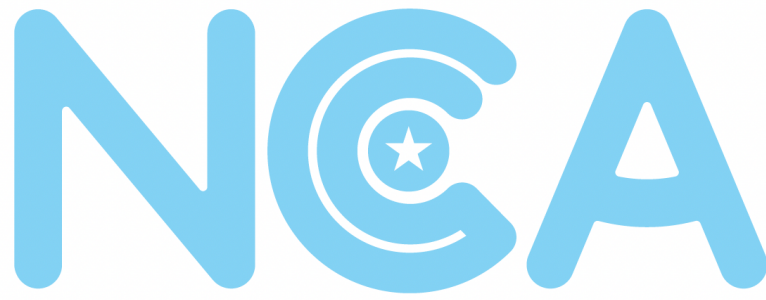




FEDERAL REPUBLIC OF SOMALIA  
NATIONAL COMMUNICATIONS AUTHORITY

## **Telecommunications Consumer Protection Regulations**

**August, 2026**

## CONTENT

|                                                                       |    |
|-----------------------------------------------------------------------|----|
| PART I—PRELIMINARY .....                                              | 3  |
| 1. Citation .....                                                     | 3  |
| 2. Purpose of Telecommunications Consumer Protection Regulations..... | 3  |
| 3. Definitions .....                                                  | 3  |
| PART II—CONSUMER RIGHTS AND SERVICE PROTECTION .....                  | 7  |
| 4. Sales and Advertising of Telecommunications Services .....         | 7  |
| 5. Contract Requirements of Telecommunications Services .....         | 9  |
| 6. Billing .....                                                      | 13 |
| 7. Standard Customer Agreement.....                                   | 15 |
| 8. Switching and Number Portability.....                              | 15 |
| 9. Consumers Experiencing Vulnerabilities .....                       | 16 |
| 10. Child Online Protection .....                                     | 17 |
| 11. Contract Duration and Termination .....                           | 17 |
| 12. Discontinuation of Service .....                                  | 18 |
| 13. Protection of Personal Data in Telecommunications Services.....   | 19 |
| 14. Complaints Handling .....                                         | 20 |
| 15. Customer Service and Call Center Standards .....                  | 21 |
| 16. Service and Network Outage .....                                  | 23 |
| 17. Codes of Practice.....                                            | 24 |
| PART III—MISCELLANEOUS PROVISIONS.....                                | 25 |
| 18. Monitoring .....                                                  | 25 |
| 19. Compliance .....                                                  | 25 |
| 20. Reporting.....                                                    | 25 |
| 21. General Penalty.....                                              | 25 |
| 22. Entry into Force.....                                             | 26 |

**FEDERAL REPUBLIC OF SOMALIA**  
**NATIONAL COMMUNICATIONS AUTHORITY**

**IN EXERCISE** of the powers conferred upon the National Communications Authority under Articles 2, 3, and 6 of the National Communications Law of 2017, the National Communications Authority of the Federal Republic of Somalia issues the following Regulations:

**Telecommunications Consumer Protection Regulations, 2026**

**PART I—PRELIMINARY**

**Article 1**

**The Name of the Regulation**

These Regulations may be cited as the National Communications Authority Telecommunications Consumer Protection Regulations of 2026.

**Article 2**

**The Purpose of the Regulations**

The objectives of these Regulations are to —

- (a) protect the rights and interests of consumers and other end-users of telecommunications services in the Federal Republic of Somalia; and
- (b) promote fairness, transparency, and good practice by service providers in the provision of telecommunications services.

**Article 3**

**Definitions**

In these Regulations:

Unless the context otherwise requires or these Regulations otherwise provide, the following terms shall have the meanings assigned to them:

- (1) **Act** means the National Communications Law of 2017;
- (2) **Authority** means the National Communications Authority established under Article 4 of the Act;

- (3) **bill** means the information issued, or made available, by a telecommunications provider to an end-user about the charges levied and due for payment or the debits and credits applied to an end-user's account;
- (4) **bundle** means a contract, or two or more closely related or linked contracts, between the provider of a telecommunications service and an end-user, which:
- (a) relates, or together relate, to the provision of at least one of the following:
    - (i) an internet access service; or
    - (ii) a number-based interpersonal telecommunications service; and
  - (b) also relates, or together also relate, to the provision of at least one of the following:
    - (i) another service falling within paragraph (a)(i) or (ii);
    - (ii) any other telecommunications service;
    - (iii) a content service; and/or
    - (iv) terminal equipment;
- (5) **commitment period** means a period beginning on the date that contract terms agreed by a telecommunications provider and a subscriber take effect and ending on a date specified in that contract, and during which the subscriber is required to pay for services, facilities and/or terminal equipment provided under the contract and the telecommunications provider is bound to provide them;
- (6) **Complainant** means
- i. a customer who is a consumer, who makes a complaint to a telecommunications provider;
  - ii. one or more consumers, where there are numerous consumers having the same interests;
  - iii. In case of the death of a consumer, their legal heir or representative, who makes a complaint;
- (7) **complaint** means an expression of dissatisfaction made by a customer who is a consumer, to a telecommunications provider related to either:
- i. the telecommunications provider's provision of telecommunications services to that Customer;
  - ii. the complaint-handling process of the Service Provider; or
  - iii. the level of customer service experienced by that Customer;
- (8) **Consumer** means
- i. any natural person who uses or requests a telecommunications service or bundle for personal or domestic use and not for resale; or

- ii. a business or non-profit organization that acquires or may acquire one or more telecommunications goods and services that are not for resale; and
- (9) **Consumer in vulnerable circumstances** means a consumer who is experiencing circumstances that may permanently or temporarily negatively affect their use of a telecommunications service, including:
- (a) living with identified needs including intellectual, mental, physical, sensory, neurological, or a learning disability;
  - (b) age; very young or old;
  - (c) living in an underserved or unserved area;
  - (d) changes in personal or family circumstances, including bereavement;
- (10) **Customer** means, in the context of a telecommunications service, any consumers, microenterprise or small enterprise customers or not-for-profit customers;
- (11) **durable medium** means any instrument which enables the consumer to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- (12) **early termination charge** means a charge that may be payable by the Subscriber for terminating a contract before the end of the Commitment Period;
- (13) **‘End-User’**, in relation to a telecommunications service or bundle, means:
- (a) a person who, other than as a telecommunications provider, is a Customer of the Service Provider of that service or bundle;
  - (b) a person who makes use of the service or bundle otherwise than as a telecommunications provider; or
  - (c) a person who may be authorized, by a person falling within paragraph (a), so to make use of the service or bundle;
- (14) **included value plan** means a mobile post-paid telecommunications service plan under which the Customer receives a larger amount of monthly included value than the minimum monthly charge they pay to use on a combination of eligible services across standard national calls, short message service and data;
- (15) **losing provider** means the telecommunications provider from whom a Customer is transferred as a consequence of discontinuation of service under Section 12;
- (16) **loss of service** means:
- (a) in relation to a Fixed Voice or Other Fixed-Line Service, where:

- (i) the Customer is unable to make an outgoing call or to receive an incoming call; or
    - (ii) where the service only allows for one-way transmission;
  - (b) in relation to a Broadband Service, where the Customer is unable to access the public internet, in each case as a result of a planned or unplanned change in the operation of the telecommunications network(s) (and/or elements of that network or networks) provided by the Customer's telecommunications provider or used by it to provide its services, including any failure of equipment;
- (17) **migration date** means the date requested by the Switching Customer where technically possible or as soon as possible;
- (18) **Mobile Switching Customer** means a Subscriber of either the Losing Provider or Receiving Provider who has requested, is requesting or considers requesting a telecommunications provider migration or number portability under Section 8;
- (19) **MSME Customer** means, in relation to a Service Provider, a Customer of that provider that falls into the categories of Micro, Small, or Medium Enterprise, as per the MSME classification under the Companies Act, Ministry of Commerce and Industries.
- (20) **Number portability** means a facility whereby Switching Customers who so request can retain their telephone number(s) on a public electronic communications network, independently of the person providing the service at the network termination point of the Switching Customer provided that such retention of a telephone number is in accordance with the National Telephone Numbering Plan.
- (21) **personal information** includes subscriber telephone number, location data and traffic data, and any other data defined in the Data Protection Law.
- (22) **porting process** means a process by which number portability is carried out in accordance with Section 8, including activation by the Receiving Service Provider, of the telephone number(s) and/or mobile number(s) that have been ported;
- (23) **porting authorisation code** means a unique code used to signify the Losing Provider's consent to the Switching Customer being entitled to request and have their mobile number ported to another Telecommunications Service Provider;
- (24) **pre-use notice** means a notification published by a Service Provider on the use case for automated decision-making technology informing Customers of their right to opt in and opt out of the technology;
- (25) **Receiving Service Provider** means a Service Provider to whom customers are ported under Section 8 or transferred under Section 12;

- (26) **relevant service** means, the telecommunications service for which a Service Provider is licensed to provide under the Act;
- (27) **service level agreement** means the service quality levels offered by a Service Provider under a contract;
- (28) **service level guarantee** means the compensation payable under a contract if the Service Provider fails to meet a service level agreement;
- (29) **Service Provider** means a person who (within the meaning of Article 41 of the Act) provides a telecommunications service or a Licensee;
- (30) **service termination authorization code** means a unique code used to signify the Losing Provider's consent to a Subscriber being entitled to switch to another Telecommunications Service Provider without the Subscriber porting their Mobile Number;
- (31) **specialized service** means a service other than an internet access service which is optimized for specific content, applications or services, or a combination thereof;
- (32) **Subscriber** means any end-user who is party to a contract with a provider of telecommunications services or bundles for the supply of such services or such a bundle; and
- (33) **working day** means a day that is neither a Friday nor a gazetted public holiday.

## PART II—CONSUMER RIGHTS AND SERVICE PROTECTION

### Article 4

#### Sales and Advertising of Telecommunications Services

- (1) A Service Provider who sells or advertises telecommunications services shall provide to the relevant customers, in a durable medium, information about the services that is accurate and not misleading.
- (2) A Service Provider shall include any important conditions, limitations, qualifications, or restrictions about an offer in its advertisement to allow Consumers to make informed choices.
- (3) A Service Provider shall publish a comprehensive summary of their sales and advertising obligations in an easily accessible and reasonably prominent manner on their website or in such manner and form as prescribed by the Authority;

- (4) A Service Provider shall, upon a Customer's request, provide a copy of its sales and advertising obligations to the Customer free of charge and within a reasonable time.
- (5) Where a Service Provider contracts a retailer directly or through a third party to sell or advertise the Service Provider's relevant services, the Licensee shall:
- (a) Inform the retailer of the obligations in subsections (1)-(4) above; and
  - (b) Ensure that:
    - (i) any information it provides to Customers is accurate and not misleading;
    - (ii) it asks Customers if they want the information to be provided in a durable medium and, if they do, the Retailer must provide the information in that form; and
    - (iii) it creates and keeps records about the sale of the Service Provider's relevant services including the date of the sale, the means through which the contract was entered into and the place where the contract was entered into, for a period of not less than six months and, where applicable, about a related sales incentive for a period of not less than 90 days after the date by which this sales incentive has to be fully redeemed.
- (6) A Service Provider shall, before entering into or amending a contract for a relevant service, ensure that a Customer:
- (a) is authorised to do so;
  - (b) intends to enter into this contract; and
  - (c) is provided, in a clear, comprehensible and accurate manner, with the information specified in Section 5 (Contract Requirements of Telecommunications Services), in a durable medium that is available or accessible to the Customer before the Customer is bound by the contract, except where subsection (7) applies.
- (7) Where a Customer enters into or amends a contract during a telephone sales call, and it is not practicable to provide the information in a durable medium before the Customer is bound, a Service Provider shall instead provide the following information to the Customer orally during the call:
- (a) the identity of the legal entity the Customer is contracting with; its address and telephone, fax and/or e-mail contact details; and
  - (b) a description of the relevant service; the key charges, including minimum contract charges and any early termination charges; payment terms; the existence of any termination right, including termination procedures; the likely date the relevant

service will be provided, in case the provision of the relevant service is not immediate; and any Commitment Period.

(8) Where the Service Provider or its retailer offers a Customer a sales incentive from which the Customer does not benefit immediately and which the Customer is entitled to receive after entering into the contract for the relevant service, the Service Provider shall:

(a) NOT impose restrictive terms and conditions; and

(b) Provide to the Customer, in a clear, comprehensible and accurate manner in a durable medium (or, where the offer is made during a telephone sales call, orally during the call and subsequently in a durable medium under subsection (10), the following information:

(i) the identity of the legal entity which makes the sales incentive offer and undertakes to meet the obligations tied to it, and its address and telephone, fax and/or e-mail contact details;

(ii) a description of the sales incentive; and

(iii) the terms and conditions of the sales incentive, including a clear and detailed explanation of the process the Customer must follow to obtain it.

(9) A Service Provider shall communicate any important limitations that apply to its special promotions, including principal terms, timeframes, and eligibility.

(10) Where a Customer enters into or amends a contract during a telephone sales call under subsection (7), or where a sales incentive offer is made during a telephone sales call under subsection (8), a Service Provider shall, in addition to providing the information orally during the call, send that information to the Customer in a durable medium within a reasonable time after the call.

## **Article 5**

### **Contract Requirements of Telecommunications Services**

(1) A Service Provider shall, except in the case of machine-to-machine transmission services, provide to a consumer, customer, end user or subscriber, clear, comprehensible and timely information regarding the services offered and the terms and conditions relevant to the service that is sufficient to enable consumer, customer, end user or subscriber to make informed decisions regarding a service in a durable medium.

(2) The information under subsection (1) shall, in every case, include:

### *Identity and contact details of the Service Provider*

- a) identity, such as its trading name;
- b) telephone number (where available);
- c) registered address;
- d) fax number (where available);
- e) e-mail address (where available); and
- f) geographical address of the place of business and where the Customer can address any complaints (if different to the registered address).

### *Description of services*

- g) the main characteristics of the service provided, including:
  - (i) any minimum quality of service levels, including any Service Level Agreement, where offered; or
  - (ii) where no minimum quality of service levels are offered, a statement to this effect;
- h) where applicable, the existence and conditions of after-sales services and commercial guarantees.

### *Price*

- a) the price of the service (including VAT), including:
  - (i) the Core Subscription Price;
  - (ii) any usage charges for any additional use of services or facilities, or for use of any additional services or facilities not included in (a);
  - (iii) where applicable, any activation charges;
- b) any Core Subscription Price Change Information.

### *Delivery of service*

- a) the arrangements for payment; and
- b) the arrangements for the provision of the relevant telecommunications service(s), including, as accurately as possible, the likely date of provision of the service(s).

### *Duration, renewal and termination of contract*

- c) the duration of the contract including the Commitment Period;
- d) any minimum use or duration required to benefit from promotional terms;

- e) the conditions for renewal and termination of the contract, including any applicable early termination charges and any applicable notice period that the Customer is required to provide in order to exit the contract;
- f) information on retaining any terminal equipment upon expiry of the Commitment Period, including any fees involved;
- g) information on the right to a refund of any remaining credit in relation to prepaid services in the event of switching service providers.

#### *Data protection*

- h) information on what personal data shall be provided before the performance of the service or collected in the context of the provision of the service.

#### *Security*

- i) the type of action that might be taken by the Service Provider in response to security incidents, threats or vulnerabilities.

#### *End-users with disabilities*

- j) details on products and services designed for End-Users with disabilities and how updates on this information can be obtained.

#### *Remedies, complaints handling and dispute resolution*

- k) the means of initiating procedures for the resolution of disputes including national and cross-border disputes in accordance with the Alternative Dispute Resolution Mechanism of which the Service Provider is a member and the method of accessing such channel;
- l) any compensation and refund arrangements, including;
  - (i) where applicable, explicit reference to rights of Customers, including any compensation, such as any service level guarantees, which apply if any offered minimum quality of service level, such as a service level agreement, is not met; and
  - (ii) where applicable, explicit reference to rights of Customers, which apply if the Service Provider responds inadequately to a security incident, threat or vulnerability.

- (3) A Service Provider providing internet access services shall, in addition to the information required under subsection (2), provide the following information to a customer:

*Service characteristics*

- (a) any minimum quality of service levels, including any Service Level Agreement, where offered, regarding:
  - (i) latency;
  - (ii) jitter; and
  - (iii) packet loss.
- (b) information on how traffic management measures applied by the Service Provider could impact on the quality of the internet access services, on the privacy of the Customer and on the protection of their personal data;
- (c) a clear and comprehensible explanation as to how any volume limitation, speed and other quality of service parameters may in practice have an impact on internet access services, and in particular on the use of content, applications and services;
- (d) a clear and comprehensible explanation of how any specialised services to which the Customer subscribes might in practice have an impact on the Internet Access Services provided to them;
- (e) a clear and comprehensible explanation of:
  - (i) for fixed networks: the minimum, normally available, maximum and advertised download and upload speed of the internet access services;
  - (ii) for mobile networks, the estimated maximum and advertised download and upload speed of the internet access services; and
  - (iii) how significant deviations from the respective advertised download and upload speeds could impact the exercise of the End-Users' rights.

*Price*

- (f) Where the relevant service is provided as part of a bundle, the price of the individual elements of the bundle to the extent they are also marketed separately;
- (g) details of the specific tariff plan or plans under the contract and, for each such tariff plan, the services offered, including where applicable, any allowances included in the plan(s) (such as gigabytes of data, voice minutes and messages) per billing

- period, and any usage charges for any additional use of services or facilities, or for use of any additional services or facilities;
- (h) in the case of tariff plan or plans with a pre-set volume of communications, the possibility to defer any unused volume from the preceding billing period to the following billing period, where this option is included in the contract;
  - (i) facilities to safeguard bill transparency and monitor the level of consumption;
  - (j) tariff information regarding any numbers or services subject to particular pricing conditions, including any applicable Access Charges;
  - (k) details and conditions, including fees, of any after-sales service, maintenance, and customer assistance; and
  - (l) the means by which up-to-date information on all applicable tariffs and maintenance charges may be obtained.

*Duration renewal and termination of contract*

- (m) the conditions of termination of a bundle or of elements thereof where the service is provided as part of a bundle.

**Article 6**  
**Billing**

- (1) A Service Provider shall provide to a Customer information in a durable medium or in such other accessible form as the Authority may approve about:
  - (a) Billing period policy;
  - (b) Charges and discounts;
  - (c) The bill media (such as paper or electronic) made available by the service provider;
  - (d) Any billing options;
  - (e) Terms and conditions applicable to the service provider's bill, any billing options, its frequency and its payment;
  - (f) Processes to assist Customers experiencing difficulties in their bill payment; and
  - (g) Billing control tools.
- (2) A bill for a telecommunications service shall contain:
  - (a) The Customer's or former Customer's billing name and address;
  - (b) The Service Provider's trading name;
  - (c) The bill issue date and a sequential bill identification number;
  - (d) The billing period;

- (e) An account reference number;
  - (f) A Customer reference to be used when paying online;
  - (g) The current due date for the billed charges and the due date for any outstanding amount;
  - (h) At least one method of bill payment that is free of charge imposed by the Service Provider;
  - (i) Information regarding any additional charges that will apply for any additional payment method;
  - (j) The name of, or reference for, the service to which the bill relates;
  - (k) Any charges that exceeded spend limits or included allowance thresholds;
  - (l) A description of the charges included in the bill including the total amount of the bill, any applicable discounts or credits being applied to the bill or charge, including any third party charges;
  - (m) for bills that contain charges for an included value plan, the total amount of the bill for each of the two previous billing Periods;
  - (n) for bills that contain charges for an included value plan, a link to the area on the Service Provider's website where the Customer can obtain call and data usage information or instructions on where the Customer can obtain call and data usage information;
  - (o) a contact point for the Customer, or former Customer, to make billing inquiries that includes at least a telephone number;
  - (p) a contact point for the Customer, or former Customer, to obtain pricing information if not available from the contact point described in (o);
  - (q) the hours of operation of the contact point in (o) above, if the contact point is open less than 24 hours, 7 days a week; and
  - (r) the nature of any charges applying to billing inquiry calls, including information about any charge greater than the Service Provider's local call tariff, or equivalent.
  - (s) the amount of any applicable tax, including VAT, shown separately or as part of the total
- (3) A Service Provider shall ensure billing accuracy, and that sufficient information is readily available to the Customer, or former Customer, to verify that charges are correct and consistent with:
- (a) the Service Provider's published or contracted charges and discounts; and

- (b) the telecommunications services which the Customer, or former Customer, has requested, used or contracted to receive.
- (4) A Service Provider shall, upon a Customer's request and irrespective of whether or not previously made available on a bill or otherwise made available, provide to Customers and former Customers all billing information free of charge and within a reasonable time related to that Customer's or former Customer's telecommunications service.
- (5) Where a Service Provider includes third party charges on a Customer's bill, a Service Provider shall address all inquiries and resolve all Complaints made to it regarding those Third- Party Charges.
- (6) A Service Provider shall discontinue billing for a service within 24 hours of receiving a Customer's notice to terminate a contract.

## **Article 7**

### **Standard Customer Agreement**

- (1) A Service Provider shall submit its standard customer service agreement applicable to each relevant service it offers to the public to the Authority for approval 14 working days prior to the agreement's implementation.
- (2) The standard customer service agreement shall include a service description, payment terms, customer responsibility, data protection policy, complaint handling mechanisms, and dispute resolution mechanisms
- (3) Upon receiving the agreement under subsection (1), the Authority shall, within 7 working days, either:
- (a) approve the standard customer service agreement;
  - (b) approve the standard customer service agreement with the recommendation that the Service Provider makes amendments specified by the Authority; or
  - (c) decline to approve the standard customer service agreement, with reasons.
- (4) A Service Provider shall incorporate within its ancillary agreements with other licensees quality of service standards that safeguard end-user consumer protections.

## **Article 8**

### **Switching and Number Portability**

- (1) Each Service Provider shall comply with the number portability regulations, including all procedures, technical specifications, conditions, and operational requirements, as the Authority has developed or may develop, prescribe, or amend from time to time pursuant to the National Communications Law of 2017, and shall implement such technical and administrative measures as the Authority shall require to give full effect to number portability for the consumers.

## **Article 9**

### **Consumers Experiencing Vulnerabilities**

- (1) A Service Provider shall ensure that the requirements and interests of End-Users with disabilities and Consumers whose circumstances may make them vulnerable are fully taken into account in the development and provision of their services.
- (2) A Service Provider shall provide reasonable accommodations to End-Users with disabilities and Consumers in vulnerable circumstances, including accessible formats of contracts, bills, and complaint channels, and appropriate assistance in accessing and using its services
- (3) A Service Provider shall, within three (3) months of publication of these Regulations or within three months of licensing, establish and publish policies and procedures for the fair and appropriate treatment of End-Users with disabilities and Consumers whose circumstances may make them vulnerable.
- (4) Where a Service Provider requests evidence of vulnerability in relation to the provision of telecommunication services, the Service Provider shall, in accordance with Section 13 and the Data Protection Law:
  - (a) only retain any material or supporting evidence for the period that it is required to complete that assessment; and
  - (b) dispose of, or destroy, any material or supporting evidence after the completion of such assessment in a secure manner.
- (5) A Service Provider shall make available to End-Users with disabilities and Consumers in vulnerable circumstances the contact details and support channels referred to in Section 15(2), and shall keep its policies and procedures under this Section up to date and review them at least every two years
- (6) A Service Provider shall, upon request by the Authority, provide information on compliance and implementation with this Section.

**Article 10**  
**Child Online Protection**

- (1) A Service Provider shall, pursuant to Article 64 of the Act:
- (a) establish mechanisms to prevent children from accessing harmful telecommunication services or content to children; and
  - (b) establish mechanisms that enable parents and guardians to control children's access to harmful content

**Article 11**  
**Contract Duration and Termination**

- (1) A Service Provider shall provide a Customer with information on the duration, the conditions for renewal and termination of the contract, including any applicable early termination charges and any applicable notice period that the Customer is required to provide in order to exit the contract.
- (2) A Service Provider shall not include in any contract with a Customer, save for an installment contract for a physical connection, a term that stipulates a commitment period of more than 24 months.
- (3) A Service Provider shall only renew a contract under subsection 11(1) with the express consent of the Customer.
- (4) Notwithstanding any Commitment Period under subsections 10(1) and 10(2), a Service Provider shall ensure that their conditions for contract termination do not restrict Customers from changing service providers.
- (5) A Service Provider shall give a Customer, in a clear, comprehensible, and accurate manner in a durable medium, notice of at least one month of any contractual modifications relating to a Service, or a Bundle, or any elements of a Customer contract, unless such modification:
- (a) is exclusively to the benefit of that Customer,
  - (b) is of a purely administrative nature and has no negative effect on the Customer, or
  - (c) is directly imposed by law.
- (6) A Service Provider shall inform a Customer of their right to terminate a contract subject to modification without a charge under subsection 11(5) within one (1) month of notification. On such termination, the Customer shall be liable only for:
- (a) charges accrued up to the date the modification takes effect, or

- (b) the cost of any terminal equipment the Customer chooses to keep.
- (7) A Service Provider shall inform a Customer of their right to terminate a contract at any time.
- (8) Where a Service Provider receives a notice to terminate under subsection 11(7), the Service Provider shall:
  - (a) immediately discontinue billing in accordance with Section 6(6), or
  - (b) Refund the customer for any amount charged from the date of the notice within 30 days of termination.

## **Article 12**

### **Discontinuation of Service**

- (1) A Service Provider shall, at least three months before discontinuing a service, and following any expression of its intention to discontinue:
  - (a) Submit to the Authority a customer management strategy for the transfer of its existing customers to another service or another Service Provider offering similar services, where applicable; and
  - (b) directly inform each of its affected customers of the discontinuation, transfer, terms and conditions of the Receiving Service Provider, consent criteria, and right to opt out, and mechanisms available for customers to discontinue the service with the Service Provider and close existing accounts prior to the intended discontinuation of service.
- (2) A Receiving Service Provider shall notify a Customer of the completion of the Transfer on the day it occurs or, if completion of the transfer relies on a third party, on the day the Receiving Service Provider is notified of such completion, but not later than 5 days after the completion.
- (3) A Service Provider shall terminate a contract with a Customer exercising a termination right under subsection 12(1)(b) within 7 days of receiving the Customer's notice.
- (4) Where compensation is payable to a Customer as a result of the discontinuation or transfer, the Service Provider or the Receiving Service Provider, as the case may be, shall compensate eligible Customers promptly and, in any event, not later than 30 days after the termination of the contract.
- (5) A Service Provider shall not discontinue a service until the Authority has acknowledged receipt of, or had a reasonable opportunity to review, the customer management strategy submitted under subsection 12(1)(a)

**Article 13**  
**Protection of Personal Data in Telecommunications Services**

- (1) A Service Provider shall not process a Customer's personal information except with the Customer's consent, or where processing is otherwise permitted under the Data Protection Law 2023 or other applicable law.
- (2) A Service Provider shall ensure, in obtaining consent under subsection (1), that:
  - (a) The Customer has the capacity to give consent;
  - (b) The Customer voluntarily gives consent; and
  - (c) The consent is specific to the purpose of processing.
- (3) A Service Provider shall provide to a Customer in a clear, comprehensible, and accurate manner a privacy policy which shall include the following information:
  - (a) A comprehensive description of the Service Provider's online and offline information practices, which includes the following:
    - (i) identification of the categories of personal information the Service Provider has collected about Customers in the preceding 12 months;
    - (ii) identification of the categories of sources from which the personal information is collected;
    - (iii) identification of the specific service or commercial purpose for collecting personal information from Customers;
    - (iv) identification of the categories of personal information, if any, that the Service Provider has shared with third parties in the preceding 12 months and the third parties to whom the information was shared;
    - (v) identification of the specific service or purpose for sharing Customers' personal information;
    - (vi) a statement regarding whether the Service Provider has actual knowledge that it shares the personal information of children; and
    - (vii) a statement regarding whether the Service Provider uses or discloses sensitive personal information.
- (4) A Service Provider shall collect and process only the personal information of a Customer that is relevant to the service being offered.
- (5) A Service Provider shall retain personal information only for as long as may be reasonably necessary for the purpose for which the personal information is collected.

- (6) A Service Provider shall not transmit messages by any means for the purposes of direct marketing unless the Service Provider indicates particulars to which a Customer may send a request to restrict such communications without incurring charges.
- (7) A Service Provider shall design technical and organizational measures to safeguard the integrity of Customer data throughout the service lifecycle.
- (8) A Service Provider shall notify the Authority and affected Customers of any personal data breach in accordance with the Data Protection Law (2023), without undue delay

## **Article 14**

### **Complaints Handling**

- (1) A Service Provider shall:
  - (a) establish a complaints handling process that includes the minimum requirements for consumer complaints handling; and
  - (b) Implement a complaints-handling process that meets the minimum requirements for consumer complaints handling.
- (2) The minimum requirements under subsection 14(1) shall include:
  - (a) accessibility;
  - (b) accountability;
  - (c) competence;
  - (d) confidentiality;
  - (e) equality;
  - (f) impartiality;
  - (g) legality;
  - (h) security; and
  - (i) transparency.
- (3) A Service Provider shall establish and implement a customer complaints code that:
  - (a) is concise and easy to understand;
  - (b) contains relevant information about how complaints from Customers are handled and how Complainants can escalate their unresolved complaints internally and externally, including through the Authority's consumer complaint portal;
  - (c) is up to date; and
  - (d) is well publicized and readily available.
- (4) Where a Service Provider uses a general inquiries telephone number that allows the consumer to select options for assistance, the set of options presented to the consumer

shall include an express option to speak directly to a member of its personnel who handles complaints.

- (5) A Service Provider that uses automated decision-making technology shall provide Customers with a pre-use notice.
- (6) The pre-use notice shall inform consumers about the Service Provider's use of automated decision-making technology and the Customer's right to access or opt out of it.
- (7) A Service Provider shall ensure that all staff who deal with Complaints:
  - (a) are fully informed of, and understand, the Customer Complaints Code; and
  - (b) know where, and how, to access the Customer Complaints Code.
- (8) A Service Provider shall resolve complaints promptly based on any quality of service standards prescribed by the Authority and the applicable service level agreement for the telecommunications service complained about, or within 21 days of receiving the complaint, or within such time as may be approved by the Authority.

## **Article 15**

### **Customer Service and Call Center Standards**

- (1) A Service Provider shall permit Customers to make inquiries or complaints:
  - (a) through the telephone by speaking with a member of the Service Provider's personnel dealing with complaints;
  - (b) by letter; and
  - (c) through email, online, and any other electronic method, including an app or a live chat service (if the provider uses that other method that provider uses).
- (2) A Service Provider shall specify the details that Consumers in vulnerable circumstances may use to contact the appropriate resources to assist them in making inquiries or complaints.
- (3) A Service Provider shall ensure timeliness in responding to Customer inquiries and complaints and shall implement customer service standards to:
  - (a) minimize waiting time, call transfers, and Customers dealing with multiple persons to address inquiries or resolve complaints; and
  - (b) Identify and publish the relevant time periods for the various service categories and for each step in the compliant handling process under Section 14, as the case may be.

(4) A Service Provider shall:

- (a) use its best efforts to address an inquiry or resolve a complaint on first contact, or if this is not possible, as soon as practicable after first contact;
- (b) make all reasonable efforts to address inquiries or resolve complaints in a manner that best suits the needs of the Customer;
- (c) implement processes for the identification, management, and resolution of urgent inquiries or complaints;
- (d) investigate a complaint to the extent that is commensurate with the seriousness of the complaint, where it is not possible to resolve a complaint to the satisfaction of the Customer at first contact or without an investigation;
- (e) ensure that its personnel understand what remedies are available to assist with the resolution of a complaint;
- (f) tailor any remedy offered to a Customer so that, as far as practicable, the remedy addresses the main cause of the complaint, and the individual circumstances of the Customer;
- (g) resolve complaints about alleged billing errors no later than the end of the billing period immediately following the Customer's current billing period, or within 30 calendar days, whichever occurs first; and
- (h) Provide confirmation of a proposed resolution of a complaint, within 10 working days of receiving the complaint, or in the case of a service outage, within a reasonable time based on the service provided and the quality-of-service parameters prescribed by the Authority applicable for resolving similar outages.

(5) The timeframes in this subsection apply in addition to, and where shorter shall prevail over, the resolution period in Section 14(8)

(6) A Service Provider shall notify a Customer of any delay to proposed timeframes for managing or handling their complaint as soon as possible after becoming aware of the delay.

(7) Where in the course of meeting its obligations, a Service Provider is unable to contact a Customer to discuss their complaint or to advise them of the proposed resolution of their complaint after at least 5 separate attempts, with each attempt on a separate calendar day, over a total period of not more than 14 days, the Service Provider shall write to the Customer:

- (a) notifying the Customer that they were unable to contact them;
- (b) provide details of its contact attempts; and

- (c) Provide an invitation to contact the Service Provider to discuss the complaint within a specific timeframe of not less than 14 working days from the date of that invitation.
- (8) A Service Provider operating a call center shall not:
  - (a) Contact consumers through robocalls, auto-dialing, and chatbots without the express consent of a Consumer;
  - (b) make a telemarketing call before 9:00 am and after 5:00 pm;
  - (c) process personal information of Consumers for any purpose, including telemarketing, customer service or debt collection, without the consent of the data subject; and
  - (d) collect or process personal information relating to children otherwise than as consented by the children's parents or guardians and for specified, explicit and legitimate purposes.
- (9) A Service Provider shall implement internal policies and controls to ensure compliance with call center requirements.

## **Article 16**

### **Service and Network Outage**

- (1) A Service Provider shall notify its Customers of a network outage immediately upon becoming aware of such outage.
- (2) Where a Service Provider receives a service outage report, it must determine:
  - (a) whether there is a reason to suspect a network outage is occurring, and
  - (b) if so, whether the Customer is affected or likely to be affected by that network outage; or
  - (c) If not, or if the service outage report relates to a network outage consequent solely or predominantly to a natural disaster, whether the report should be treated as a complaint under its complaints handling process.
- (3) A Service Provider shall take all reasonable steps to make a determination under subsection (2), and if relevant, provide the acknowledgment in the case of a network outage on first contact.
- (4) If a Service Provider determines that there is a reason to suspect a network outage is occurring and the Customer is being affected by a network outage as determined under subsection (2), the Service Provider shall treat the service outage report as a network

outage complaint (unless the outage is solely or predominantly due to a natural disaster) and shall immediately inform all affected Customers.

- (5) A Service Provider shall complete all necessary actions within its capacity to implement the default resolution of a network outage as soon as reasonably practicable.
- (6) A Service Provider shall make all reasonable efforts to assist a Customer with an urgent network outage complaint to stay connected to a service during the network outage, including by considering alternative or interim options where available.
- (7) A Service Provider shall ensure that its network outage complaints-handling process is managed by a senior manager, who shall maintain its effective and efficient operation.
- (8) A Service Provider shall, within 30 days of breach, compensate a Customer for breach of service quality standards, which shall include compensation for:
  - (a) delayed repair of loss of service lasting more than 3 working days;
  - (b) Repeated loss of service where another loss of service happens within a week after the initial repair;
  - (c) delayed provisioning or commencement of service; and
  - (d) missed appointments unless the appointment was rearranged by the Service Provider on at least 48 hours' notice to the Consumer or with the express consent of the Consumer.
- (9) A Service Provider shall establish processes, procedures, and systems for monitoring and analyzing its complaint records to identify systemic issues and problems, and prevent those systemic issues, problems, and related complaints from recurring.

## **Article 17**

### **Codes of Practice**

- (1) All Service Providers shall, within 6 months of publication of these Regulations or within three months of being granted a license, submit to the Authority, in writing, their code of practice.
- (2) The Authority shall, within 3 months of receiving the code submitted under subsection 17(1):
  - (a) approve the proposed code as submitted;
  - (b) approve the code with the decision that the licensee make amendments specified by the Authority; or
  - (c) decline to approve the proposed code, with reasons.

## PART III—MISCELLANEOUS PROVISIONS

### **Article 18 Monitoring**

- (1) Service Provider shall internally assess, monitor, and review its compliance with these Regulations.
- (2) The Authority shall:
  - (a) Monitor sector compliance with the National Communications Law, these regulations, and the terms of any relevant license.
  - (b) conduct consumer satisfaction surveys, and publish its findings at least once every three years.

### **Article 19 Compliance**

- (1) Unless otherwise specified, a Service Provider shall put in place such measures, processes, or systems necessary to comply with these Regulations within three months of their coming into force.
- (2) A Service Provider shall submit a compliance report under subsection 19 (1) to the Authority within 30 days of expiry of the compliance period.

### **Article 20 Reporting**

All Service Providers shall report annually to the Authority on their compliance with these Regulations.

### **Article 21 Fines**

- (1) A Service Provider who contravenes or violates any provision of these Regulations is liable to a fine, imposed by the Authority, not exceeding twenty thousand United States Dollars (USD 20,000) for each contravention.
- (2) Where a contravention continues after the Authority has notified the Service Provider of the fine, the Service Provider is liable to a further administrative fine not exceeding

twenty thousand United States Dollars (USD 20,000) for each day the contravention continues.

**Article 22**  
**Entry into Force**

These Regulations shall enter into force upon publication on the Authority's website.

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