



An Coimisiún um
Rialáil Cumarsáide
Commission for
Communications Regulation

Missed and Delayed Service and Installation Appointments – End- User Compensation Consultation

Consultation

Reference: ComReg 24/89
Version: Final
Date: 06/11/2024

Legal Disclaimer

This Consultation is not a binding legal document and also does not contain legal, commercial, financial, technical or other advice. The Commission for Communications Regulation is not bound by it, nor does it necessarily set out the Commission's final or definitive position on particular matters. To the extent that there might be any inconsistency between the contents of this document and the due exercise by it of its functions and powers, and the carrying out by it of its duties and the achievement of relevant objectives under law, such contents are without prejudice to the legal position of the Commission for Communications Regulation. Inappropriate reliance ought not therefore to be placed on the contents of this document.

Content

Section	Page
1 Executive Summary	4
1.1 Introduction.....	4
1.2 Overview of our proposals.....	5
2 Introduction	7
2.1 Background	7
2.2 Compensation for delayed or missed service and installation appointments.....	7
2.3 Purpose of this consultation	10
3 Proposals to Specify Minimum QoS Standards and Associated Failures	11
3.1 Overview	11
3.2 Minimum QoS Standards	11
3.3 Specification of failure and compensation for MDSIA.....	19
4 Considering the Scope of the Application of MDSIA Minimum QoS Standards 22	
5 Draft RIA	25
5.1 Introduction.....	25
5.2 Step 1: Describe the policy issues and identify the objectives.....	26
5.3 Step 2 Identify and Describe the Regulatory Options.....	27
5.4 Steps 3 and 4 Determine the impacts on Stakeholders and Competition.....	29
5.5 Step 5 Assess the impacts and choose the best option	38
6 Next Steps	43
Annex 1: Draft Decision Instrument	44
Annex 2: Legislation	48
Annex 3: Consultation Questions	51
Annex 4: Benchmarking	52
Benchmarking across other Irish industries.....	52
Benchmarking across other countries	52
Annex 5: Graphic of QoS standards for MDSIA	55

1 Executive Summary

1.1 Introduction

- 1.1 ComReg is the statutory body responsible for the regulation of Electronic Communications Services (“ECS”), Electronic Communications Networks (“ECN”), associated facilities¹ and the postal sector in Ireland. We have a wide range of responsibilities in the sectors we regulate and operate under Irish and EU legislation in these areas.
- 1.2 The European Union (Electronic Communications Code) Regulations 2022² (“the ECC Regulations”) and the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023³ (“the 2023 Act”), transpose the European Electronic Communications Code⁴ (“the Code”) into Irish law.
- 1.3 Article 106(8) of the Code (which relates to switching and porting) obliges Member States to lay down rules on the compensation of end-users by their providers in an easy and timely manner in the case of the failure of a provider to comply with the obligations laid down in that Article,⁵ as well as in the case of delays in, or abuses of, porting and switching processes, and missed service and installation appointments.
- 1.4 The compensation requirements of Article 106(8) were transposed in section 39 of the 2023 Act. Section 39 gives ComReg the power to specify two types of compensable failure: (a) a failure to comply with a minimum quality of service standard, and (b) a failure to comply with Regulation 90 of the Code Regulations.
- 1.5 In accordance with section 39 of the 2023 Act, in January 2024 following consultation,⁶ ComReg, issued Decision D01/24⁷ which specified as a compensable failure, a failure by a provider of internet access services (“IAS”) or number-based interpersonal communications services (“NBICS”) to comply with Regulation 90 of the Code Regulations in the case of switching and/or number portability. Regulation 90 of the Code Regulations transposes the substantive obligations regarding porting and switching in Article 106. ComReg’s Decision D01/24 (“D01/24”) means that providers must now⁸ have a compensation scheme in place for delays in, or abuses

¹ Including telecommunications, radiocommunications and broadcasting transmission services

² S.I. No. 444/2022 - European Union (Electronic Communications Code) Regulations 2022.

³ Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023.

⁴ Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code

⁵ Implemented by Regulation 90 of S.I. No. 444 of 2022.

⁶ [Switching and Number Portability – End-User Compensation | Commission for Communications Regulation](#)

⁷ [Switching and Number Portability – End-User Compensation. Response to Consultation 23/92 and Decision 01/24 | Commission for Communications Regulation \(comreg.ie\)](#)

⁸ Since 2 October 2024.

of, porting and switching. In Consultation 23/92 ComReg noted that missed service and installation appointments would be the subject of a separate consultation.

1.6 This consultation now focuses on end-user compensation in the case of missed and delayed service and installation appointments (“MDSIA”).⁹

1.2 Overview of our proposals

1.7 ComReg is mindful of its objectives and functions as set out in the Communications Regulation Act 2002 (as amended)¹⁰ (“the 2002 Act”). ComReg also has general objectives to be pursued by it in the context of its regulatory tasks, as set out in Regulation 4 of the ECC Regulations.

1.8 In this context, ComReg wants to ensure a consistent level of protection and redress for end-users and to promote their interests in the case of any consumer harm arising from MDSIA particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition.

1.9 To engage a compensation obligation relating to MDSIA, it is proposed to specify minimum quality-of-service (“QoS”) standards for MDSIA relating to connections under section 37(1)(g) of the 2023 Act and thereafter to specify a breach of such standards as a compensable failure under section 39(a) of the 2023 Act.

1.10 This consultation sets out ComReg’s proposals to:

1. specify minimum QoS standards for MDSIA in respect of connections under Section 37 of the 2023 Act for porting and switching; and
2. specify failures of providers of IAS or publicly available number-based interpersonal communications services (“PANBICS”) under Section 39 of the 2023 Act, to comply with such standards (under Section 37 of the 2023 Act) for MDSIA relating to porting and switching.
3. also extend the specification of minimum QoS standards and of compensable failures to MDSIA beyond the scope of porting and switching.

1.11 A three-month implementation period is proposed following the publication of a

⁹ Section 37(1)(g) of the 2023 Act refers to “*missed and delayed service and installation appointments*”. For the avoidance of doubt, this consultation will refer to “missed and delayed service and installation appointments” throughout, only referring to “missed service and installation appointments” when referring explicitly to Article 106(8) of the Code.

¹⁰ As set out in Sections 10 and 12 of the Communications Regulation Act 2002 (as amended) (the Act) [Communications Regulation Act, 2002 \(irishstatutebook.ie\)](https://www.irishstatutebook.ie/eli/2002/act/26/section/10)

ComReg final decision (envisaged at this time by the end of January 2025),¹¹ for providers to comply with the minimum QoS standards for MDSIA in respect of connections under Section 37 of the 2023 Act subject to the consultation.

- 1.12 The impacts of the above proposals on the basis of necessity, appropriateness and proportionality are assessed in the Regulatory Impact Assessment (“RIA”) in Section 5.
- 1.13 Where ComReg specifies failures as provided for under Section 39 of the 2023 Act, the following obligations are engaged –
- a) The obligation on the relevant provider to pay compensation to an affected end-user when a specified failure is committed; and
 - b) The obligation on the provider to prepare and publish a compensation scheme within three months setting out a transparent procedure to obtain compensation (with a user-friendly description of same), the means by which compensation will be paid, the time periods within which end-users will receive it, and the amount of compensation end-users are entitled to.
- 1.14 Subject to this consultation, a lead in period of three months for the commencement of ComReg’s final decision is proposed. This would give three months for compliance with minimum quality of service standards. It would give a six-month period by which to have the relevant compensation scheme published and in effect (taking account of the provisions of section 39 of the 2023 Act).
- 1.15 ComReg invites comments from interested parties to the questions set out in this consultation and on the draft RIA and draft Decision Instrument by 5pm on 6 December 2024. The procedure for submitting comments is set out in Section 6 of this document.

¹¹ Dates indicated in the consultation are on the basis ComReg anticipates, in accordance with our Consultation Process, that ComReg will be in a position to make a decision by the end of January 2025. However, the dates are subject to the Consultation process and may change.

2 Introduction

2.1 Background

- 2.1 ECS form an essential part of an end-user's home and business life, covering activities such as remote working, e-Banking, shopping, booking or ordering services.¹² In 2022, 94% of internet users went online daily with 43% using the internet all the time or nearly all the time.¹³ Given the reliance now placed upon telecommunications services, it is important that the market and services work well.
- 2.2 In a well-functioning market, consumers are treated fairly, and retail service providers ("RSP") have incentives to provide good levels of service quality, including compensation if things go wrong. In Q1 2024, approximately 3,600 issues were recorded by ComReg Consumer Care¹⁴ of which 82% were in relation to ECS. Of ECS issues arising, 5% were in relation to installation issues.¹⁵
- 2.3 Given the reliance placed upon ECS and consumer concerns related to quality of service, it is important that end-users are able to obtain redress quickly and easily when they experience harm because of problems with their service.

2.2 Compensation for delayed or missed service and installation appointments

- 2.4 Connecting to modern networks, such as fibre, often requires an on-site appointment at the end-user's premises to scope (site survey) and carry out the installation. Similarly, a physical intervention by a technician in respect of a connection at the end-user's premises may be necessary to undertake services relating to switching, porting, or fault repair. As multiple stakeholders (including the RSP, the network operator and/or the network operator assigned contractor) are usually involved in scheduling, facilitating and attending an installation or service appointment, effective coordination of the appointment is necessary to

¹² Central Statistics Office, 12 December 2022, Household Digital Consumer Behaviour 2022.

¹³ Central Statistics Office, 12 December 2022, Household Digital Consumer Behaviour 2022.

¹⁴ ComReg Consumer Care Statistics Report: Q1 2024-1 January to 31 March 2024, Document number 24/33. Available here: [ComReg Consumer Care Statistics Report Q1 2024 \(Draft\)](#)

¹⁵ Note, ComReg's Consumer Care typically classifies issues relating to missed appointments and rescheduled appointments under installation issues.

avoid any end-user harm.¹⁶

- 2.5 While there may be positive experiences, some end-users' experiences highlight recurring issues, for example, as identified by complaints received through ComReg's Consumer line.¹⁷ These issues include missed appointments where a technician failed to arrive on the agreed day or time. End-users have also raised issues about appointments being rescheduled by the provider without the end-user's agreement or prior consultation.
- 2.6 ComReg has also ascertained from an analysis of industry practices, that in the situation where end-users themselves miss an appointment (for instance where customers are not available or do not respond to communication attempts or the premises is inaccessible) at the agreed time, RSPs seek to be compensated by charging customers a fee.¹⁸
- 2.7 These practices recognise, at the level of principle, the need for redress in the event that an appointment is not met. Where an appointment is not met by a technician on the agreed date and time, the converse need arises. In addition, in the absence of there being a consequence for providers for MDSIA, there may be little incentive to reduce these service quality failures that may occur and improve service quality relating to appointments.
- 2.8 ComReg, in considering the current QoS matters arising relating to MDSIA, has identified the potential end-user harm as follows:

Direct end-user harm

- 2.9 End-users may have made special arrangements (such as, re-adjusting their work or social schedules) to be available for an appointment. When a technician arrives later than scheduled (delays) or misses the agreed appointment date:
- end-users can experience considerable frustration, anxiety and stress.
 - end-users can experience harm in terms of gross inconvenience, loss of time, and adverse impacts on personal and professional schedules.

¹⁶ For illustrative purposes, the following key steps may be involved in coordinating an appointment including (i) the customer needs to be informed of the available dates for an appointment as provided by the provider, (ii) the customer is to receive a confirmation of the appointment for the agreed date and time (iii) customers are able to update any changes to their availability or any contact details for the site technician with adequate notice (iv) the customer is to be informed of any changes or delays to the appointment (iv) the provider (in co-ordination with a network operator) assigned technician is to communicate with the customer regarding their attendance at the premises.

¹⁷ ComReg's Consumer Care data indicate that for the period January 2023 to December 2023, of the total appointment related complaints received, approximately 65% were complaints about missed appointments and 35% were complaints about rescheduled appointments without customers' consent.

¹⁸ This was ascertained from publicly available online data.

- end-users often might need to go through considerable effort in trying to contact their provider repeatedly to reschedule the appointment, considering and selecting a suitable time from the available options, and making additional adjustments or special arrangements for the new appointment.

- 2.10 This entire experience is collectively referred to in this consultation as the 'direct end-user harm' of MDSIA.
- 2.11 This direct end-user harm caused when appointments are missed or delayed by RSPs, could be mitigated to some extent if those affected end-users were receiving adequate redress in the form of compensation.
- 2.12 As noted above, ComReg has already addressed compensation in relation to the failure of a provider to comply with the obligation laid down under Regulation 90 (in the case of delays in, or abuses of, the porting and switching processes) but not in relation to the direct end-user harm resulting directly from a missed or delayed service or installation appointment which is required by Article 106(8) of the Code.
- 2.13 Therefore, ComReg is concerned that end-users who experience harm may not receive adequate redress.

Indirect end-users harm

- 2.14 As a consequence of a delayed or missed appointment, end-users may experience a loss of service and/or delays in service provision/resumption. This will be referred to in this consultation as the 'indirect end-user harm' of MDSIA. Such instances can lead to inability to contact family, friends or emergency services if their home phone service fails, particularly if they rely on it as their main means of communication. It can also adversely affect the end-user's essential day-to-day tasks, such as online transactions and access to services.
- 2.15 ComReg is cognisant of the indirect end-user harm relating to delays and potential loss of service in the context of MDSIA. D01/24 addresses to a significant extent, compensation for the indirect harm of delays and potential lack of service for end-users where appointments are missed (in relation to porting and switching at least). However, there are other issues arising from missed or delayed appointments themselves such as the direct end-user harm of MDSIA (including inconvenience, loss of time, adverse effects on personal and professional arrangements, having to make further contacts and arrangements with the service provider). Therefore, for the purposes of this consultation and draft decision instrument, the focus will be on addressing the direct end-user harm experienced by end-users as a result of MDSIA, as opposed to any indirect harm they may experience.

- 2.16 Ideally issues with MDSIA should be minimised and ComReg is of the view that a potential compensation scheme in place for MDSIA may minimise issues arising. It may incentivise RSPs to improve quality of service in relation to scheduling and fulfilling appointments, possibly reducing or avoiding ancillary service quality failures or indirect end-user harm of MDSIA (including delays and a potential loss or lack of service). ComReg will in due course consider whether further quality of service standards may be necessary to address any other harm arising.

ComReg's preliminary view

- 2.17 For the foregoing reasons, ComReg is of the preliminary view that end-users experience harm where an appointment is not met and for which they do not receive adequate redress. Therefore, ComReg is of the preliminary view that it is necessary and appropriate to intervene for service quality failures relating to MDSIA and specify the related compensable failure.

2.3 Purpose of this consultation

- 2.18 Taking into account the above, the purpose of this consultation is to set out and consult on ComReg's preliminary view on the minimum QoS standards for MDSIA under Section 37 of the 2023 Act, leading to end-user compensation if those minimum standards are not met. There is currently no requirement for compensation for MDSIA as required by Article 106(8) of the Code.
- 2.19 There is a lack of detail regarding what an appointment is, and how compensation falls to be measured after such an appointment has been missed or delayed. ComReg is proposing to consult on rules for a consistent and appropriate compensation of end-users by their providers.
- 2.20 This consultation outlines ComReg's preliminary view as regards:
- a) the necessity, appropriateness and proportionality of any specific rule(s) or standard(s) on MDSIA which require payment of compensation to an affected end-user where there is a failure to comply with that rule/standard,
 - b) the proposed minimum quality-of-service standards for MDSIA including defining an appointment and missed or delayed appointment,
 - c) what the specified failures with regard to MDSIA are, and
 - d) whether the minimum quality-of-service standards and specified failures should extend beyond the scope of switching and porting and cover other/any MDSIA.

3 Proposals to Specify Minimum QoS Standards and Associated Failures

3.1 Overview

3.1 As set out above, section 37 of the 2023 Act allows ComReg to specify minimum QoS standards to be met by providers of IAS or PANBICS when providing such services to end-users generally, or such class of end-user as the Commission may specify, in respect of, amongst others, MDSIA, at paragraph (1)(g):

connections, including—

(i) the time for initial connection to the network,

(ii) connection failure rates, and

(iii) missed and delayed service and installation appointments;

3.2 In that context, ComReg has discretion in terms of the particular standard that can be specified (for instance in defining what is an appointment and what is missed and delayed), which may then be specified as a compensable failure under Section 39(a) of the 2023 Act. In that regard, the sections below set out ComReg's discussion on possible considerations and definitions when specifying minimum QoS standards, along with its preliminary view on the minimum QoS standards and specification of its breach as a compensable failure.

3.2 Minimum QoS Standards

3.3 ComReg has examined the current processes of Irish retail providers in relation to MDSIA, following which, ComReg has observed that appointments are created by providers following an order for service(s) or in instances where the RSP deems that a physical intervention at the customers' premises is required to resolve a technical issue with the service/equipment. However, ComReg has noted the process of scheduling, confirming and rescheduling appointments vary across the industry.

3.4 ComReg has also noted that there is a lack of clarity regarding when an appointment might be said to be 'missed' or 'delayed', and how compensation falls to be measured after such an appointment has been missed or delayed, particularly where any delay or inconvenience experienced by the end-user may be attributable in whole or in part to their own behaviour. Another consideration is the extent to which it is reasonable to limit or exclude compensation where the parties agree to postpone or re-schedule an already agreed appointment.

- 3.5 Furthermore, upon consideration of Regulation 90 of the ECC Regulations,¹⁹ it is evident that no obligations specific to MDSIA are imposed under this Regulation.
- 3.6 Absent a specific obligation or standard, there could be inconsistencies and a lack of clarity regarding common minimum QoS standards that providers are to achieve and should compensate their customers for when the standards are not met. This highlights the need to specify uniform QoS standards for an appointment and what is deemed to be delayed and missed, across the industry.
- 3.7 ComReg has considered benchmarks across other industries in Ireland and other countries with respect to what is understood by an appointment and also with respect to the compensation payable when an appointment is missed or delayed (See Annex 4).

3.2.2 Appointment

- 3.8 ComReg understands that an appointment, in simple terms, is an arrangement for a meeting. It can also be understood as a formal agreement to meet or visit someone at a particular time and place.
- 3.9 In light of the above, a technician appointment can be viewed as a meeting arranged by the RSP for a technician to visit an end-user at their premises to undertake an installation or service at an agreed date and time. Therefore, ComReg, mindful of current industry practices²⁰ for scheduling and managing appointments, has taken into account the following considerations, in forming its preliminary view on defining an appointment:

- 1) **Agreement:** Typically, the RSP will offer customers a range of options to choose from before agreeing to an appointment date and time. Once chosen by the customer, the appointment is scheduled. The appointment may be agreed upon by telephone, online or through any other alternative means.

ComReg understands that this is currently standard practice throughout the industry and provides surety for both the RSP and end-users. Therefore, ComReg is of the preliminary view that a scheduled appointment is one where the date and time have been mutually agreed upon between the provider and the end-user.

- 2) **Confirmation:** Following appointment creation, in general, a confirmation is sent by the RSP to the customer via email/SMS. For example, in the UK, Ofcom expects that any agreement with regards to appointment must be recorded by the provider and automatic compensation is payable only if the

¹⁹ Transposes Article 106 of the Code into Irish law.

²⁰ Ascertained from publicly available information available online and other Consumer Care information.

communication provider confirms an engineer²¹ appointment slot to the customer and the engineer does not attend the confirmed appointment slot provided by the communication provider.

ComReg is of the preliminary view that appointments should be confirmed by the RSPs with the customer where a confirmation could serve as a durable record of agreement, while also providing added surety for end-users. For the purposes of any potential disputes that may arise, RSPs will be required to establish that an appointment was kept by them.

- 3) **Time slots:** RSPs (and operators in co-ordination with the RSP) typically employ “time slots” for scheduling appointments. For example, one retail service provider in Ireland uses 3 slots including Morning appointments: 09:00AM - 13:30PM, Afternoon appointments: 12:30PM - 16:30PM and All-day appointments: 09:00AM - 16:30PM.

End-users may have a preference for specific times for appointments. However, in practice this is often not practical for RSPs due to the variance of appointment duration, traffic conditions and other considerations. The use of time slots provides end-users with greater surety and avoids the direct end-user harm associated with delayed appointments as set out in section 2. For example, if an end-user was offered a 9am appointment and the technician did not arrive until 11.30am, the end-user may not be available and also, amongst other things, is likely to experience frustration. However, if the end-user was offered a 9am to 12pm time slot, this confusion and frustration could be avoided.

Therefore, ComReg is of the preliminary view that a time slot will be more agreeable for an appointment, as this strikes a balance between greater certainty for the customer with respect to a time for an appointment and, on the other hand, reasonableness for the RSP in respect of flexibility in technician’s schedule to attend the appointment at the agreed time over the course of the day.

- 4) **Limiting the duration of time slots:** Some RSPs offer appointment time slots spanning the entire business day, allowing the technician to attend the customer’s premises at any time within that period. As outlined above, end-users are likely to plan their work and social schedule around the appointment. A longer time slot could be perceived by an end-user as burdensome and inconvenient, as it may prevent them from anticipating the technician’s arrival and require deferring personal arrangements for an

²¹ Note the term ‘engineer’ is used herein because, under applicable law, Ofcom designates technicians as ‘engineers’.

extended period, often 7 hours or more.

For example, in Belgium, the customer must at least have the choice of opting, for each visit, an appointment during the morning or afternoon time slot. This shall not prejudice the possibility for the RSP to define more precise time slots in the morning or afternoon time slots or to define a wider time slot in which the subscriber may make an appointment, provided that the customer also receives the choice of an appointment in the morning or afternoon time slots.

ComReg is aware that a requirement to limit appointment duration may cause operational issues for some RSPs, who may only offer longer time slots. In such cases, RSPs may be required to amend their operational processes relating to allocating technicians to appointments. Consequently, missed or delayed appointments may arise as RSPs and technicians adapt to narrower time slots. However, on balance, ComReg is of the preliminary view that the greater consumer harm arises from being assigned all-day appointment slots, as outlined above. Accordingly, limits on the duration of time slots should be established to mitigate this issue.

Considering the above rationale for limiting the duration of an appointment, ComReg also proposes that time slots should be delineated into two categories: before 1 PM and after 1PM. The purpose of this inclusion is to avoid time slots straddling the morning and afternoon, which may be more difficult for end-users to accommodate, in particular with regards to amending their work schedule.

Furthermore, ComReg notes that while providers typically schedule appointments during regular working hours (i.e. 9AM to 5PM Monday to Friday), some providers (and operators in co-ordination with the RSP) currently offer end-users a broader selection of timeslots and dates to choose from including on Saturdays.²² Therefore, ComReg proposes to define “Working Day” as the period from 8AM to 6PM, Monday to Saturday, excluding Sundays and public holidays. ComReg believes this approach would strike a balance offering sufficient convenience and flexibility for providers (including operators and third parties) and end-users alike, without limiting providers’ option to establish a shorter range of working days/times to schedule an appointment.

ComReg is therefore of the preliminary view that, to enhance convenience, flexibility and certainty for end-users and providers alike, time slots should be an interval of time no longer than 4 hours and these slots should fall within a time period of 8am-1pm or 1pm and 6pm on any day from Monday to

²² Ascertained from publicly available information available online.

Saturday, (and not on Sundays or public holidays).

3.2.3 Missed and Delayed Appointment

3.10 In forming ComReg's preliminary view on defining a missed and delayed appointment, ComReg has taken into account the following scenarios where an appointment is not fulfilled as agreed between the RSP and a customer of that RSP:

- a) **Missing an appointment:** Scenarios may arise where the technician fails to attend the premises during the agreed time slot on the agreed date, with no prior contact with the end-user. This is the most straightforward scenario in which an appointment is deemed to be missed and ComReg is of the preliminary view that this meets the standard of a missed appointment.
- b) **Providing notice of a cancelled or rescheduled appointment:** In some cases, the RSP may identify in advance of the appointment that a cancellation or rescheduling to a different date is required. For example, where an operational issue arises, or a technician has become unavailable such as due to illness.

As outlined above, end-users may have made adjustments to accommodate an appointment. It is therefore necessary and appropriate that they receive adequate notice of any changes to the appointment, allowing them, where possible, to amend any accommodations made. Having considered a wide range of benchmarks,²³ ComReg proposes 24 hours prior to the start of the agreed time slot to be the appropriate notice period. ComReg views that it is in the interest of end-users to receive a minimum of 24-hours' notice for a cancelled or rescheduled appointment, while also ensuring that it is a reasonable period for RSPs to anticipate any circumstances that may necessitate such cancellation or rescheduling to a later date.

ComReg recognises that the purpose of adequate notice of cancellation or rescheduling is to ensure that end-users have sufficient time to reverse any arrangements made to accommodate the appointment, thereby minimising the adverse impact of any changes. Notice received over the weekend may, in some cases, be insufficient or impractical for end-users to adjust their plans effectively (e.g., cancelling leave taken from work to attend the appointment). In such instances, ComReg considers that to ensure effective notice of a cancelled or rescheduled Monday appointment, it is appropriate that end-users receive notice between the days of Monday to Friday (i.e. the latest notice should be given for cancelling any Monday appointment is by 6pm on the previous Friday).

²³ See Annex 4.

Where an RSP fails to provide such notice, ComReg proposes that this meets the standard of a missed appointment.

- c) **Rearranging to another time slot on the same date:** In instances where the technician reasonably anticipates a delay in fulfilling an appointment, within 24 hours of the start of the agreed time slot, i.e. the required notice period, or during the agreed time slot, it is appropriate that RSPs and end-users have a choice to rearrange the appointment to a later time slot on the same date. Some end-users may agree to this arrangement as they may prefer to have the appointment completed on the agreed date, as opposed to postponing to another day, which may involve significant additional adjustments to their schedules.

For example, an end-user may have agreed an appointment for 9am to 1pm. At 11am the technician calls the end-user informing them that they cannot attend this time slot but can attend from 1pm to 5pm. The end-user agrees to this rearrangement and the technician arrives at 3pm to fulfil the appointment.

On the other hand, RSPs may rearrange appointments to an earlier time slot on the same date. In such instances, ComReg considers it appropriate only when the rearranged appointment is mutually beneficial and agreed upon by both the technician and the end-user, and the rearranged appointment is fulfilled.

Nevertheless, ComReg expects RSPs to confirm any agreement to rearrange an appointment with the customer. In the event of a dispute the provider should be able to establish the agreement was reached.

For the purposes of the standard, the above example would be deemed to be a delayed appointment. If any of the following were to occur, the appointment would be deemed to be missed:

- If the end-user did not agree to the rearrangement, this appointment would be deemed to be missed in line with part b above, i.e. where a minimum of 24 hours' notice of a rescheduled or cancelled appointment has not been provided.
- If the technician or RSP did not contact the end-user prior to the end of the original agreed time slot.
- If the rearranged appointment is not fulfilled.

In the case of a delayed appointment, the customer may still be adversely impacted by the delayed fulfilment of the appointment. In that context, ComReg proposes a distinction between missed and delayed appointments whereby providers are able to fulfil the appointment later than originally

scheduled but on the same date agreed.

- d) **Inability to access premises:** In order to fulfil an appointment at the agreed time and date, it is important that technicians are able to meet with the end-user and access the premises to initiate the service or installation. However, in certain cases, technicians attending the premises may find end-users unavailable and/or the premises inaccessible.

ComReg is also aware of complaints raised by end-users²⁴ who allege that they were not adequately notified of the technician's presence at the end-user's premises. ComReg expects RSPs to be in a position to establish that, having attended at the premises, access to it was prevented and this was not due to any act or omission on the provider's part. They must also be in a position to establish that following this, the technician made reasonable attempts to reach the customer (including contacting the customer on the provided phone number and/or other contact details where appropriate). Where RSPs are able to establish this, ComReg proposes that such appointments will not be deemed missed for the purpose of the standard.

- 3.11 Please refer to Annex 5 for an illustration of scenarios in which appointments could be deemed to be missed or delayed.

3.2.4 Proposed Minimum Quality of Service Standards

- 3.12 In light of the above considerations, ComReg proposes to define an appointment as follows:

- An “**Appointment**” is an agreement between a RSP and a customer of that RSP for a technician to attend at the customer's premises for the purpose of a Service or Installation at an agreed Time Slot on a specific Working Day.
- Whereby a “**Time Slot**” means an interval of time no longer than 4 hours that falls within the time period from 8am to 1pm or the time period from 1pm to 6pm.
- Whereby a “**Working Day**” means the duration between 08:00 – 18:00, from Monday - Saturday (and does not include Sunday and public holidays).

- 3.13 In light of the above definitions, ComReg proposes the following minimum QoS Standards for MDSIA:

- i. For the purposes of a Service or Installation, a Provider shall offer a Customer a range of Time Slots and Working Days to choose from before

²⁴ For example, through ComReg's social listening.

agreeing to an Appointment. Once agreed by the Customer, the Appointment is created for a specific Time Slot on a specific Working Day.

- ii. A Provider shall confirm an Appointment with the Customer. A confirmation shall be sent to the Customer via email/SMS or otherwise in durable form. This is to serve as a record of agreement for both the Provider and the Customer;
- iii. A Provider shall fulfil an Appointment or any rearranged Appointment. In this regard an Appointment or a rearranged Appointment is not fulfilled if missed;
- iv. An Appointment shall be deemed missed if the Technician has not attended the Customer's Premises during the agreed Time Slot on the agreed Working Day, unless:
 - a) The Provider can establish that it gave no less than 24 hours' notice before the commencement of the agreed Time Slot on the agreed Working Day and the notice was given on a Working Day that is not a Saturday, of the reschedule or cancellation of an Appointment; or
 - b) The Provider can establish that a Technician arrived at the Customer's Premises during the agreed Time Slot on the agreed Working Day, that contact was attempted with the Customer during the Time Slot, that the Technician could not access the Customer's Premises and this was not due to any act or omission on the Provider's part;
- v. An Appointment shall be deemed delayed when it is rearranged before the expiration of the initial agreed Time Slot on the agreed Working Day by agreement between a Provider and a Customer. The rearranged Appointment must be on the same Working Day as the Appointment and must also be fulfilled by the Provider on that date.

3.2.5 ComReg's preliminary view

- 3.14 Based on the information provided above, ComReg is of the preliminary view that the minimum QoS standards for missed and delayed service and installation appointments as defined in section 3.2.4, are necessary, appropriate and proportionate.
- 3.15 Section 5 of the Consultation sets out the draft RIA assessing the key considerations for specifying the QoS standard in terms of potential impact on industry, customers and competition.
- 3.16 However, it should be noted that ComReg is required to lay down rules on the compensation of end-users by their providers of IAS and NB-ICS in respect of

missed service and installation appointments that derive from the obligations contained in Article 106(8) of the Code. Moreover, the conduct of a RIA presupposes that ComReg has discretion as to whether to impose a measure in the circumstances. It is clear from Article 106(8) that it does not have such discretion in respect of these particular matters.

- 3.17 As set out in the RIA analysis, ComReg has considered the impact of imposing the standards and associated obligations on providers, amongst other things, in terms of potential administrative burden and wholesale effects. ComReg proposes a three-month implementation from when the response to consultation and final decision is issued (at this stage envisaged to be by the end of January 2025). By delaying the commencement of a ComReg final decision by three months, providers would have three months to prepare and to comply with the minimum QoS standards for MDSIA in respect of connections under Section 37 of the 2023 Act subject to the consultation. In addition, providers would have a total of six months in which to prepare and publish a compensation scheme in respect of MDSIA.

Q. 1 Do you agree with ComReg's proposed minimum QoS standards for Missed and Delayed Appointments, as outlined above? Please provide detailed reasons and supporting evidence for your view.

3.3 Specification of failure and compensation for MDSIA

- 3.18 As set out above, ComReg's approach to lay down rules for compensation is to specify a failure to comply with minimum QoS standards on MDSIA as a compensable failure, engaging an obligation on providers to first publish a related compensation scheme and thereafter to pay compensation to affected end-users, is section 39(1)(a) of the 2023 Act.
- 3.19 Within that framework, ComReg has outlined in section 3.2 its proposed definitions for an appointment and when it is delayed and missed. Therefore, with reference to definitions outlined, ComReg is proposing that, compensation will be payable when an appointment as defined above is:
- Missed, as set out in section 3.2.4
 - Delayed, as set out in section 3.2.4
- 3.20 While ComReg is empowered to determine that compensation is paid to an end-user automatically, without the need for the end-user to make a complaint or claim for compensation,²⁵ and it is also empowered to specify the amount of

²⁵ Section 39(7) of the 2023 Act

compensation that may be payable in respect of a specified failure,²⁶ ComReg's approach in this consultation allows room for a provider-led process and affords providers flexibility in terms of their processes. However, ComReg will keep these matters under review.

- 3.21 ComReg acknowledges that exceptional circumstances such as *force majeure*, may arise, preventing the technician from attending the appointment at the agreed time and date. These factors may be factored into an RSP's compensation scheme. However, this exception is a very narrow one, that does not apply where the event or occurrence could reasonably have been foreseen and accommodated. In instances where an event or effect can reasonably be anticipated or controlled, ComReg is of the view that providers should take prompt and reasonable efforts to either rearrange the appointment to a later time slot the same day or reschedule it to an alternative day, subject to the end-user's agreement. If the minimum notice period of 24 hours cannot be given, the provider should give as much notice as the circumstances reasonably allow.

3.3.2 Scope and Applicability

- 3.22 As previously discussed, according to Article 106(8) of the Code, ComReg has obligation to lay down rules on the compensation of end-users by their providers for missed service and installation appointments in relation to switching and porting. Sections 37 and 39 of the 2023 Act allow ComReg to specify a failure of a provider of IAS or PANBICS to comply with a minimum QoS standard as engaging a compensation right for end-users. In that context, ComReg is proposing that the minimum QoS standards on MDSIA will:

- apply to providers of IAS and PANBICS and,
- apply to end-users

- 3.23 In relation to the scope of whether the rules of compensation concern only MDSIA that occur in the context of switching or porting or whether it concerns MDSIA in general, will be addressed in section 4.

3.3.3 ComReg's preliminary view

- 3.24 ComReg proposes, subject to this consultation, that it exercises its discretion under Regulation 39 of the 2023 Act and specifies a failure of a provider of IAS or NB-ICS to comply with minimum QoS standards for MDSIA under Section 37 of the 2023 Act as outlined in section 3.2.4 and section 3.3 of the document, engaging the following obligations on RSPs:

²⁶ Section 39(11) of the 2023 Act

- a) The obligation on the relevant provider to pay compensation to an affected end-user when a specified failure is committed; and
- b) The obligation on the provider to prepare and publish a compensation scheme within three months setting out a transparent procedure to obtain compensation (with a user-friendly description of same), the means by which compensation will be paid, the time periods within which end-users will receive it, and the amount of compensation end-users are entitled to.

3.25 ComReg is not proposing to implement an automatic compensation scheme or to determine the compensation amount at this time, however this matter will remain under review.

Q. 2 Do you agree with ComReg's proposals to specify a breach of the minimum QoS standards proposed as failures under Section 39(a) of the 2023 Act? Please provide detailed reasons and supporting evidence for your view.

4 Considering the Scope of the Application of MDSIA Minimum QoS Standards

- 4.1 This section of the consultation considers broadening the scope of minimum QoS standards and failures specified under section 39 (a) of the 2023 Act as outlined in section 3, to all MDSIA and not just those associated with porting and switching.
- 4.2 Article 106(8) of the Code concerns ‘Provider switching and number portability’. In that context, ComReg is obliged to lay down rules on compensation for missed service and installation appointments.
- 4.3 In this consultation, ComReg proposes to lay down rules for compensation for MDSIA by specifying a failure under Section 39(a) of the Act with respect to failure to comply with ComReg’s proposals for minimum QoS standards for MDSIA specified under Section 37 of the Act.
- 4.4 ComReg has a discretion in terms of the scope of the application of the obligations (in terms of standards under section 37(1)(g) of the 2023 Act and failures specified under section 39 of the 2023 Act), as set out in section 3. In that context, it is important to consider whether the rules of compensation concern only MDSIA that occur in the context of switching or porting, or whether they concern MDSIA in general and not just those occurring in the context of porting and switching.
- 4.5 ComReg has set out below the merits of considering MDSIA beyond the scope of switching and porting;

Other MDSIA

- 4.6 Regulation 90 of the ECC Regulations (which transposes Article 106 of the Code) concerns number porting and switching between providers of IAS (“Inter-operator switching”).²⁷ However, MDSIA can occur outside the scope of porting and switching, for example:
- **Appointments for intra-operator switching:** In the case of an installation appointment where an end-user changes or migrates services within the same provider (“Intra-operator switching”), the end-user can be subject to harm including the direct and indirect end-user harm of MDSIA

²⁷ This includes switching that may take place between IAS providers on the same access network or across different access networks.

as set out in section 2. ComReg's research indicated that the majority of switching occurs within the same provider.²⁸ Regarding missed appointments, almost 30% of ComReg's Consumer Care issues were arising in the case of intra-operator switching.²⁹ In addition, a significant proportion of delayed installation issues involved a missed appointment, and a significant number of those appointments did not involve a switch between operators.

- **Appointments for fault repair and other services:** Service appointments may be created to repair faults in services and equipment under an existing contract. These can include appointments to fix issues with the connection, such as, faulty ONT³⁰ or recurring service issues like slow speeds. It should be noted that these appointments may not relate to switching and porting. When such appointments, unrelated to switching and porting, are missed or delayed, this may lead to the same end-user harm as appointments in the context of switching and porting, including the direct and indirect end-user harm of MDSIA.

4.7 Therefore, taking into account the above, it is ComReg's preliminary view that adopting a narrow approach (i.e., MDSIA in the context of porting and switching) may result in no standard and compensation for the above types of 'out of scope' appointments. It is ComReg's preliminary view that this may lead to an inappropriate and unnecessary difference in treatment of appointments for similarly affected end-users, in terms of end-user harm as set out in section 2. This would also potentially be confusing for end-users to have differences in treatment for different MDSIA.

Differentiation between different MDSIA

4.8 By introducing a compensation scheme for certain missed and delayed service and installation appointments and not others, the narrow approach will result in certain MDSIA being favoured over others. ComReg is of the view that the direct end-user harm of an MDSIA for an end-user to be similar, regardless of whether the appointment is associated with the switching or porting process or more generally.

4.9 In addition, the consequences of MDSIA not associated with switching or porting, for example loss of service, is similar to the consequences of an MDSIA which is associated with switching or porting, for example delays or abuses in the

²⁸ According ComReg's Broadband Survey 2023, two in three survey respondents reported that they stayed with their current provider when upgrading broadband services. [B&A \(comreg.ie\)](https://www.comreg.ie/B&A)

²⁹ Consumer Care statistics for the period of 1st January 2023 to 30th June 2024.

³⁰ Optical Network Terminal

switching process which is covered by D01/24.

- 4.10 By introducing a compensation scheme for all MDSIA (wider approach) this will create clarity and fairness for all those in the market and ensure new and existing customers are treated similarly. ComReg is also of the preliminary view that the wider approach would also be proportionate considering that in any case a compensation scheme must be established and published by the providers and this could be extended to cover all appointments. This will ensure that all end-users subject to the end-user harm (i.e. direct end-user harm) receive a compensation while providers can avoid additional processes to categorise appointments which are compensable or not. It would minimise regulatory burden and cost of implementation, as set out in the RIA analysis.
- 4.11 ComReg is of the preliminary view that it could be difficult for service providers to differentiate its processes and systems to address different regulatory obligations depending on the type of appointment.
- 4.12 In addition, ComReg has considered approaches adopted by other countries with respect to the scope of missed and delayed service and installation appointments. Notably, Ofcom has set automatic compensation for any service or installation appointments, where an engineer does not attend at the time agreed with the consumer.³¹

ComReg's Preliminary View

- 4.13 For the above reasons, it's ComReg's preliminary view that, on balance, it is appropriate and necessary to adopt the wider scope i.e., the application of the QoS standards on MDSIA and the specification of failure, beyond the switching and porting process and to MDSIA in general.
- 4.14 Section 5 of the Consultation sets out the draft RIA assessing the key considerations for broadening the scope of MDSIA for compensation in terms of potential impact on industry, customers and competition.

Q. 3 Do you agree with ComReg's preliminary view that it is appropriate to extend the specification of minimum QoS standards and compensable failures to all MDSIA? Please provide detailed reasons and supporting evidence for your view?

³¹ Please note, this excepts where: • the appointment is rearranged with more than 24 hours' notice given to the consumer; or • the appointment is rearranged with less than 24 hours' notice, but the provider has obtained the consumer's recorded permission to reschedule the appointment for another time on the same day. See [Automatic Compensation \(ofcom.org.uk\)](https://www.ofcom.gov.uk/consult/condocs/automatic-compensation/automatic-compensation-consultation/)

5 Draft RIA

5.1 Introduction

- 5.1 The analysis presented in this section represents ComReg's draft RIA. It sets out ComReg's preliminary views of the likely effect upon stakeholders and competition, of ComReg exercising a discretion in (i) specifying minimum quality-of-service standards in relation to MDSIA and failures of providers of IAS or PANBICS to comply with such standards and (ii) to apply the minimum quality-of-service standards and the specification of the failure to all MDSIA beyond the scope of porting and switching.
- 5.2 ComReg's is obliged under Article 106(8) of the Code to intervene with regard to missed service and installation appointments for porting and switching. Therefore, the purpose of the RIA is not to establish whether regulatory intervention is necessary, as ComReg is required under the obligations of the Code to intervene in relation to missed service and installation appointments for porting and switching. ComReg has identified that the appropriate way to intervene is to create minimum QoS standards in relation to MDSIA under Section 37 of the Act and to subsequently specify a failure in relation to MDSIA under Section 39 of the Act.
- 5.3 Instead, the purpose of this RIA is to determine the appropriate QoS standards to be introduced in this consultation and to identify any possible impacts which might result from imposing the proposed regulatory obligations (as set out in section 3.2.4 and section 3.3) and to consider any alternatives. This RIA will also determine the scope of the application of the minimum QoS standards, i.e. should the standard only be applied to MDSIA in the switching and porting context, or should it apply to all MDSIA. The RIA aims to identify any possible impacts which might result from imposing the proposed regulatory obligations to all MDSIA and to consider alternatives.
- 5.4 ComReg's aim in conducting its RIA is to ensure that any specific obligations imposed are appropriate, proportionate³² and justified in light of the analysis conducted, having regard to its functions and objectives under the Communications Regulation Act 2002 (as amended), and having regard to its objectives in relation to MDSIA.
- 5.5 Consistent with the RIA Guidelines,³³ ComReg's draft RIA considers the effect on stakeholders and competition of ComReg's proposals (i) to specify minimum

³² Regulation 4(4) of S.I. No. 444 of 2022.

³³ ComReg, "Guidelines on ComReg's Approach to Regulatory Impact Assessment", ComReg Document 07/56a, 10 August 2007 (the "RIA Guidelines").

QoS standards in relation to MDSIA, including defining “Appointments” and “Missed and Delayed Appointments” and failures of providers of IAS or PANBICS to comply with such standards and (ii) on the scope of application of the minimum QoS standards and compensable failures in relation to MDSIA.

5.6 This draft RIA follows the five steps set out in the RIA Guidelines.

5.2 Step 1: Describe the policy issues and identify the objectives

5.7 Article 106(8) of the Code (which relates to switching and porting) obliges Member States to lay down rules on the compensation of end-users by their providers in an easy and timely manner in the case of the failure of a provider to comply with the obligations laid down in that Article, as well as in the case of delays in, or abuses of, porting and switching processes, and missed service and installation appointments.

5.8 Regulation 90 of the Code Regulations transposes the substantive obligations regarding porting and switching in Article 106 of the Code. The compensation element in Article 106(8) of the Code was transposed in section 39 of the 2023 Act. Section 39 gives ComReg the power to specify two types of compensable failure: (i) a failure to comply with a minimum quality of service standard, and (ii) a failure to comply with Regulation 90 of the Code Regulations.

5.9 This consultation aims ensure rights for compensation for missed service and installation appointments as required by Article 106(8). Section 39 of the 2023 Act is the mechanism by which this is given effect. The specification of failures under section 39 (1) is a necessary prerequisite to the implementation of the required compensation rules for MDSIA.

5.10 This consultation will address the requirement for end-user compensation for MDSIA relating to switching and porting. It will also consider whether compensation for other appointments (such as, for service repairs, intra-operator installs etc.) should be introduced. ComReg has a discretion in terms of the scope of the application of the obligations in terms of standards under section 37(1)(g) of the 2023 Act and failures specified under section 39 of the 2023 Act.

5.11 Having regard to its objectives and functions as set out in the 2002 Act; and in the context of its regulatory tasks, as set out in Regulation 4 of the ECC Regulations, ComReg wants to ensure a consistent level of protection and redress for end-users in the case of any consumer harm arising from MDSIA and promote their interests, particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition.

5.3 Step 2 Identify and Describe the Regulatory Options

5.12 ComReg recognises that any regulatory measure should be kept to the minimum necessary whilst ensuring the needs of industry and end-users are met. ComReg now considers the regulatory options available to it as follows:

- (i) **Option to specify minimum quality-of-service standards in relation to MDSIA, including defining “Appointments” and “Missed and Delayed Appointments” and a breach of such standard as a compensable failure**

Potential impact of specifying a standard for an Appointment in the following areas:

- Appointment Agreement: the RSP will offer the end-user a range of options of specific times and dates to choose from before agreeing to an appointment. Once chosen by the customer, the appointment is created for a specific time slot on a specific Working Day.
- Confirmation of Appointment: Following the appointment agreement, a confirmation is sent to the customer via email/SMS or otherwise. This is to serve as a record of agreement for both the Provider and the customer.
- Allowing the use of Time Slots.
- Limiting the length of Time Slots to an interval of time no longer than 4 hours that falling within the time period from 8am to 1pm or the time period from 1pm to 6pm.

Potential impact of specifying a standard for a Missed and Delayed Appointment as a compensable failure in the following areas:

- Prior to considering exceptions, an appointment is deemed to be missed if the technician has not attended the premises during the time slot agreed on the agreed date.
- An appointment is not deemed to be missed if the Provider can establish that it gave no less than 24 hours' notice before the commencement of the agreed Time Slot on the agreed Working Day and notice was given on a Working Day that is not a Saturday, of the reschedule or cancellation of an Appointment.

- An appointment is not deemed to be missed if the Provider can establish that a Technician arrived at the Customer's Premises during the agreed Time Slot on the agreed Working Day, that contact was attempted with the customer during the Time Slot, that the Technician could not access the Customer's Premises and this was not due to any act or omission on the Provider's part.
- An Appointment shall be deemed delayed when it is rearranged before the expiration of the initial agreed Time Slot on the agreed Working Day by agreement between a Provider and a customer. The rearranged Appointment must be on the same date as the Appointment and must also be fulfilled by the Provider on that date.

(ii) **Option to extend the specification of minimum QoS standards and of compensable failures in relation to MDSIA**

5.13 ComReg recognises that any regulatory measure should be kept to the minimum necessary whilst ensuring the needs of industry and end-users are met. ComReg now considers the regulatory sub-options available to it in considering the scope of the application of the minimum QoS standard and of compensable failures for MDSIA as follows:

- **Option (ii)a:** specifying that the proposed minimum quality-of-service standard(s) and the failure apply only to MDSIA in the context of the switching and porting processes.
- **Option (ii)b:** specifying that the proposed minimum quality-of-service standard(s) and the failure applies to all MDSIA and not just those in the context of the switching and porting processes.

5.4 Steps 3 and 4 Determine the impacts on Stakeholders and Competition

5.14 For the stakeholder analysis, there are 2 groups to consider: end-users and providers. The following tables set out, for each of the proposed policy decisions, the key impacts we would envisage the identified options may have on end-users, providers and competition.

- i. **Option (i) to specify minimum quality-of-service standards in relation to MDSIA, including defining “Appointments” and “Missed and Delayed Appointments” and a breach of such standard as a compensable failure**

Option i	Impact on Providers	Impact on End-users	Impact on Competition
Appointment			
<p>Appointment Agreement</p>	<p>The requirement of an agreement of a specific time and date is an important basis for this standard, as it is used to subsequently determine whether an appointment has been missed or delayed.</p> <p>Currently standard practice is to agree a time and date and therefore ComReg believes the inclusion of this requirement in the minimum QoS standards on providers should not result in a significant incremental effort for providers, while also providing surety for providers.</p>	<p>ComReg believes that the inclusion of an agreed appointment will provide surety for end-users.</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention. There appears to an industry wide need to ensure appointments. In a well-functioning competitive market, consumers are treated fairly, and RSPs have incentives to provide good levels of service quality including as regards appointments.</p>

<p>Confirmation of Appointment</p>	<p>ComReg believes it is current standard practice for providers to issue a confirmation through SMS or otherwise to end-users when an appointment is agreed. Therefore, this requirement in the standard should not be onerous for providers operational processes.</p> <p>The requirement to be in a position to provide a record of agreement can be facilitated by the confirmation issued, particularly in the case of a dispute, and therefore should not pose a significant burden on providers or cost of implementation.</p>	<p>ComReg believes that the inclusion of a confirmation of appointment will provide surety for end-users. In addition, end-users will have a record in a durable format to assist them in the case of disputes with the result that they are protected.</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention. There appears to an industry wide need to ensure appointment confirmation.</p>
<p>To allow for the use of time slots</p>	<p>Currently largely standard practice in the industry allow for the use of time slots and therefore its inclusion in the standards should minimise regulatory burden and cost of implementation. Time slots allow for a more effective planning, and should benefit providers as they can employ flexibility in technicians' schedules.</p>	<p>Time slots are currently used by most providers and so end-users will be familiar with the practice and should benefit from the predictability of the appointment.</p> <p>However, ComReg is aware that a time slot, as opposed to a specific time, does not provide the same level of surety for end-users and would require a greater outlay of time by an end-user. As a result, end-users are likely to plan their work and social schedule around the appointment.</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention. There appears to an industry wide need to have time slots, otherwise appointments would not be able to be agreed.</p>

<p>Limiting the length of Time Slots to an interval of time no longer than 4 hours that falling within the time period from 8am to 1pm or the time period from 1pm to 6pm</p>	<p>By limiting the length of time slots, this may assist efficiency in the planning and scheduling of appointments, assisting providers to fulfil appointments.</p> <p>This provision in the standard may require some providers to change their operational practices in terms of scheduling appointments, including:</p> <ul style="list-style-type: none"> - Operational change to meet shorter time slots (i.e. planning of technicians' daily schedule). - This may take some time to implement fully and as a result missed and delayed appointments may occur which may increase the volume of compensation payments due to be paid. However, efficiency gains in the planning and scheduling of appointments would minimise any regulatory burden and compensation paid. 	<p>End-users may be dissatisfied with longer time slots. By putting a limit on the length of a time slot, customers should benefit from not having to give up more of their time for install and service appointments.</p> <p>However, as outlined to the left, there is a risk that the lack of effective implementation of this aspect of the standard may result in appointments not being fulfilled (temporarily) which may create end-user dissatisfaction and harm.</p>	<p>ComReg is aware that some providers only offer all-day time slots at present and would be required to change their operations to comply with this aspect of the standard. Providers currently offering shorter time slots will not be required to change their practices.</p> <p>Some considerations may arise with regards to setting of appointments to meet the time slot standard as proposed. Existing third-party SLAs may need to be reconsidered and may involve renegotiation of aspects of SLAs. Some providers may have low countervailing bargaining power in such a renegotiation. A well-functioning, competitive market should ensure wholesale inputs are adequate to underpin any retail obligations concerning the standards and compensation.</p>
--	--	---	---

Missed and Delayed Appointment			
<p>Missed Appointment</p>	<p>ComReg believes that the definition of a missed appointment, prior to considering the exceptions listed, provides a basis for minimum QoS standards which is not onerous on the provider.</p>	<p>ComReg believes this is an appropriate definition of a missed appointment and, amongst other things, provides surety for end-user's.</p> <p>ComReg is unaware of any negative impacts to this definition for end-users</p>	<p>Providers meeting appointments will not need to significantly alter practices. In a well-functioning competitive market, standards should assist customers engage with their supplier and incentivise providers to compete and deliver good customer service.</p>
<p>Adequate Notice</p>	<p>ComReg proposes that RSP's will not be liable to pay compensation if they cancel or reschedule an appointment no less than 24 hours in advance of the appointment. This would help enable providers to minimise possible compensation payments where they can foresee that an appointment is unlikely to be met.</p> <p>ComReg is aware that in principle providers will encounter situations where adequate notice cannot be provided due to unforeseen circumstances, such as delays in previous appointments, traffic etc. Therefore, the length of the notice period may impact the volume of MDSIA and, subsequently, compensation claims. Thus, a 24-hour notice period, compared to a shorter period, may have a higher volume of compensation claims for MDSIA.</p>	<p>ComReg proposes that adequate notice of 24 hours for a cancelled or rescheduled appointment benefits end-users.</p> <p>Some end-users may be put out by a cancellation or rescheduling of an appointment with 24 hours' notice. They have made changes to their daily routines to accommodate this appointment which cannot be changed (e.g. changes to other appointments, social appointments, working requirements etc.) However, adequate notice (24 hours) should assist to minimise inconveniences that may arise, where end-users have sufficient time to reverse any arrangements made, thereby minimising the adverse impact of any changes.</p>	<p>Service providers who are already communicating adequately and with their customers regarding changes will not need to significantly alter practices.</p> <p>Should a third-party technician not relay back to the RSP that it cannot meet the appointment, adequate notice would not be given. Where existing SLAs are not adequate to underpin this requirement, providers may be impacted, in terms of, a need to review/revise SLA provisions or, a potential increase in volume of compensation payments.</p>

<p>Inability to access premises</p>	<p>Providers may have a lower volume of compensation payments through the inclusion of this exception.</p> <p>However, the inclusion of this provision will also create an obligation for providers to evidence how the technician could not access the premises, in the case of a dispute.</p> <p>Many providers have existing procedures for instances where end-users do not respond, or the premises is inaccessible, which would minimise any regulatory burden and cost of implementation.</p>	<p>Many providers have existing procedures for instances where end-users do not respond, or the premises is inaccessible. For example, this may include charging a penalty for an end-user not attending an appointment as agreed. Therefore, the inclusion of this exception is in line with the standard practice of the industry currently and so should not have an impact on end-users in most scenarios.</p> <p>Situations may arise where the end-user disputes that the premises was inaccessible or that they did not respond. In these instances, the provider will need to establish that they made a legitimate attempt to attend the appointment and contact the end-user on their chosen form of contact.</p> <p>ComReg believes it is appropriate that, in instances where it can be established that the premises was inaccessible and the end-user did not respond, that this appointment is not deemed to be missed.</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention.</p>
<p>Delayed Appointments</p>	<p>Providers are likely to benefit from the delineation between missed and delayed appointments in their compensation schemes, as delayed appointments may require a lower compensation amount. By including this definition, providers can endeavour to meet appointments later than originally agreed to minimise a compensation owed to end-users.</p>	<p>Where a provider is unable to meet an appointment at the agreed time, many end-users would likely prefer to have appointments completed on the day of the agreed appointment, as opposed to waiting for another day which may involve significant changes to their work or social schedule. However, the end-user has still been negatively impacted by this delayed fulfilment of the appointment and so are likely to agree with the delineation between missed and delayed appointments.</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention.</p>

		<p>End-users may believe that the compensation for a missed or delayed appointment should be the same, as the disruption caused to end-users may be similar (e.g. taking additional vacation days from work).</p> <p>It should be noted that while a delayed appointment would be a compensable failure, the level of compensation could reasonably be reduced by providers as compared to a missed appointment in the absence of any other aggravating factors.</p>	
--	--	--	--

ii. Option (ii) to extend the specification of minimum QoS standards and of compensable failures in relation to MDSIA.

Option ii	Impact on Providers	Impact on End-users	Impact on Competition
Option (ii) a - specifying that the minimum quality-of-service standard(s) apply only in the context of the switching and porting process.			
<p>Impact of the specifying of minimum quality of service standards</p>	<p>Standards would apply only to MDSIA in the context of porting and switching.</p> <p>In view that the industry practice is to have appointments, any additional operational efforts on providers is not likely to be onerous.</p>	<p>Only end-users impacted by MDSIA in the context of porting and switching will benefit from this standard (including benefitting from enhanced surety from the inclusion of an agreement and confirmation of appointments and fixed length appointment of time slots)</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention.</p>
<p>Impact of making a breach of the standards a compensable failure</p>	<p>Providers will have compensation obligations with regards to MDSIA in the context of porting and switching (i.e. required to publish a compensation scheme within 3 months of effective date and fulfil associated obligations)</p> <p>Subsequently, providers will be required to issue compensation payments to end-users where an MDSIA has occurred in the context of switching.</p>	<p>This option will provide a compensation scheme for end-users impacted by MDSIA in the switching and porting process.</p> <p>This option will have no impact for end-users impacted by MDSIA outside of the switching and porting process. As a result of this:</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention.</p>

		<ul style="list-style-type: none"> - Customer harm will not be addressed. ComReg consumer data indicated that a significant number of MDSIA are outside of the switching process. Therefore, a significant portion of consumer harm arising from MDSIA will not be compensated. - Providing compensation schemes for certain MDSIA favours certain types of appointments over others, whereas continuity of service is equally important. - Lack of consistency in approach towards existing customers (i.e. those not switching) and new customers (i.e. those in the switching process). This may result in an inequality of outcomes between both cohorts. 	
<p>Option (ii) b - specifying that minimum quality-of-service standards apply to all MDSIA and not just those in the switching and porting process</p>			
<p>Impact of the specifying of minimum quality of service standards</p>	<p>Providers will be required to specify the standards for a greater number of end-users and their appointments (i.e. not just those in the context of switching and porting)</p> <p>As a result, processes may need to be extended to cover all MSDIA and not just those in the porting and switching processes which may require some operational effort on the part of providers.</p>	<p>This option will specify minimum QoS standards for all end-users impacted by MDSIA. The outcomes of this approach to end-users will be:</p>	<p>ComReg has not identified any impact on competition as a result of this proposed intervention.</p>

	<p>However, in reality, it is unlikely that providers would have different categorisations in terms of appointments (i.e. between appointments that relate to switching and porting and those that don't). Therefore, specifying the standards for all MDSIA is unlikely to be significantly onerous for operators compared to option (ii) a.</p>	<ul style="list-style-type: none"> - A wider range of end-users will benefit from enhanced surety in the agreement and confirmation of appointments and fixed length appointment time slots. 	
<p>Impact of making a breach of the standards a compensable failure</p>	<p>Providers will be required to publish a compensation scheme within 3 months of the decision date for all MSDIA. Providers will be required to issue compensation payments to end-users in all instances where an MDSIA has occurred, as opposed to just in the context of switching and porting.</p> <p>Therefore, in terms of the incremental efforts of providers in preparing the scheme, the option (ii) b should be no more burdensome than option (ii) a.</p> <p>The primary difference between Option (ii) a and (ii) b for providers could be the volume of compensation payments is likely to be higher under Option (ii) b as a result of its wider scope.</p> <p>Through the enhancement of operational planning and scheduling, as assisted by the minimum QoS standards, this impact should be minimised for providers, where they fulfil appointments.</p>	<p>This option will provide a compensation scheme for all end-users impacted by MDSIA. The outcomes of this approach to end-users will be:</p> <ul style="list-style-type: none"> - The application of the standard to all MDSIA, all end-users that may experience similar harm in terms of MDSIA would have appropriate redress in the form of compensation - Consumer harm in relation to MDSIA outside of switching will be addressed - Provides consistency across all appointments and should result in better outcomes for both new and existing end-users. This will create clarity for end-users as to their compensation entitlement. 	<p>ComReg has not identified any impact on competition as a result of this proposed intervention.</p>

5.5 Step 5 Assess the impacts and choose the best option

- 5.15 ComReg is of the preliminary view that end-users experience harm where an appointment is not met and for which they do not receive adequate redress. ComReg has identified end user harm of MDSIA, as set out in Section 2 and 3.
- 5.16 There is currently no legal requirement for compensation for MDSIA in place as required by Article 106(8) of the Code.
- 5.17 ComReg considers it appropriate and necessary to engage a compensation obligation relating to MDSIA.

Specifying Minimum QoS Standards and Associated Failures

- 5.18 ComReg has considered the options available to it in terms of imposing the proposed regulatory obligations inter alia, the specification of the QoS standards in respect of MDSIA and the specification of compensable failures and; extending the specification of minimum QoS standards and associated failure beyond the switching and porting process. ComReg wants to ensure a consistent level of protection and redress in terms of compensation for end-users in the case of any consumer harm arising from MDSIA and promote their interests, particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition. It is ComReg's preliminary view that to engage a compensation obligation relating to MDSIA, it is proposed that it is necessary, appropriate and proportionate to specify minimum QoS standards for MDSIA under section 37(1)(g) of the 2023 Act and thereafter to specify a breach of such standard as a compensable failure under section 39(a) of the 2023 Act.
- 5.19 In that context, ComReg has considered the appropriate QoS standards in relation to MDSIA proposed to be introduced in this consultation, including, defining "Appointments" and "Missed and Delayed Appointments" which may be specified as a compensable failure:

Appointment

- 5.20 ComReg has considered the inclusion of an appointment agreement in the definition of an Appointment. In ComReg's view, this is an appropriate inclusion as it is typically applied in the industry, while also providing flexibility and surety for both providers and end-users.
- 5.21 Similarly, ComReg believes it is appropriate to include a confirmation of appointment. This will provide additional surety for both providers and end-users, while also being an important point of reference for any future disputes.
- 5.22 On balance, ComReg proposes that it is appropriate to include time slots in the

appointment definition. Similar to the above, time slots are typically used in the industry currently and removing their use would have a significant impact on provider processes. ComReg believes that most end-users understand the operational difficulties in managing appointments and that time slots are required to accommodate for the variability in the schedule of technicians. As set out in the draft RIA analysis above, time slots work more effectively, by creating transparency and surety around the appointment, with the result that customers will benefit from not having to give up more of their time for install and service appointments.

- 5.23 ComReg also believes that time slots should be no longer than 4 hours that fall within the time period from 8am to 1pm or the time period from 1pm to 6pm. Some providers may need to adapt practices and arrangements to this requirement. However, on balance, the negative impact on end-users of allocating an entire day for an appointment outweighs this. As previously discussed, providers are not required to have a particular time slot(s) and are free to offer a range of slots. In that context, providers will retain control operationally of what and how they deliver in terms of appointments, which would minimise regulatory burden and cost of implementation.
- 5.24 Based on the above, and the analysis set out in section 3.2.2, ComReg is satisfied with the necessity, appropriateness and proportionality of the proposed definition of an appointment.

Missed and Delayed Appointment

- 5.25 ComReg believes that, prior to considering exceptions, an appointment is deemed to be missed if the technician has not attended the premises during the time slot agreed on the agreed date. This definition is clear and concise and should be agreeable to both providers and end-users.
- 5.26 ComReg has considered both the provider and end-user impact when determining what adequate notice should be for rescheduling or cancelling an appointment. On balance, ComReg believes that 24 hours is the most appropriate period. This will enable providers to foresee most operational issues, and which may cause MDSIA, while also giving end-users sufficient time to reschedule any social or work appointments they may have made. While operational issues may arise from time to time for providers in the 24 hours preceding appointments, on balance ComReg is satisfied that 24 hours is the most appropriate notice period.
- 5.27 ComReg proposes the inclusion of Delayed Appointments as a compensable failure as outlined. On balance, ComReg believes that delineating between appointments which are delivered not during the agreed Time Slot but on the agreed Working Day and appointments which have not been delivered on the agreed Working Day is appropriate. A significant number of end-users would have a preference for a Delayed Appointment over a cancellation or rescheduling of the appointment for a

separate Working Day. The inclusion of a Delayed Appointment creates incentives for providers to deliver an appointment on the agreed Working Day, as the level of compensation for a Delayed Appointment could be reduced by providers as compared to a missed appointment, in the absence of any other aggravating factors. ComReg is aware that providers may object to paying compensation where the rearranged appointment has been agreed with the end-user. However, this doesn't consider the direct end-user harm in having to arrange their work and social schedule significantly for service and installation appointments.

Competition

- 5.28 In respect of minimum QoS standards as defined in relation MDSIA and related compensable failures, ComReg has not identified any impact on competition as a result of this proposed intervention. There appears to be an industry wide need to ensure appointments, have appointment confirmation and have time slots, otherwise appointments would not be able to be agreed.
- 5.29 ComReg has identified that by limiting the length of time slots, providers who currently only offer all-day time slots may have to amend their operational processes for fulfilling appointments. This may have an impact on these providers' ability to fulfil appointments and, subsequently, could increase the volume of compensation payments to end-users. However, ComReg believes it is appropriate to limit time slots, it strikes a balance between potential harm (including due to the hassle and frustration) caused to end-users, particularly if an all-day slot is missed and cost of implementation. Furthermore, the standards do not enforce a minimum time in which providers must give an appointment and that providers should only offer appointments they are in a position to fulfil.
- 5.30 Existing third-party SLAs may need to be reconsidered and which may involve renegotiation of aspects of SLAs. Some providers may have low countervailing bargaining power in such a renegotiation. Should ComReg proceed with the above proposals subject to this consultation, a lead in period of three months for the commencement of ComReg's final decision would give providers three months for compliance with minimum quality of service standards, and a six-month period by which to have the relevant compensation scheme published and in effect (taking account of the provisions of section 39 of the 2023 Act).
- 5.31 Overall, ComReg considers there is a need to specify uniform QoS standards for an appointment and what is deemed to be delayed and missed, across the industry. Absent a specific obligation or standard, there could be inconsistencies and a lack of clarity regarding common minimum QoS standards that providers are to achieve and should compensate their customers for when the standards are not met.
- 5.32 In defining the minimum QoS standards, ComReg has considered the provider

impacts outlined above against the consumer harms mitigated by the introduction of the standards as proposed. ComReg believes that the minimum QoS standards proposed are necessary, appropriate and proportionate. On balance, ComReg considers that the proposed specification of the minimum QoS standards and the compensable failures, will result in benefits to the end-users which outweigh costs on providers, and is ComReg's proposed option.

Scope of Application of MDSIA Minimum QoS Standards

- 5.33 ComReg has also considered whether to extend the specification of minimum QoS standards and of compensable failure in relation to MDSIA (Option ii).
- 5.34 ComReg has considered the options available to it in terms of the scope of the application of the minimum QoS standards in relation to MDSIA, a narrow (i.e., MDSIA in the context of porting and switching) **Option (ii)** or a wider approach scope (i.e., the application of the QoS standards on MDSIA and the specification of failure to all MDSIA), **Option (ii) b**.
- 5.35 By choosing **Option (ii) a**, ComReg has identified that a significant portion of the end-user harm arising from MDSIA would not be captured within the standard if it was not applied outside of the switching and porting context. On balance, ComReg is of the preliminary view that the end-user harm arising from MDSIA outside of the switching and porting context is deserving of compensation, having regard to consumer harm, as set out in Section 2 of the consultation. In a well-functioning market, consumers are treated fairly, and RSPs have incentives to provide good levels of service quality, including compensation if things go wrong.
- 5.36 ComReg is aware that by choosing **Option (ii) b**, providers may pay a higher volume of compensation payments, owing to the wider scope of the application of the minimum QoS standards. However, it should be noted, that the incremental operational efforts of implementing **Option (ii) b** is envisaged not to be significantly different for providers, as the compensation scheme is required to be created for MDSIA in the context of porting and switching. By introducing a compensation scheme for all MDSIA (wider approach) this will create clarity and fairness for all those in the market and ensure new and existing customers are treated similarly and evenly. It would minimise regulatory burden and cost of implementation, providers can avoid additional processes to categorise appointments which are compensable or not.
- 5.37 On that basis, ComReg is therefore of the view that **Option (ii) b** is the most appropriate option. ComReg wants to ensure a consistent level of protection and redress for end-users and to promote their interests in the case of any consumer harm arising from MDSIA particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition.

5.38 ComReg has not identified any competition issues arising by proposing to require providers implementing compensation schemes in relation to all MDSIA.

Q. 4 Do you have any comments on ComReg's draft regulatory impact assessment?
Please provide detailed reasons and supporting evidence for your view.

6 Next Steps

- 6.1 The timeframe for receipt of submissions to this consultation paper is **5.00 pm on 6 December 2024** during which time ComReg welcomes written responses on the question posed in this consultation document.
- 6.2 Responses must be submitted in written form (post or email) to the following address/email and clearly marked “**Submission to ComReg 24/89**”:
- Commission for Communications Regulation
Retail Policy
One Dockland Central,
1 Guild St.,
North Dock,
Dublin 1
D01 E4XO
Ireland
Email: RetailConsult@comreg.ie
- 6.3 To promote further openness and transparency, ComReg will publish all respondents’ submissions to this consultation, subject to the provisions of ComReg’s Guidelines on the Treatment of Confidential Information – ComReg 05/24.
- 6.4 Respondents are requested to clearly identify confidential material and provide a confidential and non-confidential version of its responses.
- 6.5 Respondents are also requested to provide any electronic submissions in an unprotected format so that they can be appended into ComReg’s submissions document for electronic publication.

Annex 1: Draft Decision Instrument

1 STATUTORY FUNCTIONS AND POWERS

- 1.1 This Decision and Decision Instrument is made by the Commission for Communications Regulation (“ComReg”) established under section 6 of the Communications Regulation Act 2002 (“the Principal Act”), having regard to the obligations imposed by Article 106(8) of Directive 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast) (“the Code”) concerning missed service and installation appointments, and for the purposes of imposing obligations, and specifying minimum Quality of Service (“QoS”) standards, in respect of missed and delayed service and installation appointments under section 37(1)(g) of the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023 (“the 2023 Act”), and specifying failures under section 39(1) of the 2023 Act.
- 1.2 This decision instrument is made:
- i. Having regard to the functions and objectives of ComReg as set out in sections 10 and 12 of the Principal Act,
 - ii. Pursuant of the functions and powers conferred upon ComReg by sections 37 and 39 of the 2023 Act,
 - iii. Pursuant to and having regard to the Code, in particular Article 106(8) thereof.
 - iv. Having regard to the provisions of the European Union (Electronic Communications Code) Regulations 2002 (“S.I. No. 444 of 2002”), in particular Regulations 4 and 90 thereof.

2 DEFINITIONS

- 2.1 In this Decision Instrument, terms used are as defined in the European Communities (Electronic Communications Code) Regulations 2002 (S.I. No. 444 of 2002), and the Communications Regulation Acts 2002 to 2023, unless the context otherwise admits.
- 2.2 References to European legislation, primary legislation or secondary legislation shall be construed as references to that legislation as amended from time to time.
- 2.3 Words in the singular form shall be construed to include the plural and vice versa unless the context otherwise admits or requires.
- 2.4 A reference to a section, clause, or schedule, is a reference to a section, clause or schedule of this Decision Instrument unless the context otherwise admits or requires.

- 2.5 A reference to the “Code Regulations” is a reference to the European Communities (Electronic Communications Code) Regulations 2022, (S.I. No. 444 of 2022).
- 2.6 A reference to “the 2023 Act” is a reference to the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023.
- 2.7 The following words and phrases shall have the following meanings, unless the context otherwise requires:

“**Appointment**” means an agreement between a Provider and a Customer of that Provider for a Technician to attend at the Customer’s Premises to carry out a Service or Installation during an agreed Time Slot on a specific Working Day;

“**Customer**” means an end-user of an internet access service or publicly available number-based interpersonal communications service (and a Customer of a Provider shall be construed accordingly);

“**Premises**” means a premises at which a Customer of a Provider has, or is seeking to have an Installation or a Service, and which is identified by the Provider or Customer for the purposes of making an Appointment;

“**Installation**” means an intervention by a Technician at the Customer’s Premises for the purposes of conducting a site survey of that premises and/or installing the physical infrastructure and/or equipment for the provision of an internet access service or publicly available number-based interpersonal communications service;

“**Provider**” means a retail service provider of internet access services or publicly available number-based interpersonal communications services;

“**Service**” means an intervention by a Technician at the Customer’s Premises that is not an Installation, in relation to the provision of an internet access service or publicly available number based interpersonal electronic communications service and includes, without limitation, repair or other customer support;

“**Technician**” means a person with technical expertise to carry out an Installation or Service;

“**Time Slot**” means an interval of time no longer than 4 consecutive hours that falls within the time period from 8am to 1pm or the time period from 1pm to 6pm on the same Working Day.

“**Working Day**” means the duration between 08:00 – 18:00, from Monday – Saturday (and does not include Sunday and public holidays).

3 SCOPE AND APPLICATION

- 3.1 This Decision Instrument applies to providers of internet access services and publicly available number based interpersonal communications services. It specifies and

imposes minimum QoS standards to be met by Providers when providing such services to end-users, in respect of missed and delayed service and installation appointments. It also imposes related compensation requirements in respect of specified failures for breaches of the minimum QoS standards and obligations.

4 MINIMUM QUALITY OF SERVICE STANDARDS AND OBLIGATIONS

4.1 Under and in accordance with section 37(1)(g)(iii) of the 2023 Act, ComReg specifies the following minimum QoS standards to be met by Providers relating to missed and delayed service and installation appointments in respect of connections:

- i. A Provider shall arrange and confirm an Appointment with a Customer in accordance with this subsection:
 - a. For the purposes of a Service or Installation, a Provider shall offer a Customer a range of Times Slots and Working Days to choose from before agreeing to an Appointment. Once agreed by the Customer, the Appointment is created for a specific Time Slot on a specific Working Day.
 - b. A Provider shall confirm an Appointment with a Customer. A confirmation shall, as soon as practicable thereafter, be sent to the Customer via email/SMS or otherwise in a durable form. This is to serve as a record of agreement for both the Provider and the Customer.
- ii. A Provider shall fulfil an Appointment or any rearranged Appointment. In this regard an Appointment or a rearranged Appointment is not fulfilled if missed.
- iii. An Appointment shall be deemed missed if the Technician has not attended at the Customer's Premises during the agreed Time Slot on the agreed Working Day, unless:
 - a. The Provider can establish that it gave no less than 24 hours' notice before the commencement of the agreed Time Slot on the agreed Working Day and notice was given on a Working Day that is not a Saturday, of the reschedule or cancellation of an Appointment; or
 - b. The Provider can establish that a Technician arrived at the Customer's Premises during the agreed Time Slot, that contact was attempted with the Customer during the Time Slot, and that the Technician could not access the Customer's Premises and this was not due to any act or omission on the Provider's part;
- iv. An Appointment shall be deemed delayed when it is rearranged before the expiration of the initial agreed Time Slot by agreement between a Provider and a Customer. The rearranged Appointment must be on the same Working Day as the Appointment and must also be fulfilled by the Provider on that date.

5 SPECIFICATION OF FAILURE

- 5.1 In accordance with section 39(1) of the 2023 Act, a failure by a Provider to comply with an obligation under the minimum quality-of-service standards set out in Section 4 of this Decision Instrument, is specified as a failure and is thereby a “specified failure” as referred to in section 39 of the 2023 Act. Without prejudice to the generality of the foregoing, it shall be a specified failure for a Provider:
- a. to fail to arrange and confirm an Appointment with a Customer in accordance with section 4.1(i) of this Decision Instrument;
 - b. to fail to fulfil an Appointment or a rearranged Appointment in accordance with section 4.1(ii) of this Decision Instrument;
 - c. to miss an Appointment;
 - d. to delay an Appointment, even if rearranged.

6 STATUTORY POWERS NOT AFFECTED

- 6.1 Nothing in this Decision Instrument shall operate to limit ComReg in the exercise and performance of its statutory powers or duties conferred on it under any primary or secondary legislation (in force prior to or after the Effective Date of this Decision Instrument) from time to time.

7 MAINTENANCE OF OBLIGATIONS

- 7.1 If any section or clause contained in this Decision Instrument is found to be invalid or prohibited by the Constitution, by any other law or judged by a court to be unlawful, void or unenforceable, that section or clause shall, to the extent required, be severed from this Decision Instrument and rendered ineffective as far as possible without modifying the remaining section(s) or clause(s) of this Decision Instrument and shall not in any way affect the validity or enforcement of this Decision Instrument.

8 EFFECTIVE DATE AND DURATION

- 8.1 This Decision and Decision Instrument is fully effective from XX/XX, unless otherwise amended by ComReg.

Q. 5 Do you have any comments on the draft Decision Instrument?

Annex 2: Legislation

Section 37 of the 2023 Act

Minimum quality-of-service standards

1) The Commission may specify minimum quality-of-service standards to be met by providers of internet access services or publicly available interpersonal communications services when providing such services to end-users generally, or such class of end-user as the Commission may specify, in respect of any of the following:

(...)

(g) connections, including—

(i) the time for initial connection to the network,

(ii) connection failure rates, and

(iii) missed and delayed service and installation appointments;

2) The Commission may make and publish guidelines in relation to the application of minimum quality-of-service standards and providers shall have regard to those guidelines.

Section 39 of the 2023 Act

End-user compensation

1. The Commission may, for the purposes of this section, specify a failure (referred to in this section as a “specified failure”) of a provider of internet access services or number-based interpersonal communications services (referred to in this section as a “provider”) to comply with an obligation under—

(a) a minimum quality-of-service standard, or

(b) Regulation 90 of the Code Regulations.

2. Where a provider commits a specified failure the provider shall pay compensation to any end-user affected.

3. Where the Commission specifies a failure under *subsection (1)* providers shall, not later than 3 months thereafter, prepare and publish a scheme (in this section referred to as a “compensation scheme”) setting out the compensation that end-users are to be entitled to in respect of the specified failure and a transparent procedure by which compensation shall be paid.

4. A compensation scheme shall include at least the following in respect of the specified failure—
 - (a) a user-friendly description of the procedure by which compensation is paid,
 - (b) the amount of compensation that end-users are entitled to,
 - (c) the means by which compensation will be paid, and
 - (d) the time periods within which end-users will receive compensation.
5. Providers shall ensure that the amount to which end-users are entitled under a compensation scheme is sufficient to compensate them having regard, inter alia, to—
 - (a) the nature of any loss of service experienced,
 - (b) the duration of any loss of service experienced, and
 - (c) any failure on the part of the provider to keep end-users informed throughout the process.
6. A provider shall not charge an end-user any fee in connection with the payment of compensation.
7. The Commission may determine that providers pay compensation to end-users in respect of a specified failure without the need for an end-user to make a complaint or a claim for compensation.
8. A compensation scheme shall be published by the provider on its website in a clear and comprehensible format that is easily accessible by end-users and, in particular, by end-users with disabilities and in any other manner as may be specified by the Commission.
9. Where a provider prepares a compensation scheme it shall ensure that end-users are informed about the scheme in a user-friendly manner.
10. Where a provider prepares a compensation scheme it shall ensure that end-users are informed, in a clear and comprehensible way, that the compensation scheme does not prejudice their right to pursue compensation in respect of a specified failure by other legal means or proceedings.
11. The Commission may specify the amount of compensation to be payable in respect of a specified failure.

12. Providers shall report to the Commission annually in relation to the operation of this section in such manner as may be required by the Commission, detailing in particular, in respect of the period to which the report relates—
 - (a) the specified failures in respect of which compensation was paid by the provider,
 - (b) the number of instances of each specified failure in respect of which compensation was paid by the provider,
 - (c) the amount of compensation that was paid in respect of each specified failure by the provider, and
 - (d) the average time taken by the provider to pay compensation to an end-user.
13. The Commission may require a provider to submit to an independent audit or review, paid for by the provider, on its compliance with this section.
14. This section, other than *subsections (1), (7), (11) and (13)*, is a regulatory provision.
15. This section is without prejudice to the right of—
 - (a) an end-user to pursue compensation in respect of a specified failure by other legal means or proceedings, including where the end-user considers any compensation granted under this section is not adequate, and
 - (b) the Commission or any other person to bring proceedings in respect of a specified failure.

Annex 3: Consultation Questions

Q. 1 Do you agree with ComReg's proposed minimum QoS standards for Missed and Delayed Appointments, as outlined above? Please provide detailed reasons and supporting evidence for your view.

Q. 2 Do you agree with ComReg's proposals to specify a breach of the minimum QoS standards proposed as failures under Section 39(a) of the 2023 Act? Please provide detailed reasons and supporting evidence for your view.

Q. 3 Do you agree with ComReg's preliminary view that it is appropriate to extend the specification of minimum QoS standards and compensable failures to all MDSIA? Please provide detailed reasons and supporting evidence for your view.

Q. 4 Do you have any comments on ComReg's draft regulatory impact assessment? Please provide detailed reasons and supporting evidence for your view.

Q. 5 Do you have any comments on the draft Decision Instrument?

Annex 4: Benchmarking

Benchmarking across other Irish industries

A 4.1 The Commission for the Regulation of Utilities (“CRU”) serves as the economic regulator for both the energy (i.e. ESB Networks and Gas Networks Ireland) and water (i.e. Uisce Eireann) network providers. As part of this role, CRU requires these network providers to publish a Customer Charter which guarantees the overall standard of their services. These Customer Charters are produced in line with the CRU handbooks for their relevant industry (however the levels of compensation are not prescribed in the handbooks and are determined by the network provider).

A 4.2 Gas Networks Ireland (“GNI”), for example, makes specific reference to missed appointments in its Customer Charter³⁴ - “We will endeavour to keep all appointments with our customers on the assigned day and within the nominated timeframe (am, pm or all day). If we believe we will be unable to keep this appointment, we will contact you a minimum of one working day prior to the scheduled appointment. If we fail to meet the appointment or fail to notify you of the cancellation on or before the working day prior to the scheduled appointment, a claim of €50 can be made.”

Benchmarking across other countries

The United Kingdom, Ofcom

A 4.1 Pursuant to General Condition of Entitlement - GC7 (Switching and number porting), in April 2019, Ofcom launched the Automatic Compensation Scheme³⁵, where broadband and landline customers automatically get money back from their communication provider when things go wrong without having to ask for it.

A 4.2 Where a communication provider misses an engineer appointment relating to the installation or repair of a fixed line or broadband service, automatic compensation is payable if:

- A customer requires an engineer appointment for the installation or repair of a fixed line or broadband service; and
- The communication provider confirms an engineer appointment slot to the customers; and
- The engineer does not attend the confirmed appointment slot provided by

³⁴ [Customer Charter](#)

³⁵ [Automatic Compensation \(ofcom.org.uk\)](https://www.ofcom.gov.uk/consult/condocs/compensation/automatic-compensation/)

the communication provider.

A 4.3 Compensation is not payable if the provider gives notice of a change or cancellation of the appointment at least 24 hours in advance of the original appointment time or if the customer otherwise agrees to a change in the appointment time slot for the same day (such agreement must be recorded by the communications provider or its agent on its behalf, which may be done by a customer service agent on the phone or by an alternative means).

A 4.4 In this instance 'automatic' compensation means that communications providers must notify a customer that they are eligible for compensation as soon as the communications provider is aware that an appointment has been missed. The customer is not required to make a claim for compensation.

A 4.5 The amount of compensation payable by communication providers for a missed appointment is a fixed fee of £30.49.

Belgium, BIPT

A 4.1 According to the Royal Decree amending the Royal Decree of 6 September 2016 on the migration of fixed line services and bundled services in the electronic communications sector, Article 14 sets out that;

“If the execution of the migration requires the on-site visit of a technician, the subscriber referred to in Article 1 must then at least have the choice of opting, for each visit, for an appointment during the morning or afternoon time slot. These time slots are to be specified by the operator. The first paragraph shall not prejudice the possibility for the operator to define more precise time slots in the morning or afternoon time slots or to define a wider time slot in which the subscriber may make an appointment, provided that he or she also receives the choice referred to in the first paragraph. Technicians who go to the site to carry out a migration are prohibited from cancelling the mandate given in accordance with Article 3, paragraph 2.”

A 4.2 Article 19 of the document sets out that;

“If the report of the technician's visit does not show, in accordance with Article 15, that the technician has reported within the agreed time slot at the installation address, the subscriber shall be entitled to automatically, without having to submit an application to that effect] to compensation of 30 euros per missed appointment from the receiving operator]. Payment is made through the first invoice after the migration, or a credit note from the receiving operator issued at the time of this first invoice.”

Slovenia (AKOS)

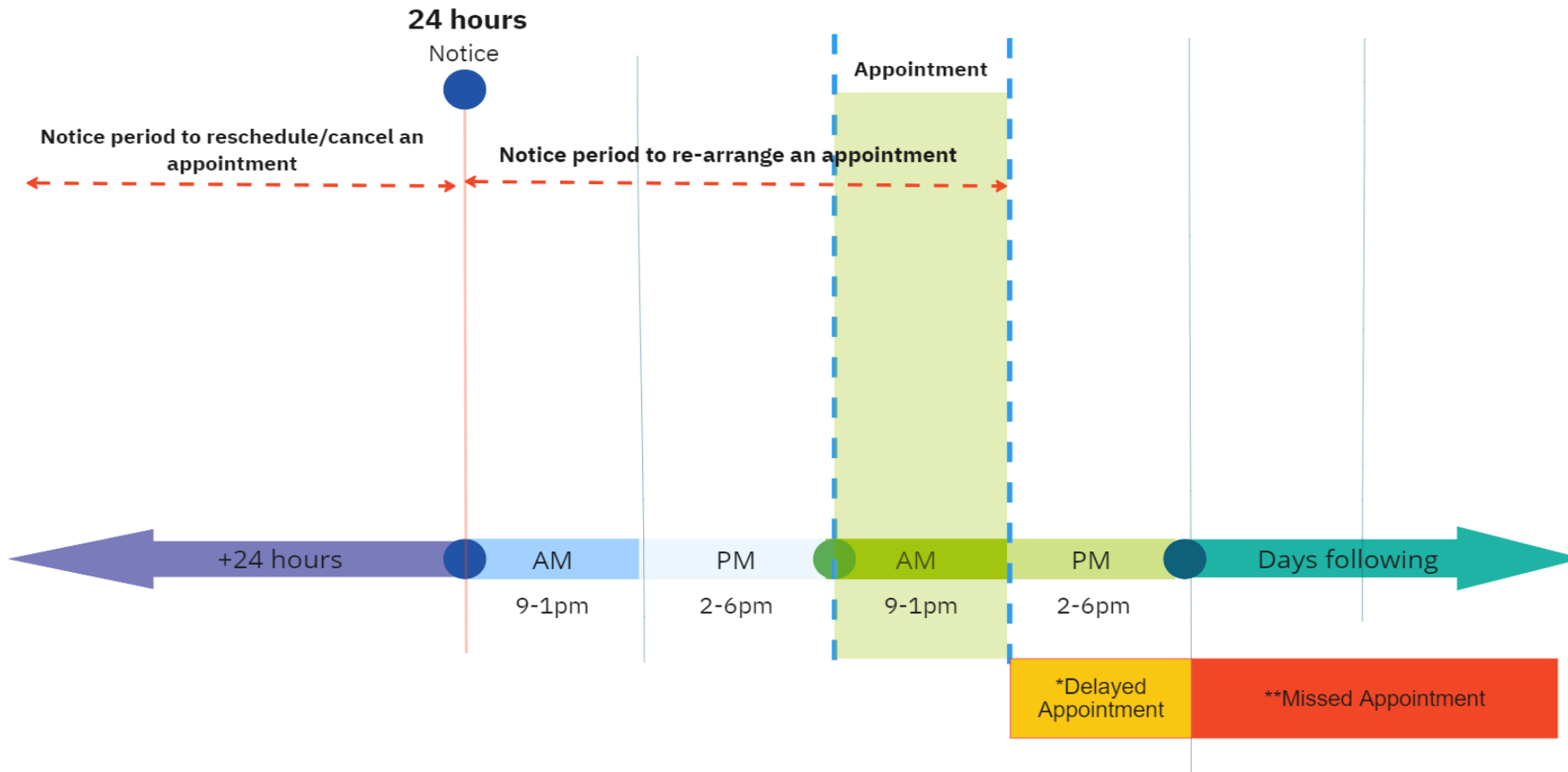
A 4.1 According to the General Act on Number Portability and the Switching of Internet Access Service Providers³⁶, if the service is not provided within the agreed time frame (this time frame is to be agreed between end user and service provider) or on the agreed date, appropriate compensation must be paid to the end-user. The end-user is not entitled to compensation for the period during which the delay is caused by the inaccessibility or unresponsiveness of the end-user to requests from the transferring or receiving service provider in relation to the transfer of a telephone number or due to the delivery and installation of equipment at the end-user's location for the purposes of the physical switch of internet access. The end-user is considered unresponsive or inaccessible in the following cases in particular:

- a) If they do not provide access to the connection location at the agreed time,
- b) If they do not respond to a phone call from the representative of the transferring or receiving service provider on the agreed day of the internet access service provider switch, nor return the call within 30 minutes, or
- c) If they do not respond to an email sent to the address from which they had previously communicated with the service provider or provided in the service change request or subscription contract, within 24 hours.

³⁶ [Splošni akt o prenosljivosti števil in zamenjavi izvajalca storitev dostopa do interneta \(PISRS\)](#)

Annex 5: Graphic of QoS standards for MDSIA

Missed or delayed appointment timeline



*Delayed appointment = If a customer is contacted prior to the expiration of the initial agreed timeslot and accepts a rearranged appointment in the 2PM -6PM timeslot of the original appointment day.

**Missed appointment = Appointment not fulfilled or cancelled/ rescheduled with less than 24 hours notice of the appointment slot.