. Not make misleading representations in advertising or promotions;
- b. Ensure Customers are not misled about who is actually providing the telecommunications products and services;
- c. Ensure content about its products and services is truthful, accurate and not misleading or confusing to a reasonable Customer;
- d. Be liable for breaches of the Licence by a third party provider; and
- e. Adhere to the following general principles of behaviour with respect to advertising and promotional activity, including that the Service Provider shall:
  - i. be honest and truthful;
  - ii. clearly disclose all necessary information to the customer before, during, and after the point of sale;
  - iii. not take advantage of a customer's lack of experience or knowledge;
  - iv. not unfairly criticize, discredit or denigrate a competitor or its services;
  - v. not create an unfair advantage through comparisons with other competitors or their products;
  - vi. be clear on who is offering what in joint advertising;
  - vii. ensure that "free" means free;
  - viii. ensure that "fine print" does not contradict, materially qualify or otherwise alter the basis of the marketing communication or practice;
  - ix. ensure that any use of statistics or results from research in any advertising quotes the source of the study, or produce the methodology and results;
  - x. not use technical jargon that may confuse or mislead; and
  - xi. not go outside the law or encourage others to do so.

11. The Advertising Guidelines and any changes to those Guidelines form part of this Policy. Service Providers must comply with the rules, conditions, standards, and practices set out in the Advertising Guidelines.

12. As per The Licences, a Service Provider is liable for the actions of agents, such as third party sellers.

## Sales Activity

### Background

Article 90 of the By-Law provides that a Service Provider shall not make any false or misleading claim or suggestion regarding the availability, price or quality of its telecommunications services or equipment; or the telecommunications services or equipment of another Service Provider.

13. A Service Provider shall not engage in conduct that is aggressive, dishonest, misleading, or deceptive.

## Information Transparency

### Background

Article 51 of the Telecommunications Law provides that a Service Provider must provide a Customer, before the Customer subscribes to the service or incurs any commercial obligation to the Service Provider, with the terms of the service and all tariffs, rates and costs applicable to any telecommunications service.

Article 97 of the By-Law provides that a Service Provider shall publish on its website:

- a. The current version of any terms or service;
- b. Its tariffs, rates and charges for equipment or services, including all approved tariffs and proposed tariff changes which have been filed with the General Secretariat in accordance with Article 55 of the By-Law;
- c. Contact information for the Regulatory Authority of ictQATAR, along with information that the Service Provider is regulated by law and that a Customer (and other Service Providers) may take unresolved disputes to ictQATAR; and
- d. A user-friendly navigation system that allows a Customer to easily locate this information.

Article 98 of the By-Law provides that a Service Provider shall maintain paper copies of the information described above at its business offices, and this information shall be available for public inspection free of charge during normal business hours.

Article 99 of the By-Law provides that if required by an order of the General Secretariat, a Service Provider shall include the information described above in the introductory pages to every telephone directory published by it or on its behalf; and a Service Provider shall provide upon request and at a reasonable charge, paper copies of its terms of service and all applicable tariffs, rates and charges to any Customer who requests them.

14. A Service Provider shall produce a summary of each current Retail Offer, to enable consumers to easily make comparisons between telecommunications services. Such a summary shall:

- a. be no more than a single A4 page, and in an easily readable font-size;
- b. be written in language easily understood by consumers;
- c. be clearly labelled as an "Offer Summary";
- d. shall contain a brief summary of the key characteristics of the Retail Offer, including the following information in the following order:
  - i. service description;
  - ii. the Minimum Service Period (if any) and any minimum notice period to be given prior to the Customer ending the contract outside this term;
  - iii. any set included value (such as an allowance for calls, SMS, or data caps), including where applicable how such allowance is consumed (e.g. minute plus second or minute plus minute billing);
  - iv. recurring service charges (e.g. monthly cost of the service);
  - v. one-off charges (e.g. installation, handset, etc.);
  - vi. call/data/SMS tariffs outside any set included value;
  - vii. any early termination fees that might apply if the Customer exits the contract within the Minimum Service Period;
  - viii. contact information for how to complain to the Service Provider and to ictQATAR's Dispute Resolution Service;
  - ix. for internet access services, a succinct reference to whether traffic management and/or fair use policies are applied to the plan and, if so, links should be provided to where more detailed information can be located on these policies; and
  - x. any other information likely to be materially relevant to the consumer's purchase of the service.

15. The summary referenced in Article 14:

- a. may form part of the tariff document prepared by the Service Provider for the purposes of Article 97 of the By-Law.
- b. shall be available on an easily accessible part of a Service Provider's website;
- c. shall be available (through a link) on a Service Provider's website wherever there is an invitation to purchase that particular Retail Offer;
- d. shall be provided free of charge in paper format at the point of sale and on request by a consumer, and explained by the Service Provider in person if the Service Provider is aware the consumer will have difficulty understanding the paper format; and
- e. shall be updated whenever material aspects of the Retail Offer change.

16. All information made available to consumers about a Telecommunications service (including but not limited to information on a website or in promotional material) shall be:
  - a. accurate; and
  - b. updated as soon as practical, following any changes to the terms of the service.
17. In accordance with the draft Retail Tariff Instruction, Service Providers must give customers at least one chargeable period's notice in advance of increases in recurring charges, i.e. at least one month's notice in advance in case of a monthly recurring charge.
18. A Service Provider is obliged to publish any increase in price in one local Arabic newspaper and one local English newspaper. For mobile subscribers any price increases must also be announced via SMS/USSD.

## Minimum Contractual Requirements

### Background

Article 96 of the By-Law provides that:

- a. The General Secretariat may require a Service Provider to submit draft terms of service to it for approval, and may prescribe a timetable for review, approval and implementation of the terms of service.
- b. Terms of service shall describe the basic terms of the relationship between the Service Provider and its Customers in respect to the provision and use of telecommunications services.
- c. The General Secretariat shall approve draft terms of service, and may make changes that it deems appropriate.
- d. Approved terms of service will replace existing terms used by a Service Provider.
- e. The General Secretariat may issue an order discontinuing the requirement for draft terms of service to be submitted for approval, if it determines that prior approval is no longer required to protect the interests of customers.

Article 92 of the By-Law contains requirements about the collection and use of customer information. It requires that a Service Provider discloses the purposes for which a customer's information is being collected either at the time it is collected or before it is collected, It also requires that information may not be disclosed about the customer without their consent.

## Clear Contractual Terms

19. All contracts between a Service Provider and Retail Customers for the provision of telecommunications services shall specify the following minimum requirements in a clear, easily understandable and easily accessible form, in English and Arabic, depending on the customer's preference:

- a. a description of the service to be provided;
  - b. a description of the Commitment Period and the Minimum Service Period (if any) and any minimum notice period to be given by the Customer prior to terminating the contract outside this term;
  - c. the cost of the service, including:
    - i. any recurring charges;
    - ii. call tariffs; and
    - iii. one-off charges;
  - d. a description of the circumstances in which the Customer may be disconnected by the Service Provider, including in accordance with The Licences, Article 94 of the By-Law or Article 33 of this Policy;
  - e. any charges that apply upon termination of the contract (within or outside the Minimum Service Period);
  - f. details of the minimum service quality standards for the service and any applicable compensation arrangements which will apply if quality service levels are not met;
  - g. a description of the Service Provider's Written Complaints Code and the Dispute Resolution Service, including details of how a Customer may lodge a complaint;
  - h. a clause stating the payment terms;
  - i. a clause stating the terms associated with the period of time between issue of the bill and payment; and
  - j. whether or not access to Emergency Call Services is provided.
20. All contracts between Retail Customers and a Service Provider shall specify the purposes for which the Customer's information may be used and shall provide the ability for a Customer to opt-out of providing their information for any of the stated purposes.

## Facilitating Customer Switching

21. Contractual terms shall not act as a disincentive for Retail Customers who may want to change their Service Provider. Contracts between a Service Provider and Retail Customers for the provision of telecommunications services shall not:
- a. include terms to the effect that at the end of a Retail Customer's Commitment Period, that contract can be automatically renewed for a further Commitment Period without the Service Provider first obtaining that Retail Customer's express consent; or

- b. enable the Service Provider to impose a charge on a Retail Customer for termination of a contract within the Minimum Service Period if that charge is disproportionate in relation to the payments still to be paid by the Retail Customer for the remainder of the Commitment Period.

22. A Service Provider shall:

- a. give a Retail Customer at least 21 days written notice, or such other notice as specified by ictQATAR, of any contractual or designed service changes that are likely to:
  - i. substantially reduce the benefit of the contract or service to the Retail Customer; or
  - ii. substantially increase the burden of the Retail Customer under the contract or service; or
  - iii. in relation to the Retail Customer, make the benefit or burden of the contract or service substantially different from that previously represented or contracted for;
- b. allow a Retail Customer to withdraw from the contract without penalty upon receipt of such notice; and
- c. at the same time as giving notice in (a) above, inform the Retail Customer of the Retail Customer's ability to terminate the contract without penalty if the proposed change is not acceptable to the Retail Customer.

## Billing

### Accurate and Clear Billing

#### Background

According to Article 51 of the Telecommunications Law and Article 87 of the By-Law a Customer shall not be liable to pay any fee for services or equipment that the Customer has not ordered and a Service Provider shall not charge a Customer except for the specified fee.

Annex E of the Licences (fixed and mobile) provides that a Service Provider shall comply with quality standards with respect to the number of complaints about billing accuracy and time taken to resolve such complaints, and shall provide regular compliance reports to the General Secretariat.

The Draft Billing Guidelines, referred to while preparing this Policy, include content and format requirements that are consistent with those in this Policy.

23. A Service Provider shall not render any bill to a Customer in regard to the provision of any telecommunications service or equipment, unless every amount stated in that bill represents and does not exceed the true extent of any such service or equipment actually provided to the Customer.

## Content, Format and Provision of Bills

### Background

Article 87 of the By-Law states that a Service Provider shall provide Customers with invoices:

1. at least once every three months and at no charge;
2. in paper form, or in electronic form if the Customer consents;
3. that are in a plain, simple and easy-to-understand format; and
4. that provide accurate information on the services provided, the amounts due for each service and the method of calculation or tariffs for any service on which invoices are based, on the length of calls or other measure of usage.

The Licences provides that (unless agreed otherwise in writing with a Retail Customer), within 20 days following the end of each billing period, the licensee will provide free of charge to its residential or single-line business Retail Customers (other than pre-paid Customers) an itemized bill in a format that is clear, legible and easily understood, for any and all services provided by the licensee in the billing period.

### 24. A bill shall:

- a. be issued in either Arabic or English depending on the Retail Customer's preference;
- b. acknowledge payments made on the previous bill; and
- c. state when non-payment will result in disconnection.

### 25. A Service Provider must provide electronic notification to any Retail Customer subscribed to a plan with a set included value (such as an allowance for calls, SMS, or data), when the Retail Customer reaches 80% and 100% of the monthly expenditure or allowance permitted under that plan. Such notification must:

- a. be provided within 48 hours of reaching the allowance;
- b. be provided electronically, by email or SMS; and
- c. clearly inform the Retail Customer that the limit of the relevant allowance has been reached and the implications for continued use of the service (including charges that would now apply or will apply to future usage).

## Retention of Billing Records

### Background

Article 88 of the By-Law provides that a Service Provider shall retain accurate records of all billing for a period of at least twelve months from the relevant billing date, and shall make them available to the General Secretariat upon request.

The Licences include a requirement that the licensee shall provide and complete responses on a timely basis to all information requests issued by ictQATAR.

26. If a Retail Customer has opted to receive electronic bills, then all such electronic bills shall be accessible online by that customer, and for at least for the preceding twelve months.

## Fit-for-Purpose Services

### Background

Article 101 of the By-Law provides that the General Secretariat shall set minimum quality of service standards and may have them amended by following consultation with the related Service Providers.

Annex E of the Licences requires that a licensee shall comply with the relevant quality of service obligations set out in the Licences for relevant services provided to Retail Customers. The licensee shall provide a compliance report to ictQATAR certifying its performance against the relevant quality of service performance obligations.

Article 102 of the By-Law and Annex E of the Licences provide that a failure to meet relevant quality or service standards may result in the imposition of fines, penalties, refunds, or other remedies.

27. A Service Provider shall take all necessary measures to ensure that:
- a. an End User utilizing their telecommunications service can call any active telephone number (or short-code) in the State of Qatar (whether owned or hosted by that Service Provider or not), and
  - b. any active telephone number (or short-code) they own or host shall be able to be called by any End User (whether that End User is their Customer or not).

## Internal Complaints Procedures

### Background

Article 94 of the By-Law provides that a Service Provider shall:

- a. Identify a person or group of persons who shall receive complaints from Retail Customers (“Complaints Team”);
- b. Include information on how to contact the Complaints Team on all written communications sent to customers and also on a Service Provider’s website; and
- c. Have documented procedures for handling complaints from Retail Customers, which are subject to the approval of the General Secretariat (“a Written Complaints Code”).

28. A Service Provider’s Written Complaints Code shall:

- a. be concise, easy to understand, and only contain information about the Service Provider’s procedure for handling complaints;
- b. at least include the following information:
  - i. the process for making a complaint;
  - ii. the steps that the Service Provider will take with a view to resolving the complaint, including timeframes in which the Service Provider will endeavor to resolve the complaint or will notify the Customer regarding progress towards resolving the complaint;
  - iii. the contact details by which a complaint can be made, including a phone number, email address, and postal address for making contact with the Complaints Team; and
  - iv. the contact details about the availability of the Dispute Resolution Service, including information about when a Customer can access the Dispute Resolution Service.
  - v. be easily accessible on a Service Provider’s website and, on request, be provided free of charge in paper format to a Customer.

29. A Service Provider’s complaints handling procedures must be sufficiently accessible to enable Customers with disabilities to lodge and progress a complaint.

30. A Service Provider must resolve complaints from Retail Customers in a fair and timely manner.

31. Following a Complaint being made, a Service Provider must:

- a. acknowledge receipt of the Complaint to the Retail Customer within five working days of the Complaint first being received;

- b. register the Complaint on their internal information systems in a manner that enables them to monitor the on-going status of the Complaint; and
  - c. provide the Retail Customer with a unique reference number for that Complaint, which facilitates the Retail Customer easily making subsequent enquiries.
32. Without limiting the liability or responsibility of Service Providers to their Customers, a Service Provider shall provide a refund to Retail Customers where:
- d. a Service Provider does not meet their contractual obligations to a Retail Customer;
  - e. a Retail Customer has paid for services that were not provided by the Service Provider or had not been requested by the Retail Customer; or
  - f. the product or service is not fit for the purpose it was designed to achieve; or
  - g. the quality of the service delivered by the Service Provider falls materially short of what would reasonably be expected,
- except to the extent that any loss exceeds the total amount paid by the Customer to the Service Provider over the period to which the Complaint relates or was caused by:
- h. a person (including the Retail Customer) other than the Service Provider; or
  - i. an event outside the reasonable control of the Service Provider, including a force majeure event.

## Disconnection of Customers

### Background

The Licences provide that a Service Provider may not suspend, cancel, withdraw or disrupt the provision of any type of Mandatory Service from any class or group of Retail Customers without the prior approval of ictQATAR, except in a narrow range of circumstances (including scheduled mandatory or essential test procedures or repair or upgrade works of limited duration, or in the case of force majeure). Service Providers are not required by the Licences to notify ictQATAR of individual disconnections – Section 10 is aimed at preventing widespread disruptions, A Service Provider must provide ictQATAR with at least 60 days' prior written notice of any widespread disruption and shall comply with any provisions established by ictQATAR, including giving sufficient notice to affected customers.

The Licences also provide that in the event of disruption of any Mandatory Service due to force majeure a Service Provider shall promptly inform ictQATAR and affected customers and work to ensure the service is restored as soon as is practically possible.

Article 94 of the By-Law provides that a Service Provider shall not disconnect or change the telecommunications services being provided to a customer that are the subject of a complaint or dispute, other than in accordance with the terms of service approved by the General Secretariat (pursuant to Article 96 of the By-Law) or as permitted by an order made by the General Secretariat.

33. Where a Retail Customer has not paid the Service Provider all or part of a bill for telecommunications services, any measures taken by the Service Provider to effect payment or disconnection shall:
- a. be proportionate and not unduly discriminatory;
  - b. give reasonable notice to the Retail Customer prior to any consequent service interruption or disconnection (of at least two days' notice);
  - c. except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned; and
  - d. not disconnect a service if there is an on-going Complaint about disputed charges, and the Service Provider must inform the Customer of this.

## Customer Transfers

### Background

Article 87 of the By-Law provides that a Service Provider shall not transfer or attempt to transfer Customers (and shall not charge Customers for services) except in accordance with Customer orders, agreed service terms or other written customer directions.

## Access to Emergency Services

### Background

The Licences provide that a Service Provider is required to ensure a Customer can access Emergency Call Services at no cost.

Article 59 of the Telecommunications Law makes it obligatory for Service Providers to comply with Orders and Instructions issued regarding the development of network or service functionality to meet security and general emergency requirements.

34. The General Secretariat may, if it considers it to be consistent with the objectives of the Telecommunications Law (as set out in Article 2 of the Telecommunications Law), issue regulations, rules or orders requiring Service Providers to make accurate and real-time caller location information for all calls made through Emergency Call Services available to the organization(s) receiving the call.
35. The disclosure of caller location information in accordance with any regulations, rules, or orders issued pursuant to Article 34 above shall be a lawful disclosure of information in accordance with Article 52 of the Telecommunications Law, Article 92 of the By-Law, The Licences and any other restriction on the use and disclosure of confidential information.
36. Regulations, rules or orders issued pursuant to Article 34 above shall form part of this Policy.

## Access to Directory Services

### Background

Article 50 of the Telecommunications Law states that ictQATAR may set the rules regulating “the provision of telephone Directory Services, in promoting products and goods” in the Consumer Protection Policy.

Article (52) of the Telecommunications Law and Article (92) of the By-Law provide for Protection of Customer Information and require that the purposes for which Customer Information is collected by a Service Provider shall be identified at or before collection, and a Service Provider shall not, except as permitted or required by law, or with the consent of the person to whom the information relates, collect, use, maintain or disclose Customer Information for undisclosed or unauthorised purposes.

Article 100 of the By-Law provides that the General Secretariat may issue regulations, rules or orders requiring Service Providers to provide Customers with a telephone directory and access to Directory Services, and that a Service Provider shall, in accordance with regulations, rules or orders issued by the General Secretariat:

- Provide customers with a telephone directory;
- Provide customers with access to Directory Services; and
- Exchange and compile Customer Information as required to facilitate the production of telephone directories or the provision of Directory Services.

37. With the exception of Retail Customers who have chosen not to have access to Directory Services, a Service Provider shall ensure that any Retail Customer can access Directory Services containing Directory Information on all Customers in Qatar who have been assigned a fixed telephone number by their Service Provider (excluding those who have exercised their right to have their Directory Information removed).

38. A Retail Customer has the right to:

- a. opt-out of appearing in a directory at the time of entering a contract;
- b. have some or all of their Directory Information withheld at any time by making such a request to their Service Provider; and
- c. be told what information about that Retail Customer a Service Provider would or does make, or has made, available through Directory Services.

### **Customers with Disabilities**

39. A Service Provider shall make available, free of charge and in a format reasonably acceptable to a Retail Customer who is visually impaired (examples of an acceptable format may include the document being in large-print, in Braille or in an audio format), upon their request:

- a. any contract with that Retail Customer for the provision of telecommunications services;
  - b. any bill rendered in respect of those services; and
  - c. any other communication between the Service Provider and the Retail Customer.
40. A Service Provider shall include information about the availability of information in the formats referenced in Article 39 above on an easily accessible part of their websites, and shall offer the service to consumers in situations when they are aware the consumer has a relevant disability.
41. A Service Provider shall ensure that, free of charge, a Retail Customer is able to nominate (or rescind the nomination of) an individual who may engage with the Service Provider in respect of the Retail Customer's account, including:
- a. receiving that Retail Customer's telephone bill;
  - b. paying that Retail Customer's bill on their behalf;
  - c. setting a limit on the total amount that can be billed in a month or agreed period; and
  - d. making enquires about the Retail Customer's account on behalf of the Retail Customer.
42. For the avoidance of doubt, the nominated individual referred to in Article 41 shall not be required to enter into a contract with the Service Provider and shall not be held legally liable by the Service Provider for their actions.
43. The General Secretariat may, if it considers it to be consistent with the objectives of the Telecommunications Law (as set out in Article 2 of the Telecommunications Law) issue regulations, rules or orders establishing a relay system whereby Customers with disabilities can receive assistance in utilizing their telecommunications services.
44. Regulations, rules, or orders issued pursuant to Article 43 above shall form part of this Policy.

## **Privacy Protections**

### Background

Article 52 of the Telecommunications Law includes requirements that:

- a. A Service Provider shall be responsible for protecting information it holds relating to its Customers and their communications, and must not collect, use, retain or advertise any Customer Information unless the Customer's approval is obtained or as permitted by law.
- b. Service Providers must ensure that all the information submitted is accurate,

complete and valid for use.

- c. Customers shall have the right to require that any of their information be corrected or removed.
- d. Article 52 shall not prohibit the lawful access by competent authorities of any confidential information or communications relating to Customers.

Articles 91 and 92 of the By-Law include requirements that a Service Provider:

- a. Shall take all reasonable steps to ensure the confidentiality of Customer communications, and shall not intercept, monitor or alter the content of a Customer communication, except with the explicit consent of the Customer or as permitted or required by applicable laws of Qatar;
- b. Shall identify the purposes for which Customer Information is collected at or before collection and shall not, unless permitted or required by law or with the consent of the person to whom the information relates, collect, use, maintain or disclose Customer Information for undisclosed or unauthorized purposes;
- c. Shall be responsible for any Customer Information and Customer communications records which are under its control or in its custody or those of its agents;
- d. Shall ensure that Customer Information and communications records are protected by security and technical safeguards that are appropriate to their sensitivity;
- e. Shall not disclose Customer Information to any person without the Customer's consent unless disclosure is lawfully required or permitted by the General Secretariat;
- f. Shall retain and use all Customer-specific information only for purposes specifically set out in the Service Provider's terms, or in accordance with rules or orders made by the General Secretariat or in accordance with applicable laws; and
- g. Shall ensure that Customers' Information is accurate, complete and updated regularly for the purposes for which it is to be used.

The Licences restrict the treatment of Customer communications and data by a Service Provider.

## Access to Customer Premises

### Background

Article (53) of the Telecommunications Law defines “Access Procedures” permitting ictQATAR to set the “rules necessary for facilitating access to private and public property”.

Article 104 of the By-Law provides that a Service Provider has the right to enter a Customer’s premises or property for the purposes of installation, operation, maintenance and repair of all telecommunications facilities that are owned or provided by the Service Provider. This right of entry is subject to:

- a. The Service Provider giving the Customer a notice and receiving the consent of the Customer.
- b. The Service Provider dispatching identified and qualified personnel.

45. A Service Provider may only enter a Customer’s premises or property with the consent of the Customer and:
  - a. that consent must be obtained in writing;
  - b. that authorization must be retained and shown upon request to occupants of the premises or property.
46. As a condition of access to a premises or property, a Service Provider must:
  - a. only enter the premises or property and undertake activity that the Customer has consented to;
  - b. return the premises or property to the pre-existing condition, or as is close to original condition as reasonably expected in the circumstances; and
  - c. make ‘best efforts’ to minimize Customer inconvenience, including keeping to appointment times.

## Part 3 – Dispute Resolution

### Dispute Resolution Service

#### Background

Article 61 of the Telecommunications Law provides that the General Secretariat shall resolve disputes between Service Providers and others and the decision of the General Secretariat shall be final and binding.

Article 61 of the Telecommunications Law provides that a suit regarding the dispute shall not be accepted as initiated unless a decision is issued by the General Secretariat or 60 days from the date of the submission to the General Secretariat have lapsed, whichever is earlier.

Article 105 of the By-Law allows the General Secretariat to issue orders relating to Service Provider liability, Customer refunds and damages associated with the provision of services.

Article 122 of the By-Law provides for the General Secretariat to issue regulations, rules, orders and notices related to dispute resolution.

Article 124 of the By-Law provides that where, following use of a Service Provider's internal complaints procedures, a Retail Customer is unable to resolve a complaint with that Service Provider, either party may request the assistance of the General Secretariat to resolve the dispute ("the Dispute Resolution Service").

Under Article 124 of the By-Law the General Secretariat may take any of the following measures:

1. Assign members of its staff or an expert consultant to attempt to resolve the dispute;
2. Issue a decision to resolve the dispute and the decision shall be binding;
3. Take such other action as it deems appropriate; and
4. Direct the parties to refer the dispute to the competent Court.

Article 97 of the By-Law provides that a Service Provider shall publish on its website that Customers may contact the General Secretariat if they are unable to resolve a dispute with a Service Provider.

Article 125 of the By-Law allows for any costs incurred by the General Secretariat in relation to a dispute to be recovered from the parties to the dispute.

47. The Dispute Resolution Service can investigate and, where appropriate, require a remedy to be made available with respect to all unresolved Complaints about a Service Provider and their service, except where the Complaint:
  - a. is already before the courts or some other relevant body;
  - b. is vexatious;

- c. is about the commercial decisions made by a Service Provider about whether they will provide a particular product or service or the terms on which they will make it available to the public;
- d. is about the content of telecommunications services (e.g. calls, emails, SMS, or any other type of message) or internet sites; or
- e. relates to employment and staff issues within a Service Provider;
- f. concerns hardware or equipment that has not been supplied by the Service Provider; or
- g. is about a matter or issue that the General Secretariat does not think appropriate to investigate.

48. The Dispute Resolution Service:

- a. may only accept an application where the Complaint remains unresolved 30 calendar days after first being made to the Service Provider, or where the Retail Customer is dissatisfied with the resolution offered by the Service Provider; or where the Dispute Resolution Service considers the case to be urgent;
- b. has absolute discretion to decide whether a complaint is within the jurisdiction of the Dispute Resolution Service;
- c. will act in good faith throughout the investigation and towards all parties in the dispute; and
- d. can accept a complaint made by a nominee of the End User, who is authorized to act on behalf of the End User.

49. If the General Secretariat determines that a remedy is appropriate, the General Secretariat may, taking into account all relevant circumstances, require the Service Provider to provide the Customer with one or more of the following:

- a. an apology, which may be public or made privately to the Customer;
- b. an explanation as to what went wrong, which may be public or made privately to the Customer;
- c. practical action to correct the problem and prevent future occurrences; and/or
- d. a financial award, which may include a refund and/or compensation.

50. A decision from the Dispute Resolution Service regarding a dispute is binding on the Service Provider but not on the Retail Customer, who remains free to pursue the matter in court.

51. The Dispute Resolution Service will be accessible free of charge to the Retail Customer.

## **Part 4 – Policy Compliance**

52. A Service Provider will observe the following to ensure compliance with Part 2 of this Policy:
- a. develop appropriate compliance policy and procedures;
  - b. develop appropriate procedures or programs to educate employees of Policy compliance issues; and
  - c. where relevant, ensure that the Policy (and any internal procedures or programs) is provided to third parties who are working with or on behalf of the Service Provider in the provision of telecommunications services.
53. A breach of this Policy may be addressed in two ways:
- a. A Customer who has been adversely affected by a Service Provider's non-compliance with Part 2 of this Policy may make a complaint against that Service Provider, initially through the Service Provider's internal complaints procedures and, if not resolved, through the Dispute Resolution Service.
  - b. ictQATAR may exercise its formal enforcement powers against a Service Provider for breaches of any provisions of this Policy.
54. When considering use of its formal enforcement powers under the preceding Article, without limiting its legal powers or discretion, ictQATAR will consider utilizing an escalating enforcement regime based on:
- a. public notification that a Service Provider is likely to be in breach of the Policy. This step is intended to provide notification to the public of the failure of the Service Provider to meet its obligations, and the need for a rapid remedy of the situation by the Service Provider;
  - b. binding directives that should be taken by a Service Provider to ensure compliance with the Policy;
  - c. provision of refunds and/or compensation to a class of Customers; and
  - d. fines and penalties.

### **Self-monitoring of compliance**

55. A Service Provider must annually certify its compliance with this Policy to the General Secretariat ("Self Certification"), in writing and before the date that is 10 working days following 31 December stating that:
- a. it was compliant with this Policy at all times from the date of the previous Self Certification;
  - b. it is compliant as at the date on which the Self Certification is made; and

- c. to the best of its knowledge and belief it will be compliant with the Policy for the following 12 months.
56. If a Service Provider is unable to complete Self Certification by that date, it must submit in writing to General Secretariat within 10 working days of the year ending 31 December, a report:
- a. identifying the provision(s) of the Policy for which it is unable to self-certify in the relevant timeframe;
  - b. giving reasons for being unable to self-certify; and
  - c. outlining what action the Service Provider is taking to remedy the situation and the expected date by which Self Certification will be completed.

## **Enforcement and Penalties**

### Background

Article 49 of the Telecommunications Law provides that Service Providers must comply with the rules, conditions, standards and practices relating to the consumer protection policy.

Article 70 of the Telecommunications Law provides that any person who violates any rules of the last paragraph of Article 49 (as set out above) of the Telecommunications Law shall be punished with imprisonment for a period not exceeding two years and/or with a fine not exceeding one hundred thousand Qatari Riyals.

The Licences provide that in conducting its business, the licensee shall comply with the applicable regulatory framework, which as defined in the Licences, includes all decisions and regulations issued by ictQATAR including those governing consumer protection.

The Licences provides that a failure to comply with any terms of the provisions of the applicable regulatory framework shall be a breach of the Licences.

The Licences set out ictQATAR's enforcement powers.

The Licences provide that if the licensee fails to comply with an enforcement order of ictQATAR, the licensee shall be subject to the penalties and sanctions permissible under the applicable regulatory framework.

Article 67 of the Law provides that any person who violates any term of a licence shall be punished by imprisonment for a period not exceeding one year and with a fine not exceeding one million Qatari Riyals.

Other potential penalties for non-compliance with this Policy include:

- a. Article 12 of the Telecommunications Law allows the Board (with respect to individual licences) and the Secretary-General and now The Minister of Information & Communication Technology (with respect to class licences) to amend, suspend, revoke or refuse to renew a licence for repeated violations of the Law, the By-Law or regulations, decisions and orders issued pursuant to the Law or any conditions of the licence. Article 72 of the Telecommunications Law defines "repeated" as committing an offence within three years from the date of the fulfilment of the previous penalty.

- b. The Licences allow ictQATAR to amend, suspend or revoke the licence in accordance with the applicable regulatory framework. The Licences may be revised by ictQATAR from time to time as necessary to bring its terms into conformity with the applicable regulatory framework.
- c. Article 63 of the Telecommunications Law allows employees of ictQATAR (that are vested with powers of judicial seizure by the Attorney-General with the agreement of the Chairman of the Board) to seize and prove offences that violate the rules of the Law. These employees may:
  - i. Enter related premises;
  - ii. Access records and documents;
  - iii. Inspect equipment, telecommunications systems and any other related thing; and
  - iv. Request data or clarifications as they deem necessary, and similar powers apply under The Licences.
- d. The Licences provide that if ictQATAR has determined (in its sole discretion) that:
  - i. the licensee is contravening or has contravened a material provision of the licence or the applicable regulatory framework (which includes the Policy);
  - ii. there is a reasonable likelihood that the licensee will engage in repeated violations of the same, irrespective of the imposition of penalties or sanctions; and
  - iii. the cumulative effect of these violations will be to impede the introduction, development or maintenance of effective competition in the telecommunications sector,

ictQATAR may, after consultation with the licensee and interested parties and full consideration of all the relevant evidence, amend the licence to require the structural, operational or organizational separation of the licensee's business activities.

## Part 5 – Monitoring and Review

### Background

As per Article 49 of the Telecommunications Law, the General Secretariat shall:

- a. Monitor the terms of service between Service Providers and consumers;
- b. Determine and develop the applicable quality of service standards;
- c. Follow-up and prevent abusive and misleading commercial practices;
- d. Ensure that there are effective procedures for the resolution of consumers' disputes; and
- e. Review the state of competition in any telecommunications services markets determined in the State and the Consumer Protection Policy and all related regulations and update them to reflect the state of competition in such markets for the purpose of relying on market forces to safeguard the interests of consumers.

57. The General Secretariat can also:

- a. undertake and publish market research on the views of consumers with respect to telecommunications markets;
- b. gather and publish key industry statistics likely to be of interest to consumers, including complaint volumes against Service Providers; and
- c. publish in an easily accessible format the performance of Service Providers against key service quality metrics.

### **Review of the Policy**

58. The General Secretariat will regularly review the Policy to determine whether its content and scope remain appropriate.

59. The General Secretariat may amend the Policy at any time, which may be preceded by consultation with industry participants, consumer organizations, and other relevant stakeholders.

60. Amendments to this Policy by the General Secretariat shall be promptly publicly notified by the General Secretariat, and an up-to-date version of the amended Policy shall promptly be made publicly available by the General Secretariat free of charge.

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