

# Appendix C: Response to Consultation 23/14

- 1.1 This Appendix sets out the ComReg questions, summary of respondents' views and ComReg's associated responses to Consultation 23/14. Specifically, having considered submissions, this Appendix details where ComReg has revised its preliminary views and its rationale, on which it is further consulting. It details areas where ComReg's preliminary views have not changed and the associated reasons.
- 1.2 The purpose of public consultations is to allow ComReg to consider the views of interested parties in the context of reaching a decision on particular matters. All views are considered, and account taken of the merits of views expressed. It should, however, be noted that the process is not equivalent to a voting exercise on proposals and ComReg will exercise its judgement having considered the merits of the views expressed. However, it is not practical for ComReg to provide commentary on each individual submission. Non-confidential versions of submissions are published alongside the Further Consultation and Draft Decision in Appendix D.

## 1.1 Consultation 23/14 – question 1 (Introducing Charter requirements)

- 1.3 In Chapter 3 of Consultation 23/14 ComReg set out the policy context and objectives for a Charter. ComReg then asked the following question:

*“Do you agree with the proposal that ComReg should introduce requirements for providers of IAS and ICS to prepare, publish and keep updated a Charter? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.1.1 Respondents' views

#### **Necessity, appropriateness and proportionality**

- 1.4 The majority of respondents (CCPC, Chambers Ireland, NDA, Prepay Power, Sky, Tesco, Virgin, Vodafone, Wiggin LLP, Alto and Magnet) agreed with the proposal that ComReg should introduce requirements for providers of IAS and NB-ICS to prepare, publish and keep updated a Charter. However, two respondents (eir, Imagine) did not agree.
- 1.5 Imagine stated, “The market is functioning adequately with customers making informed choices every day without the need to refer to some ‘one size fits all’ set of metrics to help them make a basic choice.” eir submitted that there was a lack of justification and insufficient evidence on the need for a Charter, labelling the lack of transparency finding as an assertion not supported by evidence. eir added that

Consultation 23/14 offered a one-sided analysis and did not demonstrate a lack of availability of the information proposed to be included in the Charter.

- 1.6 eir is of the view that ComReg had pre-empted its consultation on the need to require a Charter and assumed a Charter would be introduced. This was evident in the setting of dates when Charters would be accessible from provider websites and expressing a timeline for review of the Charter's adequacy. In proposing a final decision in June 2023, ComReg was not taking the time to consider responses fully and this did not suggest an open, meaningful consultation process where stakeholder's views are fully considered. eir suggested further pre-emption, referencing section 38 of the 2023 Act when stating "this phrasing indicates that there should be an assessment of the need to require a Charter, which ComReg has not completed or has failed to produce clear evidence from an assessment." It also stated that "There is simply no assessment of either the fairness or proportionality of introducing a mandatory charter."
- 1.7 eir submitted that ComReg should assess, amongst other things, if a charter is objectively required and to determine what additional information is objectively necessary, if any, to provide to consumers; fully assess the proportionality of any measure; whether the measure proposed is the least intrusive and burdensome means to achieve the objective; whether providers already give consumers the necessary quality of service information in an accessible format; and whether existing alternative mechanisms/targeted measures are more effective and proportionate in ensuring consumer satisfaction.
- 1.8 eir questioned ComReg's approach in terms of levels of harmonisation of end-user protections under the Code. This respondent stated that it "notes that several of the proposed Charter provisions mandate the publication of information in their Charter in relation to e.g., switching and compensation, where obligations already exist pursuant to Article 102, to provide this information in their customer contracts"; This respondent stated that "it is not clear how imposing such additional, more prescriptive information requirements relating to issues already covered by Article 102, complies with the stipulation in Article 101 not to set different levels of protection for matters covered by Article 102." It was also noted by the respondent that "the quality-of-service parameters now proposed by ComReg are not those set out in Article 104 (in conjunction with Annex X) of the Code; and differ from those set out in the BEREC Guidelines.

### **Objective of transparency**

- 1.9 A number of respondents highlighted that the proposals for introducing a Customer Charter may not achieve ComReg's stated transparency objective:

- eir submitted that this information was already accessible on its website and repeating it in “an outdated downloadable document” ... “is a self-defeating exercise”. eir stated it would cause information overload and lead to disengagement and inertia among customers, which will be compounded further if providers are required to include information for both business and consumers in one document. eir stated the Charter will add volume and complexity to existing documentation already mandated by regulation and available to customers online. In this context, the proposed Charter would reduce transparency and mislead consumers on customer service levels. eir also queried how the proposed format would assist consumers unable to navigate websites, and how a ‘cumbersome’ Charter as proposed, could improve the quality of service and streamlined experience of digitally literate consumers navigating to “clearly labelled website sections”.
- Three highlighted the complexity in compiling information across seven distinct headings, covering multiple customer segments, lines of business and support channels. Three further added that the scope of the proposed charter had expanded beyond the issues identified by the market research and “as a result there is a significant and real risk that the Charter becomes an unwieldy compendium of information that in practice cannot be used by customers for its intended purpose.” Instead, a more a “more focused approach to transparency around a reduced set of topics would yield better outcomes for end-users.” In addition, Three stated the proposal to elicit from providers voluntary commitments on 100% targets rather than allow Service Providers to offer other performance commitments, unnecessarily restricts a provider’s freedom to develop their own approach to meeting their customer needs.
- Vodafone recommended rationalising existing requirements rather than setting a supplementary obligation by pointing to existing sources of information, such as, the operator Code of Practice and information contained within the contract. Vodafone added transparency could be achieved by consolidating the existing requirements on operators.

1.10 The CCPC submitted that it “is important that providers are permitted to include any other customer service commitments they wish to make outside of those prescribed by ComReg”. In the CCPC’s view, this would align with ComReg’s intention for the Charter to be a ‘one stop shop’ where customers can find key information about a provider’s customer service in one place. It would also ensure that providers are not inadvertently dis-incentivised from competing on customer service levels through additional commitments that ultimately benefit consumers.

## 1.1.2 ComReg response

1.11 ComReg maintains the preliminary view that it is necessary, appropriate, proportionate and justified to introduce requirements for Relevant Service Providers to prepare, publish and keep updated a Charter, which will give end-users one easily accessible and comparable place to get clear information on customer service, in light of the analysis conducted and responses received to Consultation 23/14.

### **Necessity, appropriateness and proportionality**

1.12 Considering submissions from respondents that ComReg has not provided an evidence basis for requiring a Charter and has failed to outline the issue and justify its proposals:

- Chapter 3 of Consultation 23/14 sets out evidence gathered from the various sources around customer service levels in the Irish electronic communications services market and its rationale supporting the proposed intervention. This included ComReg's own research, third party research and complaints data. Overall, ComReg considers that the electronic communications market in Ireland continues to leave significant room for improvement in terms of consumer satisfaction with overall levels of customer service received from service providers. The electronic communications service sector as a whole consistently ranks as one of the lowest sectors in Ireland for customer service. Consultation 23/14 sets out ComReg's preliminary consideration of the availability and transparency of information about levels of quality-of-service customers can expect. Having regard to the preliminary evidence gathered, ComReg's preliminary assessment of the policy issue was also set out in detail in its consultation.
- Recent updates of the research set out in Consultation 23/14 continues to highlight consumer issues. Furthermore, ComReg notes the CCPC's 2024 half year helpline report which ranked telecommunications second in the top five sectors where consumers had contacted the CCPC helpline between the period January to June 2024. The 1,534 reported telecommunications related contacts represented a 25% increase on the same period in 2023. Four providers (of TV, broadband, phone and/or mobile services) were among the top ten traders named by consumers when contacting the helpline. Contacts relating to these top ten traders make up 15% of the total number of contacts where customers named a trader. Therefore, it is apparent that there are cohorts of customers that have experienced, and continue to experience, poor customer service levels of service in the sector.
- There is an identified lack of transparency on customer service quality in the market that may be expected by end-users and a lack of existing Commitments

by providers contributing to customer service issues. This can make it difficult for customers to have information, in a clear and accessible format, and to know what standard of quality of service they can expect from their own provider, and to compare customer service across service providers, for example when considering switching to a different provider and choosing ECS. ComReg was of the preliminary view that the lack of transparency around the quality of customer service, and lack of commitments made by service providers on the specific level of service they offer their customers, were evidence of an information asymmetry that could dampen competition, which may lead to poor customer outcomes.

- The proposal to implement a Charter would help address this. ComReg's objective is to create transparency on the levels of customer service providers may offer; and to introduce Charter requirements on providers to drive competition as regards overall levels of customer service across the market. In that regard, ComReg has set out its view, mindful of the principles of necessity, appropriateness and proportionality.
- In Consultation 23/14, ComReg did assess the objective need to require a Charter; mindful of its broader statutory objectives in exercising its functions. ComReg has considered, in acting in the pursuit of its statutory objectives, as set out in Section 12 of the Act of 2002 as amended and Regulation 4 of ECC Regulations, the importance of customer service; having a one stop shop for information on levels of customer service; levels of customer dissatisfaction; transparency and competition whilst giving maximum benefit to customers. ComReg proposes reasonable measures which are necessary and proportionate for achieving the aforementioned objectives. ComReg considers that in light of the analysis conducted and the reasons, including, transparency, comparability, and the need for "a one stop shop for information", as set out Consultation 23/14, clearly demonstrate the exercise of the power is appropriate and justified. In that regard, ComReg does not agree to eir's comments that "ComReg should assess, amongst other things, if a charter is objectively required and to determine what additional information is objectively necessary; and whether existing alternative mechanisms/targeted measures are more effective and proportionate in ensuring consumer satisfaction".
- ComReg notes the aim of the legislature as clearly stated in the Communications Regulation (Enforcement Bill) Summary Document 2022<sup>1</sup> in explaining the new Consumer Measures proposed in relation to the establishment of a Customer Charter "is to provide consumers with one easily accessible and comparable place to get information as to the quality of service provided by an operator", which will act as a "one-stop-shop" for customer to

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<sup>1</sup> [Communications Regulation \(Enforcement Bill\) Summary Document 2022](#).

see the standard of service they can expect from their providers”. Pursuant to section 38 of the 2023 Act, ComReg is satisfied that it has a clear statutory power to require Relevant Service Providers to prepare, publish and keep updated a Charter.

- Insofar as a respondent submitted that ComReg, in its consultation, did not demonstrate a lack of availability of the information proposed to be included in the Charter, which it stated, “is the evidential step that, per recital 271, must be completed before a new regulatory publication obligation can be imposed”, ComReg notes that section 38(2)(a) of the Act does not require that ComReg demonstrate this and there are no such prerequisites for ComReg, to satisfy when using its powers pursuant to section 38(2) of the Act. Nonetheless, ComReg is of the view there is an identified lack of transparency around levels of quality of customer service and such information is not readily available to end-users. ComReg’s proposals are also in line with ComReg’s objectives and in accordance with the provisions of Regulation 4(3)(d) of the ECC Regulations to promote the interests of consumers in the State, by ensuring a high and common level of protection for end-users through the necessary sector specific rules.

1.13 On that basis, ComReg notes section 38 of the 2023 Act and maintains its preliminary view that its Charter proposals can achieve its stated objectives of a Charter by improving the information available to customers on their provider’s level of customer service, any compensation and general information on customer service aspects. It can also act as a ‘one stop shop’ for key information about customer service, thus addressing some of the previously identified challenges around navigating provider websites. In addition, implementing a Charter can improve the overall standard of customer service that customers get from their service providers.

1.14 A Charter is a transparency measure to the benefit of end-users where information on levels of quality of service offered can be published. ComReg notes that largely all respondents agreed in general with the proposal of a Charter. In summary, these submissions noted, amongst other things, that a Charter will keep customers informed; and when customers have access to charters where information is presented to them transparently, they can choose which service provider to opt for according to their preference and requirements. As noted by one of the respondents, Charters are a standard practice in other sectors, such as energy and waste collection, and they can be helpful in informing customers of the standards of service that they can expect to receive when engaging with a service provider. ComReg is maintaining its view that the introduction of Charter requirements is proportionate, ensuring higher levels of transparency for customers, while offering providers flexibility and incentive to compete on quality of customer service supporting competition to work more effectively.

- 1.15 Service providers should already be incentivised to provide the best possible customer service quality for customers. It is in providers' interest to ensure end-users can make an informed choice and use their services with confidence.
- 1.16 On balance, creating transparency around customer service standards can stimulate competition, both by customers being more confident in engaging with the market due to receiving more transparent and reliable information on service levels, and providers being incentivised to compete on levels of customer service. It is expected that together these factors would drive a more competitive dynamic, and spur improvements in overall customer service levels by allowing customers to more effectively choose the provider who promises to deliver them the best overall service.
- 1.17 ComReg does not agree that it “did not fully assess the proportionality of any measure; and whether the measure proposed is the least intrusive and burdensome means to achieve the objective”. ComReg particularly disagrees with eir’s assertion that “There is simply no assessment of either the fairness or proportionality of introducing a mandatory charter”. On the basis of ComReg’s RIA analysis (Chapter 8 of Consultation 23/14), the option to ‘not to introduce a Charter’ was disregarded. ComReg assessed the impacts of the identified options as regards introducing and implementing a Charter, on industry, consumers and competition. ComReg’s proposal was to have a Charter with provider-set commitments and ComReg maintains its view that a Charter with provider-set commitments is proportionate. Introducing Charter requirements would likely incur some implementation costs, in the time and resources taken to provide a Charter. However, ComReg is revising its preliminary view that Relevant Service Providers are allowed further flexibility as to how they articulate information in a Charter on levels of quality of service it offers (which customers can expect to get), any compensation and general information on aspect of customer services. ComReg considers submissions from respondents on proportionality when considering further the Charter requirements, amongst other things, in relation to necessity of performance measurement, reporting to ComReg and mandatory audit requirements, scope and application of a Charter, in its response to consultation questions below and the draft RIA analysis (Appendix B).
- 1.18 Furthermore, ComReg is of the view that a Charter requirement to publish information in a Charter in relation to levels of quality of service or customer service categories or to make customers aware of its Charter, does not conflict with service providers regulatory obligations in respect of information requirements for contracts pursuant to Regulation 87<sup>2</sup> and Regulation 88 of the ECC Regulations. ComReg requires that Relevant Service Providers include information in their Charter on quality-of-service levels if offered and such information to be published in the form

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<sup>2</sup> According to Regulation 87, ECS contracts shall comprise the information set out in Schedule 7. Part (B)(I)(1)(i) refers to certain minimum QoS parameters, which are referenced in Annex X of the Code and the BEREC Guidelines.

and manner specified by ComReg pursuant to section 38(2) of the 2023 Act. ComReg notes that Relevant Service Providers may have separate regulatory obligations arising under Regulation 87 and Schedule 7 of the ECC Regulations. ComReg requirements complement existing information provision obligations on providers but are separate and distinct from them. However, ComReg’s proposals do not conflict with these obligations.

- 1.19 It is ComReg’s view that its approach is entirely consistent with the policy at the European and National level (and the spirit of the Code<sup>3</sup>) and it is consistent with publication of information as regards quality of service generally.<sup>4</sup> A Charter is a supplementary consumer protection measure – a transparency measure to the benefit of end-users where information on levels of quality of service offered can be published. Consultation 23/14 was concerned with publication and transparency requirements in line with section 38 (2)(a) of the 2023 Act which allows ComReg to specify “the information required to be included in a Charter”. Consultation 23/14 did not seek to impose ComReg specified uniform Minimum Quality of Service Standards on providers of IAS and number-based ICS or to include information in a Charter as regards any Minimum Quality-of Service Standards specified.
- 1.20 ComReg notes the submissions made that the quality-of-service parameters now proposed by ComReg are not those set out in Article 104 (in conjunction with Annex X) of the Code. ComReg is concerned with categories of customer service (query response time and query resolution times) which are non-technical services and do not come within scope of Annex X of the Code. The focus of the Charter is on transparency of information as to levels of quality of non-technical services. ComReg notes however, that the BEREC Guidelines reference non-technical services (i) **“Response time for operator services (Customer Care Services – Help Desk)”** and (ii) **“Customer Complaints Resolution Time”**. In accordance with its obligations under Regulation 4 of the ECC Regulations, ComReg has considered whether these references apply to our proposals for Charters. ComReg is satisfied that its approach does not conflict with BEREC references to customer service parameters.
- 1.21 It is ComReg’s view that it appropriate, necessary and justified that customers know how they can get in touch with their provider to ask a question. Customers should have clear expectations around the nature of that interaction, such as how long it will take them to make contact and/or get a response from their provider. ComReg also notes that the reference in the BEREC Guidelines relates to the ‘phone’ channel. In addition, ComReg’s proposed requirement regarding call answering time is consistent with the reference in the BEREC Guidelines and the related ETSI

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<sup>3</sup> Official Journal of the European Union (2018), Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code. Accessed [online](#).

<sup>4</sup> Recital 265 of the Code refers in particular to ensuring greater transparency regarding the information on tariffs, quality of service, conditions on terminal equipment and other relevant information.

measures currently.

- 1.22 ComReg acknowledged that it may not be possible to fully address the query raised at the initial point of contact. In that case, ComReg therefore also proposed to include a Commitment in terms of a follow-up response time for queries raised across any channel (phone, email, web form, web chat and post), when the query was not resolved at the time of initial customer contact. However, ComReg noted that at this stage, the reference in the BEREC Guidelines on “**Customer Complaints Resolution Time**” focuses only on customer complaints resolution time and ComReg’s measure is different to complaints handling. Separate to Charter requirements, ECS Service Providers are obliged in law to have a Code of Practice for complaints handling, and which addresses the matters of complaint response time and complaint resolution.<sup>5</sup>
- 1.23 ComReg allows greater flexibility to providers in its revised proposals in terms of how they articulate their Commitments, and it is not proposed that they offer Commitments at the individual customer level. ComReg’s revised proposal means that there are various options for how a Relevant Service Provider could articulate such Commitments (if any), in accordance with ComReg’s proposed specified instructions (Schedule 2) and using ComReg defined metrics (Schedule 3). This would enable Relevant Service Providers to tailor their Commitments to their own specific business operations. Provider-set Commitments offered, whether individual or average, means “the (up to date) level of quality of service offered by a Relevant Service Provider (expressed in the form of a percentage within a timeframe defined in accordance with the Data Dictionary) for those Customer Services (being the contact channels response times, query handling resolution times, connecting a new service, refunds processed, and service outages) set out in sections 1-4 of a Relevant Service Provider’s Customer Charter and it is the level of quality of service which the customer expects to get”. It is ComReg’s view that this approach is in accordance with section 38 (2) (a) of the 2023 Act which allows ComReg to specify “the form of a customer charter” and consistent with BEREC Guidelines and which refers to ETSI measures currently in place.<sup>6</sup>

### **Objective of transparency**

- 1.24 ComReg acknowledges that by providing consumers with one easily accessible and comparable place to get information as to the quality of service provided by an operator and other general information which may be available elsewhere, may create some duplication. However, ComReg is concerned with information being readily available and end-user friendly i.e., easy to find and comparable. ComReg is of the view that the information that it requires in Charters is not currently readily available in one place and is not end- user friendly including for those with disabilities.

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<sup>5</sup> Pursuant to ComReg Decision D04/17. [ComReg1762.pdf](#)

<sup>6</sup> Included at page 14, at Table 2, “QoS parameters not set out in the EECC”, of the BEREC Guidelines.

A Charter will act as a “one-stop-shop” for customer to see the levels of quality of service the end-users can expect to get from their providers. ComReg is consulting on its revised preliminary views in relation to form and content of a Charter. Chapter 2 of the Further Consultation and Draft Decision sets out a sample Charter and what it would be when completed in line with our proposals which ComReg is further consulting upon. ComReg considers that a Charter developed in line with these proposals would create transparency on information on levels of quality of service offered and general information on provider’s policies and/or procedures for customer service.

1.25 ComReg, in response to a comment about the navigability of information already available across multiple ‘labelled’ webpages or sections of the providers’ websites, highlights that the proposed format seeks to balance the needs of customers who may struggle to navigate the provider’ website with those who are digitally literate and able to locate such information independently. It is beneficial to end-users to have such information in “one-stop”. ComReg has revised its preliminary view to ensure that the Charter can be easily accessible on the providers’ website including a clear description of what the Charter is and where to find it through the appropriate use of links, as detailed in ComReg’s response to the views expressed in question 8 and 9 below.

1.26 In respect of CCPC’s comment that providers should be “permitted to include any other customer service commitment they wish to make commitments outside of those prescribed by ComReg”, ComReg notes that providers can articulate Commitments (if any) using a range of options (Schedule2) and the Charter Template (Schedule 1) contains an “any other information” section (under which any other key information about a Relevant Service Provider’s customer service may be included.

**“Pre-empted the results of the consultation and the need to require a Charter”**

1.27 In that context, ComReg’s proposals for the introduction of and requirements for a Charter were subject to public consultation and in particular the RIA contained “several sets of regulatory options” for discussion including the overarching approach and “how ComReg may seek to specify various aspects” such as form, minimum quality-of-service standards, classes of end-users to address, manner of reporting, publication and notification. It was necessary for ComReg to comprehensively set out in the document published for consultation, what measures it was considering applying in order that Relevant Providers would have a meaningful opportunity to make submissions. This does not mean that ComReg had pre-decided the matter but rather wished to make the consultation as effective as possible. Any dates indicated in Consultation 23/14 were subject to the consultation process. ComReg notes that the period for response to the Consultation was extended.

## 1.2 Consultation 23/14 – question 2 (Overarching approach to introducing a Charter)

1.28 In chapter 4 of Consultation 23/14 ComReg proposed the overarching approach to implementing Charter requirements, the consideration of options for Charter requirements and a phased Charter introduction. ComReg then asked the following question:

*“Do you agree with the proposal that the Charter will contain provider-set commitments, with ComReg to monitor and evaluate implementation of the Charter requirements and the levels of customer service committed to and implemented by providers for their adequacy before deciding whether to seek to move to the specification of Minimum Quality of Service Standards, and/or seek to require any Minimum Quality of Service Standards information is included in a Charter? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.2.1 Respondents’ views

1.29 The responses received to this question were mixed. While many respondents generally agreed with the proposal to introduce a Charter with provider-set commitments (Option 2), aspects relating to the overarching approach received less support in terms of the monitoring and evaluation of requirements, the need for an adequacy review of Charter implementation and potential imposition of minimum QoS standards. ComReg summarises respondents’ views below across those aspects.

#### **A Charter with provider-set commitments within ComReg set parameters**

1.30 In terms of options for Charter requirements, most respondents agreed with ComReg’s proposal to introduce a Charter with provider-set commitments. However, Chambers Ireland strongly disagreed with ComReg’s consideration of this option believing that it “will put the entire responsibility and accountability on the provider. And as much as it gives flexibility to the provider to set commitments that are tailored to their individual business operations, this could also lead to negligence on the provider’s part to honour their commitments or purposefully set low commitment standards.”

1.31 While eir agreed with proposal that any commitments in the Charter should be set by providers, they “disagree that a provider-led approach will be fulfilled because of the specified nature of ComReg’s requirements” and the “outdated commitments ComReg specifies.”

1.32 Virgin Media submitted that “for a Charter to be of real benefit it needs to align with key KPI’s that individual providers use for their customer service, and it therefore is

appropriate that the Charter facilitates Providers with this flexibility.”

- 1.33 Sky stated that it “believes that it is crucial for operators to have the autonomy to determine their own commitments.” While Vodafone agreed that provider set commitments are appropriate and a phased approach is pragmatic.”
- 1.34 eir believes the Charter requirement proposed by ComReg would not achieve ComReg’s stated objectives to clearly articulate customer service levels and ensure consistency; it would instead reduce transparency for consumers. According to eir, “each consumer query and contact is unique” and “this means the levels of consistency that ComReg is trying to attain through overly specific Charter proposals is not possible and will mean consumers are not clear on what quality of service to expect.”
- 1.35 eir stated it could not support a Charter template without input from consumers or providers.
- 1.36 eir submitted that ComReg’s proposals went beyond government organisation charters or those related to the energy sector in terms of the sentences proposed to be included in the Charter, and the proposed reporting and auditing requirements.

### **Monitoring and evaluation of implementation of Charter requirements and adequacy review**

- 1.37 CCPC and Chambers Ireland agreed that providers should monitor how they perform against the Charter and report this to ComReg. One of these respondents also submitted that the adequacy review “will be crucial to ensure that its objective of driving improvements in overall customer service levels in the sector is achieved evenly across consumers.”
- 1.38 The CCPC agrees that providers should monitor how they perform against the Charter and should report this to ComReg. The CCPC is also of the view that making providers accountable is important to ensure that they meet their commitments. Consumers and providers should be clear as to what they can expect if commitments aren’t met. The CCPC recommends that ComReg should clarify what actions, if any, will arise when a provider’s performance is deemed to be poor.<sup>7</sup>
- 1.39 However, Tesco submitted that it “does not believe there is a need for the additional phases such as an adequacy review nor “does [it] not believe there is any need for reporting or audit requirements.” Vodafone stated that it “does not agree with the level and format of reporting requirements.”
- 1.40 As regards the timing of an audit, Prepay Power stated that “as the implementation of new customer service commitments will involve a step change across industry,

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<sup>7</sup> In response to Question 18.

(they) would submit that the first audit and review should take place 1 year after implementation i.e., Q1 2025. This will allow for both a full year's analysis and will also afford providers with sufficient opportunity to train staff and implement their newly adopted best practises."

- 1.41 eir stated that ComReg had "proposed completely unrealistic requirements in paragraph 8.118 of the RIA that performance against Charter would be audited for the first quarter that Charters are effective. The proposed timelines to create a Charter, report on a Charter and arrange an audit [were] not feasible and reflect ComReg's lack of practical consideration in general about Charter requirements." eir was of the view that the proposed yearly auditing requirement would add costs to operators and the wider industry, that could be passed on to consumers. eir submitted that ComReg had not fully considered the auditing costs in its cost-benefit analysis.

### **Phased approach and minimum QoS standards**

- 1.42 Many respondents (Vodafone, Wiggin LLP, Prepay Power, Virgin Media, Three) agreed that a phased approach to implementing a Charter based on provider-set commitments is preferable to imposing specified uniform Minimum Quality of Service Standards from the outset.
- 1.43 CCPC and Chambers Ireland agreed that providers should monitor how they perform against the Charter and report this to ComReg, and also submitted that the adequacy review "will be crucial to ensure to ensure that its objective of driving improvements in overall customer service levels in the sector is achieved evenly across consumers." However, aspects relating to the overarching approach received less support in terms of monitoring and evaluation of Charter requirements, the need for an adequacy review and potential imposition of minimum QoS Standards.
- 1.44 Tesco Mobile submitted that it "does not believe there is a need for the additional phases such as an adequacy review as proposed."
- 1.45 Imagine stated they "completely disagree with reservation of the power to impose Minimum Quality of Service Standards at any time, following an adequacy review, should ComReg consider that option 2 (the level of customer service committed to and/or implemented by some or all providers of IAS and number-based ICS) does not ensure effective consumer protection or that the Charter objectives are met."
- 1.46 Three while agreeing that "it is appropriate that ComReg monitors the evolution of this area before deciding whether or not further regulatory intervention is required" also noted that "it is premature for ComReg to immediately move to Minimum Quality of Service Standards if no other reason than ComReg has set out no proposals in this regard."

- 1.47 Publication of Charters with key service commitments, together with a level of reporting to ComReg, will according to Virgin Media, provide ComReg with what it needs, so that there will not be a need for ComReg to set Minimum QoS Standards.
- 1.48 Chambers Ireland also noted that “there are some services that need to be mandatory and cannot be compromised on while some additional services can be flexible and altered according to the provider’s individual market experience. For example, ComReg should set Minimum Quality of Service Standards for query handling, complaint handling, connection and billing and refunds. The Charter should contain provider-set commitments on issues regarding outages (as outages can sometimes be unplanned and not entirely in the hands of the providers to fix), repairs, disconnection policy in case of non-payment of bills and switching services.”
- 1.49 The CCPC recommended that ComReg give consideration to introducing at least one specified standard i.e. “whether customers should be provided with the possibility to request human intervention when they interact with the service provider through fully automated online interfaces.” The CCPC also submitted that “ComReg should consider whether consumers who are vulnerable should have guaranteed access to a specific standard of customer service.”

## 1.2.2 ComReg response

- 1.50 In Consultation 23/14, ComReg set out the reasons why it considered starting with the introduction of a Charter containing provider-set commitments on levels of quality for customer services (according to parameters set by ComReg) was appropriate and proportionate, in light of ComReg’s statutory functions and objectives and also to the objectives of a Charter.

### **A Charter with provider-set commitments within ComReg set parameters**

- 1.51 As addressed in question 1, ComReg is maintaining its preliminary view to introduce a Charter which includes information on levels of quality of service of customer service. ComReg maintains its preliminary view that regardless of the approach to implementing a Charter requiring a Relevant Service Provider to have a clearly articulated level of quality of service for customer service categories will help create transparency for customers on what levels of customer service they can expect from their provider.
- 1.52 ComReg also maintains its preliminary view that in order for this information on customer service quality to be easily accessible in one place and comparable it must be included in the Charter in the form specified by ComReg. ComReg has, however, revised its preliminary view and proposes to allow Service Providers to express Commitments as to the level of quality of service it offers (in respect of a specified category of customer service), using a range of different intervals, and they are not required to make Commitments at individual customer level which is addressed

below in ComReg’s analysis of related questions. The specified categories of customer services include contact channels response, query handling resolution, connecting a new service, refunds processed and service outages. The level of quality of service is expressed as a percentage of that customer service the Relevant Service Provider offers to deliver within a timeframe, including their own timeframe, for each specified category. ComReg is of the view that this allows Relevant Service Providers the further flexibility sought.

- 1.53 ComReg would point to the responses that supported this approach, and particularly the comment from one respondent (Sky) who stated “it is crucial for operators to have the autonomy to determine their own commitments. This approach would allow for healthy competition in the market, as providers would have the flexibility to tailor their customer service standards according to their unique strengths and capabilities.”
- 1.54 ComReg, in its draft RIA<sup>8</sup>, has assessed the impact of its proposed intervention across industry, customers and competition. The option to allow provider set commitments within ComReg specified parameters would support customers in comparing offerings between providers, meaning they could have more confidence in more effectively choosing a provider who promises to deliver them the best overall service. By allowing providers to set commitments that are tailored to their individual business operations, they would likely not need to make substantial changes to their current practices, thereby minimising regulatory burden and cost of implementation. This approach would allow providers to determine Charter content that works with their customer service models and ways of operating and compete with other providers on quality of service. It would also support competition to work more effectively, in ComReg’s opinion, by creating transparency around the competitive dynamic between service providers when it comes to levels of customer service.
- 1.55 ComReg further notes the comment from Chambers Ireland who stated that this approach would put the entire responsibility and accountability on the provider which could also “lead to negligence on the provider’s part to honour their commitments or purposefully set low commitment standards.” The Charter focuses on achieving transparency and comparability of levels of quality of service for end-users and consumers. ComReg maintains its preliminary view that providers would be required to measure their performance against standards set out in the Charter, arrange for that to be independently audited, and report to ComReg on such performance.

### **Monitoring and evaluation of implementation of Charter requirements**

- 1.56 In terms of its overarching approach to a Charter requirement, Consultation 23/14 set out that an important part of the process will be:

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<sup>8</sup> As set out in chapter 8 of Consultation 23/14 and Appendix B of the Further Consultation and Draft Decision.

- Evaluating implementation of the Charter requirements and the levels of customer service committed to and implemented by providers; and
- Publishing comparisons between different providers in relation to how providers have implemented and performed against their stated commitments (if any), as appropriate.

1.57 Respondents in general did not agree to the proposed monitoring and evaluation requirements in relation to a Charter. However, ComReg, considered in Consultation 23/14 that “evaluating providers’ actual performance against their Charter commitments is a key part of achieving our statutory objectives and objectives for the Charter. In the absence of an evaluation of performance there is a risk that providers could make Charter commitments without backing them up with appropriate efforts to deliver on those commitments. This would not represent a genuinely beneficial impact on competition and could lead to undesirable customer outcomes.”

1.58 ComReg notes the response (CCPC) that “without a form of evaluation there will also be no way to determine if providers commitments have been met or not. Therefore, (it) agrees that providers should monitor how they perform against the Charter and should report this to ComReg.”

1.59 ComReg notes the wording of section 38(4) of the 2023 Act which provides “The Commission shall require a provider referred to in subsection (1) to measure its performance against the standards set out in its customer charter and to report to the Commission on such performance in such form and manner as the Commission specifies”. In accordance with section 38(4) of the 2023 Act, ComReg shall require a provider to measure its performance against standards set out. Therefore, ComReg maintains its preliminary view that a Relevant Service Provider would be required to measure their actual performance against the Standards (i.e. Commitments) set out, if any, in its Charter expressed in terms of metrics defined in Schedule 3 and specified requirements in Schedule 2, if offered. For the reasons set out in Consultation 23/14, a Relevant Service Provider will also be required to report this performance to ComReg (according to a ComReg specified form set out in Schedule 3).

1.60 ComReg also notes its power to arrange or require an audit or review of the standard, pursuant to section 38 (5) of the 2023 Act. ComReg maintains its preliminary view that an audit plays an important role in ensuring that consumers can trust the accuracy of performance reports. However, having considered the views expressed in the submissions, ComReg has revised its preliminary view with respect to a recurring mandatory audit requirement, which is addressed below in ComReg’s analysis of question 18.

### **Phased approach and Minimum QoS Standards**

1.61 In Consultation 23/14, ComReg proposed to take a phased approach to

implementing Charter requirements. ComReg proposed, as part of a phased approach in respect of the Charter, that subsequent to the publication of the Charters it would conduct an adequacy review as to the levels of customer service commitments before deciding whether to specify Minimum Quality of Service Standards.

1.62 However, in light of the submissions received and ComReg’s revised proposal regarding further provider flexibility to articulate Commitments, if any, on the basis of a range and not at the individual level, ComReg notes that a phased approach to implementing a Charter will no longer be applicable. ComReg notes that the Charter consultation process will focus on achieving transparency and comparability of levels of quality of service for end-users and consumers. ComReg reserves its rights to intervene to establish Minimum QoS Standards, subject to consultation, at any time, if it considers it appropriate.

1.63 ComReg also notes the comments received in relation to the requirement for an adequacy review and the “reservation of the power to impose Minimum Quality of Service Standards”. Where ComReg considers it may be necessary and appropriate to specify Minimum Quality of Service Standards in accordance with section 37 of the 2023 Act, ComReg may seek to do so subject to the usual consultation process.

### 1.3 Consultation 23/14 – question 3 (Charter requirements apply to)

1.64 In section 5.2 of Consultation 23/14, ComReg proposed that Charter requirements would apply to providers of IAS and number-based ICS, where such providers serve 0.5% or more of the market, they are active in, on a subscription basis – i.e. fixed voice, fixed broadband, mobile voice, mobile broadband. ComReg then asked the following question:

*“Do you agree with the proposal that Charter requirements will apply to providers of IAS and/or number-based interpersonal communications services with a market share of 0.5% or greater? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

#### 1.3.1 Respondents’ views

1.65 Responses to Consultation 23/14 were mixed and focused on a number of aspects. In summary, these were:

- No distinction between providers based on a market share threshold.
- Implementation of a reduced Charter for smaller competitors.

- Set market share threshold at a higher level.
- Setting an absolute number of subscribers as the threshold.

- 1.66 Three respondents (Imagine, Prepay Power and Chambers Ireland) agreed with the proposal. However, many respondents (eir, Tesco, Three, Sky, Virgin and Vodafone) submitted that a charter if introduced should apply to all providers. These responses focused on amongst other things, “it is unclear why there is a need for such a distinction as all customers deserve good customer service.” Respondents were of the view “there should be consistency in the standards provided to consumers, regardless of the size of the operator”.
- 1.67 Sky commented that “to some extent... Smaller operators should not be expected to invest to the same degree as larger ones, as it may disproportionately affect their operations” but also noted that “small operators, when viewed together as a whole, do take a not inconsiderable portion of the market share. Therefore, there should be consistency in the standards provided to consumers, regardless of the size of the operator. As such, we would suggest an additional option for consideration, which is the implementation of a reduced Charter for smaller competitors.”
- 1.68 As regards the proportionality of the impact of implementing a Charter, one respondent (Magnet) submitted that the internal demand on resources at larger entities to develop, maintain and report on the Customer Charter is very small in terms of unit costs compared to small providers. This respondent put forward a hypothetical per subscriber per annum cost increase. By way of illustration of possible differences of impact of charter requirements on smaller providers.
- 1.69 Responses to Consultation 23/14 as regards the proposed threshold of 0.5% market share were mixed. One respondent (Chambers Ireland) agreed with the 0.5% threshold stating that “it will cover 100% of mobile voice and 98.7% of fixed line voice and 96.3% of fixed broadband.” Another respondent considered the “that the exemption of providers with less than 0.5% market share is baseless and the relevance of the 0.5% cut-off is not clear”.
- 1.70 In relation to setting a threshold level for triggering Charter requirements, three of the respondents (Wiggin LLP, Imagine, Prepay Power) suggested that a higher market share threshold than that proposed by ComReg in Consultation 23/14 should apply and which ranged for from 2% to a 5% market share, with one respondent stating that “ComReg consider setting the market share threshold at a higher and more material level which is not less than 5% to help preserve the ability of potentially smaller communications provider competitors to easily enter and thrive.”
- 1.71 Three suggested to simplify any application of a threshold by setting, as an alternative, an absolute number of subscribers as the threshold for requiring a charter and not a percentage market share as proposed by ComReg. According to this

respondent “This alternative approach means there is no requirement on operators to continually self-assess their market share”.

- 1.72 Vodafone stated “there are a number of organisations with over 0.5% market share that operate only in the corporate space in Ireland. Is the proposal that these organisations provide a Charter if they engage any customers within the definition of small, micro, not for profit etc.? This is not clear.”

### 1.3.2 ComReg’s response

- 1.73 ComReg, in accordance with its power under section 38 (1) of the 2023 Act may require providers of IAS or publicly available ICS to prepare, publish and keep updated a Charter.
- 1.74 On the basis of the analysis conducted Consultation 23/14 set out that ComReg was of the preliminary view that applying a threshold is proportionate towards smaller providers of ECS and a way to meet the objectives for a Charter. On balance, a threshold of 0.5% market share of subscribers helps to achieve ComReg’s objectives of extending the benefit of a Charter to as much of the market as possible, mindful of seeking to ensure that measures taken by ComReg are effective for end-users while also proportionate towards providers. Applying the threshold at this level will cover 100% of mobile voice and 98.4% fixed line voice and 96.4% of fixed broadband.<sup>9</sup> It also helps to avoid a risk of an undesirable competitive or other unintended consequence, such as barriers to entry. In that context, ComReg does not agree that “exemption of providers with less than 0.5% market share is baseless and the relevance of the 0.5% cut-off is not clear”.
- 1.75 ComReg also notes the suggestion “an additional option for consideration, which is the implementation of a reduced Charter for smaller competitors.” However, ComReg is cognisant that such a distinction (of a reduced Charter for smaller competitors) may not achieve the Charter objective in terms of transparency and comparability of information on customer service quality.
- 1.76 Having regard to ComReg’s statutory objectives (including around promoting competition and the interests of end-users) and the principles and objectives for a Charter, and having regard to the views expressed and having considered this issue further, ComReg maintains its preliminary view expressed in Consultation 23/14 that it is appropriate to apply the requirement to prepare, publish and keep updated the Charter, to providers of IAS and number-based ICS, with a market share of 0.5% or greater based on subscribers of the applicable market (i.e. fixed voice, fixed broadband, mobile voice, mobile broadband).
- 1.77 ComReg remains unchanged in its view that its approach strikes the right balance in

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<sup>9</sup> ComReg Quarterly Key Data Report Q2 2024

terms of impact on end-users and providers alike. It is proportionate towards relatively small providers and mindful of potential new market entrants, while helping to ensure end-users can benefit from the Charter. The threshold for requiring a Charter does not preclude any provider of ECS including smaller providers or potential new market entrants from having their own voluntary charter or offering commitments as regards the level of customer service their customers can expect.

- 1.78 In addition, to clarify whether Relevant Service Providers with over 0.5% market share in corporate markets are required to provide a charter, Consultation 23/14 set out ComReg's preliminary view that Charter requirements will apply to providers of IAS and number-based ICS, where such service providers serve 0.5% or more of the market that they are active in, i.e. fixed voice, fixed broadband, mobile voice, mobile broadband.
- 1.79 ComReg recognises the potential for its intervention to lead to a cost for providers that could be passed on to consumers. ComReg did not receive any specific detailed information from respondents as to possible costs of the measure.
- 1.80 As regards setting an absolute number of subscribers as the alternative threshold for requiring a Charter, it is ComReg's view that this approach does not simplify assessment by a provider as to whether Charter requirements apply. ComReg understands that an absolute number of subscribers as the threshold would also have to be tracked by providers. Furthermore, such an approach is not dynamic, unlike the percentage market share approach, which is calculated based as a percentage of the total subscriber base in the applicable market. The draft decision instrument sets out formulae to enable providers to calculate their market shares. It follows the way that market shares are currently calculated and reported in ComReg's Quarterly Key Data Reports. In accordance with the formulae providers of IAS and/or number-based ICS can assess themselves as to whether their market share is over the 0.5% threshold or not. This approach helps to enable providers to calculate their market shares in a uniform way. Based on this, ComReg considers it is therefore appropriate and proportionate towards providers to self-assess their market share to determine whether Customer Charter requirements apply. ComReg is of the preliminary view that it is not appropriate for ComReg to undertake the calculation to determine the application of a Customer Charter and ComReg's views remain unchanged.
- 1.81 ComReg has sought to ensure that the regulatory burden of Charter requirements does not have undesirable consequences for smaller providers of ECS and is therefore retaining the 0.5% market threshold. ComReg noted submissions from respondents on proportionality when considering further the Charter requirements in its response to consultation questions below and the draft RIA analysis (Appendix B).

## 1.4 Consultation 23/14 – question 4 (End-users addressed)

- 1.82 ComReg assessed the options around which classes of end-user would most benefit from the availability of a Charter;<sup>10</sup> It was proposed that a Charter that addresses end-users that are consumers, microenterprises, small enterprises and not-for-profit organisations (“Relevant Customers”). ComReg then asked the following question:

*“Do you agree with the proposal that providers will be required to prepare, publish and keep updated a Charter that address all consumers, microenterprises, small enterprises and not-for-profit organisations? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.4.1 Respondents’ views

- 1.83 Responses to the Consultation were mixed. Many responses agreed with the proposal. ALTO and Verizon submitted that they are broadly supportive of ComReg’s proposal to extend the benefits of a Charter to microenterprises, small enterprises or not-for-profit organisations that have similar bargaining power as consumers. However, two respondents (eir, Wiggin LLP) disagreed to extend the benefits of a Customer Charter to business customers, end-users that are microenterprises, small enterprises and not-for-profit organisations, with one of these respondents submitting that “Option 2 (with Charter requirements only applying to consumers) is recommended.”

#### **Inclusion of business customers**

- 1.84 Respondents submitted whether ComReg had established a specific harm or poor outcome for business customers to justify a Charter. Respondents outlined areas where services offered to business customers differ to those offered to consumers. In summary, this includes separate sales and support teams including the use of account managers, separate product offerings, the availability of protections and customer service commitments in the form of service level agreements (SLAs) and different levels of service for different groups of business customers. There was also concern that information to be included in a Charter may be limited by “pre-existing contractual obligations including confidentiality and commercial sensitivities”. In addition, that “combining information related to different sets of customers in one place will confuse customers and result in a lengthy document that customers will not read”. A respondent also found it unclear whether ComReg expected “one Charter for each regulated company which would mean that sub-brands, such as GoMo, would require their own chapter in the corporate Charter.”

#### **Not-for-profit organisations within scope of a Charter**

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<sup>10</sup> In sections 8.4.4 and 8.5.3 of the draft RIA of Consultation 23/14.

- 1.85 A number of other respondents (ALTO, Verizon, Three, Vodafone) questioned the inclusion of not-for-profit organisations within scope of the provisions of a Charter to avoid unnecessary regulatory burden. In addition, a suggestion was submitted to amend the definition of not-for-profit organisation based on a size threshold of 10 employees (in line with the microenterprise definition) to explicitly exclude large not-for-profit organisations and government bodies. In the absence of an amendment to this definition, a respondent submitted that ComReg should add a clarification in its decision that the intention is for only those not-for-profit organisations which have similar bargaining power as consumers should be in scope. That respondent noted that a not-for-profit organisation which has a bespoke SLA agreed with its communications provider could be excluded from scope.
- 1.86 Three referred to a not-for-profit hospital with nearly 4,000 staff and queried whether the boundaries of ComReg's Charter obligations required non-for-profit organisations of this size to be addressed in a Charter. Three submitted an alternative approach would be that the Charter "only apply to business customers with limited volumes of lines or connections that approximate to the consumer segment".
- 1.87 Vodafone sought clarification as to whether service providers with over 0.5% market share in corporate markets or with not-for-profit organisations exceeding small enterprise thresholds are required to provide a Charter.

### **Provider flexibility**

- 1.88 Virgin noted that as providers may have distinct processes for different types of end-users, a separate charter for smaller business companies may work better for these customers.
- 1.89 Chambers Ireland submitted that if certain aspects of a providers customer service differ between consumers and other end-users (microenterprises etc), a provider ought to make this clear within the single document of the charter.

## **1.4.2 ComReg response**

- 1.90 In light of the analysis conducted, and having considered submissions and views expressed, ComReg maintains its preliminary view that a Relevant Service Provider is required to prepare, publish and keep updated a Charter that addresses end-users that are consumers, microenterprises, small enterprises and not-for-profit organisations. These end-users have less bargaining power than larger enterprises and would likely benefit from greater clarity and commitments as to the level of customer service they can expect from their provider. ComReg notes that many of the respondents agreed that the Charter should address the range of ECS customers that all have a similar weaker bargaining power, including microenterprises.

### **Inclusion of business consumers**

1.91 ComReg does not agree that the scope of a Charter covers only consumers. Part 4 of the 2023 Act is entitled “Measures to assist consumers **and other end-users.**” [emphasis added] As referred to, the policy at the European and National level in relation to publication of information as regards quality of service, including customer service, is clearly set out in the Enforcement Bill 2022 Summary Document December 2021<sup>11</sup> where it expressly states that:

A new “**Customer Charter**” will act as a one-stop-shop for “**customers**” to **see the standard of service they can expect from their providers**” [emphasis added]

1.92 In this context, it is entirely clear that customers who are consumers and /or business customers may benefit from a Charter. Consistent with section 38(2)(c) of the 2023 Act ComReg may specify “the **classes of end-users** that a Charter is required to address” [emphasis added]. In Consultation 23/14, ComReg considered whether to extend the application of the end-user protection of a Charter to end-users other than consumers.<sup>12</sup>

1.93 ComReg noted that Recital 259 of the Code,<sup>13</sup> emphasises that with regards to microenterprises, small enterprises and not-for-profit organisations “the bargaining position of those categories of enterprises and organisations is comparable to that of consumers, and they should therefore benefit from the same level of protection.”

1.94 In Consultation 23/14, ComReg observed that “these other organisations might benefit from equivalent protections to consumers, as they are also likely to be at risk of unequal power caused by information asymmetry.” Like consumers, these organisations will benefit from a Charter that details the level of customer service they can expect to receive from their provider.

1.95 Many respondents agreed that larger enterprises who benefit from a stronger bargaining power should be outside the scope of a Charter. In Consultation 23/14, ComReg noted “larger enterprises usually have stronger bargaining power” and that “it is less likely that larger enterprises would benefit from a Charter, particularly as they may already have a service level agreement (SLA) or similar with a service provider, that gives them assurance about the relevant aspects of the customer service they will receive.

1.96 ComReg notes the submission that larger enterprises may be given assurance about the relevant aspects of customer service, they will receive through individually

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<sup>11</sup> Ibid. See explanatory memo, page 6 and page 10

<sup>12</sup> ComReg’s assessment of the options is set out in Consultation 23/14, section 8.4.4 and 8.5.3 of the draft RIA.

<sup>13</sup> Official Journal of the European Union (2018), Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code. Accessed [online](#).

negotiated contracts or SLAs, it is not necessary for larger organisations to be included in the scope of the Charter. Arrangements for business customers typically depend on the individual provider and size of the organisation. Some business segments may not have bespoke arrangements or an SLA or similar with a provider, that gives them assurance about the relevant aspects of the customer service they will receive. However, ComReg notes that an SLA (if offered), may not cover all of the areas covered by the Charter. In these circumstances, ComReg considers that business may benefit from the availability of a Charter containing information around customer service standards and other general information which some customers only avail of on contacting customer care.

- 1.97 The Charter does not preclude business customers (including end-users that are microenterprises, small enterprises and not-for-profit organisations) availing from a Commitment (if any) which applies globally in addition to separately negotiating bespoke and more favourable commercial commitments as regards levels of customer service that they can expect to receive from their ECS provider. Those customers can decide whether to rely on Commitments (if any offered) and articulated in the Charter, which apply to all end-users, or the more favourable bespoke commitments expressed under the terms of a contract or SLA. Once the Commitment is met, performance over and above the Charter Commitment would be a commercial matter. Relevant Service Providers are not required but have the flexibility to offer their own business customers (that are microenterprises, small enterprises and not-for-profit organisations) other separate commercial commitments over and above their Charter Commitments (if any offered). For the avoidance of any doubt, an SLA or similar with a provider is not required to be published in the Charter. In that context, ComReg is of the view that contractual terms which provide for the matters of business customers do not conflict with Charter requirements.

### **Inclusion of not-for-profit organisations**

- 1.98 ComReg remains of the preliminary view that it is appropriate that not-for-profit organisations also fall within the scope of a Customer Charter. These customers typically engage with their providers in a similar way as microenterprises, small enterprises and would benefit from the additional information and clear articulation of Commitments offered as to level of customer service set out in a Charter. A 2022 analysis of the nonprofit (not-for-profit) sector in Ireland by Giving Ireland reported 34,331 nonprofit organisations and a sector dominated by small organisations. Approximately 70% of nonprofits employ 10 or less staff while only 6% of organisations exceeded 50 employees.<sup>14</sup> Therefore, based on employee size, not-for-profit organisations largely are comparable to microenterprises and small

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<sup>14</sup> [GivingIrelandReport2022.pdf](#)

enterprises. In addition, such an organisation or association provides its services on a not-for-profit basis and in the public interest.

### **Provider flexibility**

- 1.99 As regards a suggestion that flexibility is required for providers serving business customers, ComReg's approach in Consultation 23/14 aimed to afford providers the flexibility to tailor the Customer Charter to their own business practices. Where providers are serving both end-users that are consumers and business customers (that are microenterprises, small enterprises and not-for-profit organisations) they may, if they wish, prepare more than one charter. It is a Relevant Service Provider's commercial choice as to whether they wish to prepare and publish separate Charters for business customers, business categories or sub-brands, if they consider that such approach commercially works best for these customers. As set out in Consultation 23/14, if certain aspects of a provider's customer service differed between end-users (for example, if a provider offered different contact channels for non-residential users or different commitments), a provider must make this clear within the single Charter document, if applicable.

### **Appropriate and proportionate in addressing target end-users**

- 1.100 Having considered submissions made and having taken into account the views expressed, ComReg maintains its preliminary view that it is appropriate and proportionate that Relevant Service Providers' Charters address end-users that are microenterprises, small enterprises or not-for-profit organisations that have a similar weaker bargaining power as consumers in general or, engage with their providers in a similar way as residential customers.
- 1.101 ComReg considers that in the Irish market, microenterprises, small enterprises and not-for-profit organisations are customers with comparable (weaker) countervailing buying power. In a similar way as residential customers, they will benefit from the availability of a Charter. It is envisaged that extending the Charter benefits to other end-users that are not consumers will potentially have a knock-on positive impact on competition for business customers with similar bargaining power to consumers and empower them to make better informed choices.
- 1.102 It is ComReg's view that its approach in Consultation 23/14 is consistent with economic principles and supports the proposed intervention of Charter requirements for customers that all have a similar weaker bargaining power (all consumers, microenterprises, small enterprises and not-for-profit organisations). It is also entirely consistent with the ECC Regulations and the spirit of the Code which extends key end-user protection provisions to end-users that are microenterprises, small enterprises and not-for-profit organisations, unless they have explicitly agreed to waive those rights. For example, those relating to contract information.

## 1.5 Consultation 23/14 – question 5 (High-level contents)

1.103 In section 5.4 of Consultation 23/14, ComReg proposed that the information required by ComReg to be included in a Charter would consist of two categories of information; (1) ‘General’ information on providers policies and/or procedures relating to key aspects of customer service and (2) Specific commitments on the level of customer service a provider offers its customers. As regards any commitments offered it was proposed they would be framed as the level of customer service an individual customer can expect to receive in a given period (as set out in sub - options 2a and 2d of the draft RIA). At section 8.4.5 and 8.5.4 of the draft RIA of Consultation 23/14, ComReg considered options around the high-level nature of the content that could be included in the Charter and its potential impact on customers, industry and competition. ComReg then asked the following question:

*“Do you agree with the proposal that a Charter will contain both general information on providers’ customer service policies, and specific commitments as to the level of customer service an individual customer can expect to receive in a given period? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.5.1 Respondents’ views

1.104 Many of the respondents (Chambers Ireland, Prepay Power, Sky, Tesco, Virgin and Wiggin LLP) agreed in general with the proposal that the Charter contains both general information on customer service-related policies and specific commitments as to customer service levels customers can expect.

1.105 Vodafone submitted that, with regard to the general information as currently set out in the Code of Practice, ComReg should rationalise and revoke existing related decision instruments to provide a clear consolidated requirements list for industry and facilitate greater transparency for customers.

1.106 While considering that it is appropriate to improve the information available to customers on their provider’s customer service, one respondent (Imagine) disagreed with ComReg’s proposal to publish in a Charter specific commitment on the level of customer service. This respondent maintained that inclusion of specific commitments presumes that such improvements are required and economically justified.

1.107 eir considered that the level of information in a Charter which aims to cover all end-users will lead to customer confusion and overload. It was also of the view that the proposed phrasing of the commitments was restrictive and could not be applied across consumer groups or used by different ECS providers.

1.108 However, respondents largely focused on the way specific commitments were proposed to be implemented and not on whether inclusion of information on specific

commitments in a Charter is appropriate or justified.

- 1.109 Responses to Consultation 23/14 were mixed as to the nature of specific commitments.
- 1.110 Some respondents (in particular Three and eir) had concerns regarding the practicality of committing to service levels at an individual (100%) level, noting in addition that this type of commitment is not industry standard or practice. Three submitted it “believes that the proposed limitation of only offering voluntary commitments based on 100% targets is counter-productive and limits the ability for Service Providers to offer commitments in line with the maximum levels they feel they can achieve”.
- 1.111 Three added that ‘individualised’ commitments “are not currently commonplace in the market, Service Providers who decide to move to offer such individualised commitments will face issues of seasonality, variable demand, variable resourcing (e.g. during holiday periods) and may make commitments in good faith that will require the underlying support processes and operations to be refined over time in order to consistently meet them”.
- 1.112 Three also stated that while “ComReg did consider the topic of commitments which were not based on 100% targets it did so only partially. It failed to assess whether also allowing the inclusion of performance targets based on less than 100% would still allow for competitive differentiation to the benefit of end users.”
- 1.113 eir is of the view that averages rather than individual commitments should be used citing that such maximum commitments do “not allow for average use or for explanation of force majeure events which ultimately misleads consumers on customer service levels.”. eir also commented that if ComReg was to “ultimately set response times itself, it would have to take utmost account of (the) ETSI provision, referenced in the BEREC Guidelines detailing Quality of Service Parameters.”
- 1.114 eir added that “in light of ComReg’s obligation to take utmost account of BEREC guidelines, it should not be seeking to require operators to develop parameters for the speed with which (they) will resolve queries... when ETSI and BEREC have stated that it is too costly and difficult... to be able to measure the operators performance precisely... in order for an operator to be able to set a reliable and fair parameter.” eir finally noted that they consider this to be “unfair (and) disproportionate.
- 1.115 While some respondents were in favour of the use of ‘averages’ to specify commitments. eir and Tesco submitted that it is only appropriate to adopt ‘average service levels’ with one respondent stating that “Averages must be the starting point for specific commitments, with explanation in any required sentences that these are commitments on average and there are some circumstances over which providers

have no control over service such as during storms (and other force majeure events)". The respondent added that ComReg was proposing "to mislead consumers by specifying that such caveats should not be included".

- 1.116 Vodafone submitted that ComReg during the initial phase ought to permit individual and average service level commitments, to facilitate a more meaningful Charter for retail customers across the different services that an operator provides. Three and Prepay Power submitted that providers should have the flexibility in setting any commitments for its customers.

## 1.5.2 ComReg's response

- 1.117 For the reasons considered in Consultation 23/14 and in light of ComReg's analysis and response to question 1 and 2 above, ComReg maintains its preliminary view that inclusion of both general information and specific commitments in the Charter is necessary, appropriate, proportionate and justified taking account of the benefits for end-users. There is an identified lack of transparency of customer service quality in the market and a lack of existing commitments by providers. The focus of the proposed Charter form is on key information that customers need and to where there is greatest evidence of poor customer outcomes (see sample Charter in Chapter 2 of the Further Consultation and Draft Decision in this regard).
- 1.118 With respect to the inclusion of general information, ComReg had originally proposed that where providers already have published relevant information on their website, they could signpost to this information in the Charter with appropriate use of links to information, so the Charter acts as a 'one stop shop' and to help achieve the objectives, as set out in chapter 3 and section 8.2 of Consultation 23/14. ComReg notes that many of the respondents agreed that such information published in a Charter would improve the information available to customers on their provider's customer service, effectively as a "one stop shop".
- 1.119 With respect to the inclusion of specific commitments, ComReg notes that most respondents agreed with ComReg's proposal to introduce a Charter with provider-set commitments.<sup>15</sup> However, ComReg does not agree with one respondent's view that "inclusion of specific commitments presumes that such improvements are required and economically justified". As addressed in ComReg's response to question 1 and 2 above, ComReg's analysis of the necessity, appropriateness, proportionality and justification of a Charter in Consultation 23/14 and consulted upon remains valid. ComReg's proposal simply requires providers to state their Commitments in the Charter that they already have or align with existing business practices. Providers could choose to not make Commitments; in which case they must make an explicit using ComReg-specified wording.<sup>16</sup> It is noted that in a

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<sup>15</sup> See section 1.2 of Appendix C.

<sup>16</sup> See section 6.2 of Consultation 23/14.

competitive market, firms can choose to offer different combinations of price and quality. However, it is expected that providers of IAS and ICS would be incentivised to compete on any specific Commitment around customer service with the introduction of Charter requirements and deliver against those commitments.

1.120 Furthermore, in light of the analysis conducted in Consultation 23/14 and ComReg's response to question 1 and 2, mindful of the need to ensure transparency, comparability and ease of use for customers of information on customer service quality, ComReg maintains its preliminary view that a Relevant Service Provider should publish in its Charter information as to the levels of quality of service it offers for specified categories of customer services according to the ComReg specified form and articulate that offer as a Commitment in its Charter as to the levels of quality of service that its customers can expect to get.

1.121 However, with respect to expressing Commitments as to the level of customer service an individual customer can expect to receive as set out in Consultation 23/14, ComReg has revised its preliminary view regarding the content and form of commitments to be expressed in a Charter.<sup>17</sup> In summary, ComReg is allowing greater flexibility to providers in its revised proposals in terms of how they articulate their Commitments, and they are not required to offer Commitments at individual customer level.<sup>18</sup> Providers may offer Commitments as to the level of quality of service it offers (in respect of a specified category of customer service), using a range of different intervals. The quality of service is expressed as a percentage of that customer service the provider offers to deliver within a timeframe including their own timeframe, for each specified category of customer service.

1.122 ComReg has revised its preliminary view regarding the framing of Commitments, amongst other things, considering the following:

- Section 38 of the 2023 Act allows ComReg to specify the form, and the information to be included in a Charter so that information can be accessible and comparable.
- ComReg notes providers' submissions to Consultation 23/14 that commitments at the individual level are not an industry standard. Therefore, ComReg has revised its proposal to allow flexibility for providers to choose to offer Commitments that consumers can expect in line with their current model of customer service and business operations.
- In its analysis set out in Consultation 23/14, ComReg considered allowing flexibility for providers versus the comparability of Charters. ComReg

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<sup>17</sup> See ComReg's revised proposals in Chapter 1 and 2 of the Further Consultation and Draft Decision.

<sup>18</sup> ComReg has responded to submissions regarding the content of information to be included in a Charter, which is detailed below in ComReg's response to related questions.

considered that comparability is vital for the Charter objectives to be achieved. If providers are allowed complete flexibility to determine the levels of quality of service for Customer Services (i.e. Commitments), different providers will include different information, with different levels of detail which will be presented in different ways. This will make it very difficult for customers, or ComReg, to compare the customer service offering between providers. ComReg's approach gives providers further flexibility to articulate the levels of quality of service offered without compromising the transparency and comparability aim of a Charter.

- The revised proposal regarding the framing of Commitments also remains focused on creating one easily accessible and comparable information as to the levels of quality of service offered by providers, thereby enabling customers to make better, more informed choices and more effectively choose the provider who promises to deliver them the best overall service.

1.123 In light of the analysis conducted in Consultation 23/14, and having considered the views expressed, to have clear commitments set for a given period remains valid. This would support transparency and make it easier for customers to know the level of customer service their provider was aiming to achieve for a set period of time, which would give some certainty over what they can expect. In its analysis set out in Consultation 23/14, ComReg considered it was important that providers set Charter commitments for a given period and do not change them during that period, because providers would be more likely to be incentivised to compete (as they could revise their commitment either when they see their competitors' commitments, and/or if actual performance started diverging from their committed target). However, ComReg has revised its preliminary view in relation to the period for which Commitments are offered (the length of time a Commitment would be in place without being changed) and is further consulting on it<sup>19</sup>, and which is addressed below in ComReg's response to question 8.

1.124 ComReg notes the submission that the level of information in a Charter will lead to customer confusion and overload. ComReg notes that its proposed Charter form and content requirements are targeted at ensuring the availability in one place customer service quality information and promoting the clarity, comparability and accessibility of such information. That the Charter should be as short as possible, and clear for end-users to find relevant information that customers need in order to understand the level of customer service they can expect from their provider across customer service categories remains valid. Charters should be as clear and concise as is possible.<sup>20</sup> ComReg's revised proposals take account of submissions received that sought a

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<sup>19</sup> See ComReg's revised proposals in Chapter 1 and 2 of the Further Consultation and Draft Decision.

<sup>20</sup> ComReg's sample Charter, framed in respect of ComReg's specified form and language requirements, is illustrated in Chapter 2 of the Further Consultation and Draft Decision.

more focussed approach to transparency. ComReg has revised its preliminary view regarding Charter form and content requirements – and is further consulting on key elements of the Charter template (Schedule 1) as well as the content and form requirements for information to be included in the Charter which will help ensure that end-users benefit from a streamlined, short and easy to read Charter, as set out in the Further Consultation and Draft Decision and addressed below in ComReg’s response to questions 6,7 and 10-17.

- 1.125 Considering submissions received, ComReg has revised its preliminary view and now proposes that a Relevant Service Provider can make Commitments as to the level of quality of service it offers (in respect of a specified category of customer service) using a range of intervals.
- 1.126 ComReg notes the suggestion for an online dashboard that updates the ongoing progress on the commitments. At the present time, ComReg has no plans to publish such data in an online dashboard, though we may consider the potential for something along these lines in time.

## **1.6 Consultation 23/14 – question 6 (Overarching Charter form)**

- 1.127 In section 5.5 of Consultation 23/14, ComReg assessed the form of the customer Charter and proposed Relevant Service Providers should prepare and publish a Charter in accordance with a ComReg-specified template. At section 8.4.6 and 8.5.5 of the draft RIA of Consultation 23/14, ComReg considered options around the form of the Charter and its potential impact on customers, industry and competition. ComReg then asked the following question:

*“Do you agree with the proposal that providers must prepare, publish and keep updated a Charter in accordance with a ComReg-specified template? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### **1.6.1 Respondents’ views**

- 1.128 Many of the respondents (Chambers Ireland, CCPC, Sky, eir, Tesco, Prepay Power, Vodafone and Virgin) agreed in general to the use of a template for the Charter form.
- 1.129 However, Imagine disagreed with ComReg’s proposal submitting that “a common ‘charter’ again presumes (without evidence) that such charters can meaningfully be compared across technologies”. Imagine further added that a template for Charter form is not acceptable in advance of industry acceptance of the mechanisms to be used and to ensure technology neutrality. Another respondent submitted that the proposed template had not been developed in a way that includes inputs from consumers or providers.
- 1.130 Chambers Ireland submitted that, in addition to a ComReg-specified template (option

4), principles to guide Charter form (option 2) would offer providers direction and a foundation to base their Charter on.

1.131 While Vodafone acknowledged there should be some degree of consistency and that ComReg may set high level categories to facilitate this consistency to a point, it submitted the proposed ComReg specified template was too prescriptive. It stated that “an operator must be able to communicate with its customer in a manner that is consistent with its other customer communication and brand values.” Another respondent (Wiggin LLP) suggested more general requirements for smaller providers presenting charter content.

1.132 Furthermore, the National Disability Authority (NDA) submitted “The importance of a universally designed customer charter, which takes the needs of persons with disabilities into account cannot be overstated” and that NDA advises that any customer charter be developed in a manner which specifically and carefully considers the needs of persons with disabilities.”

1.133 Some respondents have concerns regarding the length of the Charter:

- Three noted that if the documents themselves are too long in the first instance, making the comparison easier, is not the same as making it easy. Three “believes that taken as a whole the breadth and depth of items that ComReg proposes to be included in the Charter run the risk that the Charter document becomes effectively unreadable due to its size and complexity.”
- The CCPC highlighted that the Charter should be as short as possible, focusing on key information that consumers need. This might help mitigate against ‘information overload’, where consumers are overwhelmed by the volume of information, and find it difficult to identify salient differences between offers, and help consumers choose the best service provider for their needs.
- Vodafone noted the crossover in detail with its existing Code of Practice and terms and conditions. It requested “a one stop shop of ComReg obligations as opposed to multiple different (yet similar) regulatory instruments.”

1.134 The comments of the other respondents largely focus on the proposed content and form requirements of the draft ComReg-specified template. The following summarises the issues cited:

- Providers should be able to innovate and use their own design where they choose to do so. A respondent (Virgin Media) submitted for example, that in addition to the proposed specified introduction text, an option to include an initial brief free style short segment would enhance the introductory section of the Charter. Virgin Media is of the view that this is important as it gives Providers

the opportunity to convey relevant information about the business, its commitment to its customers and underpins the work purpose objective as an overview.

- Inclusion of additional informational details to create awareness around time sensitivity and information being subject to change, and why a commitment may not be given. eir considers that a charter template should include a sentence that makes it clear to consumers that the information applies only to the time period specified and is subject to change, if providers decide to make changes. eir is of the view that ComReg has not included this information, the absence of which may mislead and confuse consumers.
- Inclusion of relevant compensation information noting an unintended consequence of a 'one-size-fits-all' approach to compensation. A respondent (eir) disagreed with inclusion of information relating to compensation in a Charter stating that "it does not think it is useful to make commitments to compensation in general documents, as this specificity may create confusion as to the right to compensation. It may have the unintended consequence of a 'one-size-fits-all' approach to compensation when the reality is that a more appropriate and fair approach for consumers is that which occurs presently, namely for any compensation provided to be assessed based on the specific circumstances of their customer service issue."
- Inclusion of information around disconnection noting that it can lead to duplication of information and can be subject to contractual agreements. eir, Tesco Mobile and Three noted that they already provide information to customers around disconnections, whether it be in the terms of a contract or general online information. In effect, some respondents believe its inclusion in the Charter would amount to duplication of information and further information overload. Furthermore, eir also noted that "for business or not-for-profit customers, procedures concerning disconnection and non-payment may be subject to contractual agreements which contain standard commercial confidentiality clauses, so this is not possible to disclose." Tesco Mobile "contend that operators already work closely with their customers who may have difficulty paying their bills so to ensure they remain connected if facing financial difficulty. However, operators' goodwill can also be open and subject to abuse, hence the need to allow operators to protect themselves from abuse and work with their customers without having to be too prescriptive on a charter."

- Inclusion of information around switching highlighting a potential for duplication. Tesco Mobile agreed “with the overall concept of publishing a Charter that makes available information around every aspect of the customer service, including switching and customer supports that are available.” However, they went on to state that “where information is already available and or required to be available to customers,” duplication should be avoided “where possible and just refer customers to where this information can be found by providing direct links to the applicable information.” Similarly, eir stated that “several of the proposed Charter provisions mandate the publication of information in the customer charter in relation to switching, where obligations already exist pursuant to Article 102 of the Code, to provide this information in their consumer contracts.”
- Inclusion of information around billing and refunds, noting that these matters are addressed by raising a query. Tesco Mobile highlighted that “there should be no duplication of information already required to be published,” and that “where a service provider already provides helpful information to its customers about how they can raise a query regarding their bill and/or charges and how they can manage their spend and receive refunds if due, that this information should also not be duplicated, and customers should just be directed to same.” eir stated that “ComReg should not include specific information regarding the response to queries from the day the query is received, as some refund requests may be more complicated. Instead, providers should be able to formulate this sentence and focus more on the time period within which consumers will be issued their refund if relevant.” eir submitted the suggested sentences offered unnecessary procedural information when all customers want to know is “when their query will be resolved and when their refund will be issued.”
- Inclusion of the “name of service(s)” in the template is questioned and the submission that a template needs to take all products in the market into account. For instance, Prepay Power, as a prepayment provider, noted that they do not furnish customers with bills.

## 1.6.2 ComReg response

- 1.135 ComReg notes that many of the respondents (Chambers Ireland, CCPC, Sky, eir, Tesco, Prepay Power, Vodafone and Virgin) agreed with the proposals. Many respondents acknowledged that a Charter developed in line with a Charter template will promote consistency and comparability across the industry and make it easier for customers to locate and understand the Charter. In addition, many respondents agreed that it would allow end-users to easily compare information on customer service quality and in general and help them choose the best service provider for their needs. One respondent noted that this will ensure that customers can make informed decisions about the services they choose to use and promote “healthy

competition across the industry in relation to customer service.”

- 1.136 On the basis of the analysis set out in Consultation 23/14 and having considered the submissions received on this issue and taking into account the views expressed, whilst also having regard to the draft RIA analysis<sup>21</sup>, ComReg is maintaining its preliminary view that it is necessary, appropriate, proportionate and justified that Relevant Service Providers would be required to provide a Charter in accordance with the Charter Template (Schedule 1) (that Relevant Service Providers would fill in according to ComReg specified instructions (Schedule 2) and using ComReg’s defined metrics). ComReg is furthermore maintaining its preliminary view that the ComReg-specified template for the Charter will follow a specified form of requirements including the heading “Customer Charter”, introductory sentences, mandatory sections and an optional eighth section.
- 1.137 A Charter developed in line with a Charter template is in line with the principles, outlined in paragraph 5.27 of Consultation 23/14, i.e. that the Charter is comparable, easy to locate and understand, clear, transparent and comprehensible, that the objectives of the Charter are met, and end-users are protected. It is most appropriate for all providers’ Charters to follow content and form requirements for Charter content and not allow providers complete flexibility to determine Charter form. This is consistent with the policy aims of section 38(2)(a) of the 2023 Act which allows ComReg to specify a Charter form, and the information required to be included. It allows providers flexibility within a template to tailor content and formatting to their brand and policies.
- 1.138 However, having considered submissions made, and having taken into account the views expressed, ComReg is proposing some changes to the key elements of the Charter template in addition to content and form requirements set out in the Further Consultation and Draft Decision. ComReg’s expectations for what a Charter should look like, consisting of the proposed Charter template; and proposed requirements on how a Relevant Service Provider would complete the Charter template, is illustrated in the sample Charter at Chapter 2 of the Further Consultation and Draft Decision.
- 1.139 ComReg has revised its preliminary view regarding key elements of the Charter template, amongst other things, considering the following:
- Submissions from respondents that ComReg’s proposals for a Charter would not achieve aims of transparency and user friendliness and length and repetition of existing information would lead to a long, complex Charter and information overload for customers.

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<sup>21</sup> As set out in chapter 8 of Consultation 23/14 and Appendix B of the Further Consultation and Draft Decision.

- That the Charter should be as concise as possible ensuring the availability in one place to get easily accessible and comparable information on Commitments (if any) and general information more usually available to customers on contacting customer care and about a provider's policies in respect of customer service, thereby facilitating transparency and comparability of information on the levels of quality of service offered. Therefore, information on Commitments offered are now proposed to be included at the top of the Charter, giving that information prominence. Charter sections containing general information, for example, about a provider's policies in respect of customer service would follow on. ComReg considers that its revised ordering of the Charter sections remains focused on ensuring that the Charter is clear, transparent and comprehensible – so customers can easily navigate and understand the content.
- The focus of the proposed Charter form is on key information that customers need and to where there is greatest evidence of poor customer outcomes. For instance, at this stage ComReg notes the lower overall levels of issues (queries and complaints) it currently receives regarding disconnection due to non-payment of bills compared to matters arising relating to other areas of customer service. Therefore, ComReg is proposing not to include some sections, such as, disconnections due to non-payment of bills, while including information on other sections such as accessibility. To ensure customers receive relevant information and in the form ComReg believes is important to achieve the objectives of transparency and comparability of information, ComReg proposes to remove the information requirement around general information on connections or bills/charges and focus on information around Commitment(s) offered in respect of connecting a new service<sup>22</sup> and refunds due<sup>23</sup>.
- ComReg proposes the inclusion of a Compensation section. ComReg took into account its 2024 Decision on Switching and Number Portability – End-User Compensation as providers now have new compensation obligations with respect to specified failures relating to switching and porting<sup>24</sup> including, the obligation on providers to prepare and publish a compensation scheme. Furthermore, to accommodate any voluntary compensation offered by providers in relation to the Charter Commitments (if any), ComReg considered that this section would allow customers to see all compensation information in one location in the Charter. Where a Relevant Service Provider does not offer compensation for any of the customer service expectations (i.e.,

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<sup>22</sup> See ComReg's response to question 12 in Appendix C.

<sup>23</sup> See ComReg's response to question 13 in Appendix C.

<sup>24</sup> Pursuant to ComReg's Decision D01/24 ("D01/24") [ComReg-2401.pdf](#). ComReg is currently consulting on end-user compensation for Missed and Delayed Service and Installation Appointments (MDSIA) [ComReg-2489.pdf](#).

Commitments), ComReg is proposing to include a specific sentence in ComReg specified wording. This information can support customers in making an informed choice about whether a given provider could meet their needs or not. The specification of the form and content requirements for the information within this section is set out in the Further Consultation and Draft Decision.

- ComReg proposes to include an Accessibility section in the Charter. ComReg considers accessibility as a key aspect of customer service. ComReg has taken into account ComReg Decision D06/15<sup>25</sup> which specifies that providers must supply Accessibility Statements for end-users with disabilities and other measures to ensure equivalence of access and choice of ECS and related information under ComReg Decision D04/14.<sup>26</sup> ComReg also notes a respondent's view highlighting the importance of a universally designed customer charter, which takes the needs of persons with disabilities into account.<sup>27</sup> An additional category on accessibility would allow providers to include any relevant information around accessibility measures under this new customer service category. It would help to ensure that all end-users including those with disabilities can effectively engage with their provider throughout their customer journey. The specification of the form and content requirements for the information within this section is set out in the Further Consultation and Draft Decision.
- ComReg is proposing to rename 'Billing and Refunds' to 'When you are due a Refund'. This is primarily because billing issues are generally dealt with through Consumer Care or Complaint Handling.<sup>28</sup>
- ComReg proposes not to include a section on "Switching" noting that Providers of IAS or number-based ICS ("NBICS") are currently required to comply with Regulation 90 of the ECC Regulations in the case of switching and/or number portability.<sup>29</sup> However, compensation for switching and porting would be included in the Compensation section.

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<sup>25</sup> ComReg Decision D06/15, Measures for disabled end-users Requirement for an Accessibility Statement. [ComReg1598.pdf](#)

<sup>26</sup> ComReg Decision 04/14 in relation to Electronic Communications Measures to Ensure Equivalence of Access, specified pursuant to ComReg's powers under Regulation 15 of the Universal Service Regulations 2011. [Electronic Communications:- Proposed Measures to ensure equivalence in Access and Choice for Disabled End-Users](#)

<sup>27</sup> ComReg notes NDA's view on Accessible Information in ComReg 25/04 highlighting that a Universal Design approach to digital environments recommends that they are designed to accommodate usability by all individuals. NDA further emphasises that accessibility should not be limited solely to the specific sections of the website containing disability-related information. Instead, all customer-focused information across the platform should also be made accessible. ComReg also notes NDA's comments stating "as with all end-users, persons with disabilities have a right to access information relevant to the products and services they wish to purchase or have purchased. See ComReg Document Number 25/04 entitled '[Information Notice - Accessibility of Electronic Communications Services](#)'.

<sup>28</sup> See ComReg's response to question 13 in Appendix C.

<sup>29</sup> See ComReg's response to question 16 in Appendix C.

**Stakeholder inputs on mechanisms to implement the Charter in advance**

- 1.140 ComReg does not agree with one respondent's view that a template for Charter form is not acceptable in advance of industry acceptance of the mechanisms to be used. ComReg has, through the consultation process (as opposed to workshops), elicited feedback from all stakeholders (including Relevant Service Providers) on Charter form and content (the proposed ComReg specified template and instructions for completing the template). Consultation 23/14 clearly set out ComReg's preliminary views as to its proposed approach and rationale on the various aspects of implementation of Charter. ComReg notes that the respondents did not put forward any details as to why it would be appropriate and necessary to have advanced industry acceptance of the mechanisms to implement the Charter. However, having taken account of the submissions received and considered the matter further, ComReg has revised its preliminary view as to specification of content and form aspects (including the proposed specification of the ComReg-specified template and requirements for completing the template) in the Further Consultation and Draft Decision.
- 1.141 As regards end-users' perspectives, once Charters are published end-users will have the opportunity to access and understand what the Charter is, and what they can use it for.

**Prescriptive requirements versus own design/flexibility**

- 1.142 Responses to Consultation 23/14 around the issue of prescriptiveness was mixed. Many of the respondents (Chambers Ireland, CCPC, Sky, eir, Tesco, Prepay Power, Vodafone and Virgin) agreed it appropriate to follow a ComReg-specified template which set out the sections in relation to categories of customers services within which Charter content would be provided. Vodafone acknowledged there should be some degree of consistency and that ComReg may set high level categories to facilitate this consistency to a point, however, it also submitted the proposed ComReg specified template was too prescriptive.
- 1.143 In light of the analysis conducted, and having considered the views expressed, ComReg maintains the preliminary view that it is not appropriate to allow providers complete flexibility to determine Charter form, and they should follow a template. In the draft RIA<sup>30</sup>, ComReg considered the relative importance of flexibility for providers versus comparability of Charters. ComReg considered that comparability is vital for the Charter objectives to be achieved. If providers are allowed complete flexibility to determine Charter form, and presentation of this content, providers are likely to

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<sup>30</sup> As set out in chapter 8 of Consultation 23/14 and Appendix B of the Further Consultation and Draft Decision.

include different information, with different levels of detail, presented in different ways. This will make it very difficult for customers – or ComReg (in the context of reviewing the Charter measures) – to compare a Charter without ComReg specified form and information requirements. It will be much harder to create transparency and incentivise greater competition on customer service standards. ComReg considers that the prescriptive wording is necessary as it is the clearest way of ensuring providers understand ComReg’s expectations for Charter form. ComReg considers its approach strikes a balance between flexibility for providers and comparability of Charters.

1.144 ComReg’s approach affords providers autonomy to publish Charters within ComReg-specified parameters, but with customisations such as:

- The inclusion of the provider’s logo.
- The presentation of existing information (policies and procedures in place) under the general information categories of compensation, accessibility, complaint handling.
- By enabling providers to state their own service level expectations within a range of timeframes or their own timeframe.
- Relevant Service Providers may include any other key information about their customer service, should they choose to convey specific and relevant information about their business using the optional ‘Any Other Information’ section. In this context, ComReg’s approach in Consultation 23/14 aimed to afford providers flexibility (within the proposed draft ComReg-specified template) in tailoring their Charter content and formatting to their ways of operating and business proposition.

1.145 ComReg’s approach to provider-set levels of customer service in Consultation 23/14 aimed to allow providers opportunity to determine Charter content that works with their customer service models and ways of operating - within the parameters defined by ComReg. Indeed, ComReg revised preliminary views proposes providers further flexibility with regards to the content and form of the Charter content by enabling providers to state their own service level expectations within a range, as set out in the Further Consultation and Draft Decision and also addressed at question 5 above.

1.146 Consultation 23/14 proposed a draft Charter template which included a placeholder for the “name of service(s)” above the introductory text. This is because the service or brand name of the electronic communications service(s) offered may be relevant information to indicate in a Charter, as set out in the draft instructions for completing the Charter template. In general, Charters are largely global charters (e.g., under the brand) and apply globally to the service providers’ services. However, possibly a

scenario may arise where a provider may exceptionally choose to develop and publish a specific Charter consisting of customer service information - general information or commitments - relevant to a particular service (or possible service brand name). In those circumstances, it would be expected that a Relevant Service Provider would make this transparent for customers. This is useful for a customer to know and can support customers in making an informed choice about whether a given provider could meet their needs or not.

- 1.147 To clarify, ComReg does not require Relevant Service Providers to provide a specific Charter for each service. ComReg understands that providers do not in general segment their customer base on a service basis. Therefore, it is envisaged that Charters are global charters unless a provider chooses to make their Charter specific to a service (or brand name) of the ECS service(s) offered.
- 1.148 ComReg notes a respondent's view that customers will be confused and misled by the absence of a sentence to indicate that the Charter information and specific commitments offered apply only to a specified period and is subject to change. ComReg has revised its proposal to include the date as the relevant quarter and year applicable to the Charter version (in the format QQ-YYYY), and is now proposing the inclusion of the date as the effective date of publication (on the first day of the quarter in which the Charter takes effect (in the format DD-MM-YYYY, as set out in the Charter Template).<sup>31</sup> ComReg's proposal allows the Charter to remain effective from the specified date until such time that a provider publishes an updated version. This approach minimises the need for providers to revise the date on the Charter when there are no changes to the information it contains.<sup>32</sup> It would also help to ensure end-users are informed of the period the Charter relates to.
- 1.149 In Consultation 23/14, ComReg proposed Relevant Service Providers should not attach conditions or caveats to commitments that would act as a possible barrier to a customer being clear on the commitment, or that would make the commitment incomparable or ineffective.
- 1.150 As set out in the Further Consultation and Draft Decision, ComReg has revised the wording to be used where Relevant Service Providers choose not to offer any Commitments. In addition, where a Relevant Service Provider's proposition may target specific groups of customers through targeted sales and support channels and, not offer a contact channel (for example, a provider may offer online only sales and customer support services through webform, webchat and e-mail, with no phone

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<sup>31</sup> Schedule 1 of Appendix A.

<sup>32</sup> As set out in section 5.6.2 of Consultation 23/14, in order to allow flexibility for providers to offer Charter commitments, and in a way that best works for their business model, where a Relevant Service Provider may wish to update its Charter after publication (of the initial Charter), ComReg proposed to allow, but not require, providers to update Charters each quarter. A provider could therefore choose to set commitments in their initial Charter that do not change for the following quarter(s), meaning that they would not need to update the Charter every quarter.

support), it is ComReg's preliminary view that a Relevant Service would make that clear to customers, in accordance with the proposed specified requirement for completing the template in Schedule 2.

- 1.151 Similarly, where a Relevant Service Provider does not offer services through fixed or fixed wireless access technologies that require installation and activation of fibre, ADSL or mobile broadband equipment, it may delete the Charter section "Connecting a new service" in accordance the proposed specified requirement for completing the template in Schedule 2.

### **Necessity for a data dictionary or reporting requirements**

- 1.152 ComReg maintains its preliminary view that requirements on a Relevant Service Provider to use a Data Dictionary and Reporting Template when measuring and reporting their performance against standards in the Charter are necessary, appropriate and proportionate for the reasons set out in Consultation 23/14 which remain valid.<sup>33</sup> ComReg maintains the preliminary view that monitoring and evaluating Charter implementation ensures the Charter objectives of transparency around quality of customer service are met where customers are aware of the customer service Commitments offered by their service provider. In that context, ComReg maintains its preliminary views that a Relevant Service Provider should be required to use the proposed data dictionary and reporting template when choosing to specify Charter Commitments, monitor actual performance achieved as against Charter Commitments offered and report this to ComReg on a quarterly basis, using reporting requirements of Schedule 3. However, in light of respondent submissions to Consultation 23/14, ComReg has decided to also revise aspects of the Data Dictionary and Reporting to reflect the changes made to both the Charter Template (Schedule 1) and the requirements for completing that template (Schedule 2).

## **1.7 Consultation 23/14 – question 7 (requirements for completing a Charter template)**

- 1.153 In Consultation 23/14, ComReg proposed that Relevant Service Providers use the ComReg-specified template (detailed in Schedule 1) plus other additional form requirements (including formatting requirements, such as portrait presentation, font size, distinguishable headings and understandable language) as the basis on which to provide their Charter. The ComReg-specified template proposed the overarching form and elements that providers must include in their Charter. ComReg proposed requirements on how providers would complete the template, as set out in Schedule 2 of Consultation 23/14. ComReg then asked the following question:

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<sup>33</sup> See ComReg's analysis in Consultation 23/14, section 7.4.

*“Do you agree with the proposed form requirements for completing a Charter template? If yes, please explain why and, if no, please provide specific alternative suggestions”.*

### 1.7.1 Respondents' views

1.154 Responses to the Consultation were mixed in respect of the originally proposed form requirements for Charters. A number of respondents (Sky, Virgin Media, Prepay Power, CCPC, Chambers Ireland) agreed in general with the proposed requirements for completing a Charter template. However, respondents such as eir and Imagine disagreed. Imagine submitted that their preference regarding form requirements was option 1 (i.e., do not specify form requirements). The following are the key issues raised by respondents summarised.

#### **The document and sections are too prescriptive**

1.155 Some respondents submitted that the overall document format is too prescriptive in terms of the detail that must go into each Charter template section.

1.156 Virgin Media, while agreeing “in principle with the Charter format specifications suggestions”, submitted that the format specification template should act more as a reference guide and stated that “as long as the Charter contains the relevant information, providers should be able to adapt the design of the Charter in such a way that delivers content most appropriately for its customers.”

1.157 Vodafone submitted that it should be able to talk to its customers through a Charter and in a manner consistent with all its other communications, stating that it “is not appropriate for the Regulator to intervene at a level where it is writing an operator’s customer communications”. Vodafone referenced paragraph 5.30 of Consultation 23/14 which is concerned with five introductory sentences at the beginning of the Charter aimed at ensuring that the Charter does not become a marketing tool for providers. Vodafone is of the view that “this statement is very surprising as it contradicts the ComReg objective to drive competition through the Charter project.” Vodafone continued “Why would an operator not market its customer service to its customers?” and made the assumption that ComReg’s rationale was to ensure the Charter does not become a “sales booklet”. Overall, Vodafone was of the view that ComReg’s (introductory text) proposal should not prevent it from promoting its “customer service proposition in its own way as part of its Charter.”

1.158 eir stated that it “disagrees that providers cannot change the words and should have flexibility in communicating with their consumers on their unique offerings in their own brand style.” eir also submitted that ComReg’s proposal to offer flexibility by not limiting the length of the Charter meant that it was not complying with European Commission principles and pointed to the contract summary regulation which specifies that “the contract summary should not, unless duly justified, exceed one A4

page to facilitate easy reading.”

1.159 Three submitted that “the template should be modified to allow alternative commitments to be expressed, albeit that where the individualised commitment is not offered this should be stated.”

1.160 A number of respondents commented on form and formatting requirements for a Charter summarised as follows:

### **One-Click Access**

1.161 Many respondents agreed with the proposal to provide one-click access to the Charter from the website homepage and agreed that the content text is as concise as possible and is easy for customers to read and understand.

1.162 Vodafone submitted that the Charter should be merged with the Code of Practice to ensure customers have all the information they require in one location.

### **Accessibility**

1.163 The CCPC submitted that the Charter should be written in plain English, that it should be made accessible to all end-users following relevant guidelines, and the Charter should be as short as possible, focusing on key information that end-users need.

1.164 eir contended, in terms of specific commitments offered, that some of the sentences proposed do not meet plain language requirements as they are too complex or too long.

1.165 ComReg also notes comments from the National Disability Authority regarding the Charter template’s accessibility.

### **Clarification**

1.166 Three referred to an ‘ambiguity’ regarding the level of detail that must be provided to meet the publication obligations, in respect of mandatory elements. It believes that “the lack of specific guidance on the level of detail required or its layout or structure undermines the effectiveness of the template in facilitating comparison between documents.

1.167 Chambers Ireland stated that “ComReg needs to clearly outline what policies in a given area are mandatory for services to be provided and what are flexible for the providers to choose”. This should be made explicit in the Charter for the customers to see.

### **Inclusion of information relating to compensation**

1.168 Tesco Mobile and Imagine questioned whether the inclusion of relevant

compensation information in a Charter was necessary or appropriate. Tesco Mobile submitted that a statement around compensation could be open to potential abuse and a balance must be struck between giving customers “the information they need to make informed decisions and advising of their rights should they not accept the resolution and or compensation proposed.” Tesco also stated that since customers can raise disputes with ComReg or the small claims court, the compensation information requirement is unnecessary and “possibly goes beyond ComReg’s remit in relation to protecting consumers.”

- 1.169 Imagine, referring to paragraph 5.33 of Consultation 23/14 submitted that it did not believe a compensation schedule was appropriate in “a generic format like a customer charter, particularly when certain technologies are reliant on the service of third-party providers.”

## 1.7.2 ComReg response

- 1.170 ComReg notes respondents’ submissions that the proposed Charter form requirements are too prescriptive in terms of the detail proposed for each Charter section, the preference for more flexibility on how a provider may design and market the Charter to customers, including the communication of specific commitments and the articulation of alternative commitments.

### **The document and sections are too prescriptive**

- 1.171 Section 38(2)(a) of the 2023 Act provides for ComReg to specify “the form of a customer charter”. On this basis and on the basis of the analysis set out in Consultation 23/14 and ComReg’s responses to questions 1-6 above, ComReg is maintaining its preliminary view that a Charter should follow specified form requirements in order to ensure it meets principles of comparability between providers, is easy for customers to locate, understand and know what it can be used for, and that a Charter is clear, transparent and comprehensible. In turn, these principles outlined in paragraph 5.27 of Consultation 23/14 ensure that the Charter objectives of transparency in information on providers’ customer service and driving improvements in customer service levels across the market. ComReg remains of the preliminary view that having a Charter template that Relevant Service Providers would fill in according to ComReg-specified content and form requirements, using ComReg defined metrics<sup>34</sup> is the approach most likely to ensure consistency and comparability.
- 1.172 ComReg has however revised its preliminary view and is consulting further on (i) the high-level Charter contents (see response to Question 5 above) and (ii) the proposed changes to the Charter template<sup>35</sup> (Schedule 1) (see response to Question 6 above);

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<sup>34</sup> Pursuant to Schedule 3, Appendix A.

<sup>35</sup> Pursuant to Schedule 1, Appendix A.

and in addition having considered submissions made, and having taken into account the views expressed, ComReg has decided to make adjustments to the proposed specified requirements for completing the Charter template. ComReg's proposals are set out in detail at Appendix A, Schedules 1 and 2 to this Further Consultation and Draft Decision.

- 1.173 ComReg's reasons for the proposed revisions to Appendix A – Schedule 1 and Schedule 2 are primarily driven from the changes that it proposes to make to the high-level Charter content and form.
- 1.174 ComReg makes these proposed changes primarily, in light of comments received in response to Consultation 23/14. For example, ComReg has revised its preliminary view with respect to individual Commitment levels and so in order to clearly instruct providers on how they are required to complete the tables of intervals, ComReg has revised the original requirements for Appendix A – Schedule 2. ComReg's revised preliminary view aims to give Relevant Service Providers further flexibility to articulate levels of quality of service across a range of different timeframe intervals including their own timeframe, in line with their business model.
- 1.175 ComReg is proposing to alter the prescribed wording in order to account for the changes to form and content already set out, although ComReg remains of the preliminary view that prescribed wording is necessary mindful of transparency and comparability of Charters for customers and end-users.

### **Marketing**

- 1.176 A Charter is a new regulatory requirement (and not a marketing message), and when notifying customers this should be clearly indicated by using the heading "Customer Charter" at the top. To ensure the transparency objective of the Charter is delivered, it would be beneficial for end-users that marketing material is separate to and not within the Charter. This may help avoid a risk of 'information overload', where end-users are overwhelmed by the volume of information, and find it difficult to identify key information customers need about a provider's levels of quality of service. A Relevant Service Provider should ensure that a Charter meets certain principles in relation to customer understanding but does not become a marketing tool used by providers. This does not preclude providers from marketing their Charter. ComReg's approach allows providers the opportunity, amongst other things, to highlight Commitments (if any). It is expected providers of IAS and number-based ICS would be incentivised to compete on any Commitment with the introduction of Charter requirements and deliver against those Commitments offered.

### **Charter length**

- 1.177 In Consultation 23/14, ComReg did not propose to limit the length of a Charter to a specific number of pages, it would be challenging to determine a specific page limit

that would be appropriate to apply. Instead, it offered providers the flexibility to include content relevant to their own policies and procedures across customer service categories. However, ComReg considered the Charter should be as short as possible, focussing on key information that customers need to understand the level of customer service quality they can expect to get from their provider.

- 1.178 To support this, ComReg has revised its preliminary view in relation to the proposed specification of key form elements (overarching form) of the Charter where sections which contain information on Commitments offered is brought to the top of the Charter, giving that information prominence. Charter sections containing general information about a provider's policies in respect of customer service would follow after.
- 1.179 ComReg has also revised its view with regards to content and form requirements for each section within the Charter, in particular the removal of general information (in Charter sections 1-4) in favour of reframed Commitments. The specific customer service Commitments proposed to be required in these areas should be prominent and easy for customers to identify among the other information.
- 1.180 Section 38 (2)(a) of the 2023 Act provisions allow ComReg to specify “the form of a customer charter”. ComReg set out in Consultation 23/14 (at paragraph 5.27) the underlying principles as regards the form requirements of a Charter which remain valid to deliver the objective of a Charter to the benefit of end-users.

### **Clarification**

- 1.181 ComReg does not agree that there was a lack of specific guidance for providers on level of detail required or its layout or structure. ComReg's approach in Consultation 23/14 gave providers a direction and a foundation to base their Charter on (i.e., a Charter within parameters proposed by ComReg).
- 1.182 In Consultation 23/14, ComReg set out that a Customer Charter would follow a Customer Charter template<sup>36</sup> and other form requirements indicating how a Relevant Service Provider would complete the Charter template.<sup>37</sup> Consultation 23/14 set out that a Charter would follow specific requirements (in terms of the Charter order and structure including sections to be used, the sequencing of information and the size, font and presentation of the text). Therefore, ComReg does not agree that ComReg's approach in Consultation 23/14 undermined the effectiveness of the template in facilitating transparency and comparability of Charters. ComReg remains of the

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<sup>36</sup> Pursuant to Schedule 1 at Appendix 1 of Consultation 23/14 and, according to requirements proposed to be specified for completing that template within Schedules 2 and 3 at Appendix 1.

<sup>37</sup> In accordance with requirements specified by ComReg for completing that template within Schedules 2 and 3 at Appendix 1 of Consultation 23/14.

preliminary view that having a template Charter form with a common structure and format (which sets out the overarching form and key elements of a Charter) would ensure that end-user would benefit from a Charter that is easy to read, understand and compare.

### **Inclusion of information relating to compensation**

- 1.183 ComReg has addressed the inclusion of information relating to compensation in its response in to question 6 above. In summary, ComReg has revised its preliminary view and proposes to bring together information relating any Charter Commitment compensation (if offered) and information relating to any mandatory compensation offered under the new heading “Compensation”, section 5 in the revised Charter template.

## **1.8 Consultation 23/14 – question 8 (Publishing and updating)**

- 1.184 In section 5.6 of Consultation 23/14 (and following 8.4.7 of the draft RIA of Consultation 23/14), ComReg proposed various aspects relating to a Charter publication and updating. This included: an implementation period of three months for providers to prepare and publish a Charter, the frequency of publication and updates. ComReg proposed to adopt Option 2: Monthly commitments and quarterly updates. In addition, ComReg proposed to allow, but not require, Relevant Service Providers to update the Charter each quarter, i.e. on the first working day of each calendar quarter. ComReg then asked the following question:

*“Do you agree with the proposal that providers publish an initial Charter on their website on 2 October 2023, containing monthly Charter commitments, and are allowed to update the Charter each quarter thereafter? Please provide reasons for your answers.”*

### **1.8.1 Respondents’ views**

- 1.185 Responses to the Consultation were mixed and focused on a number of aspects which are summarised as follows:

#### **Publication**

- 1.186 Many of the respondents (Prepay Power, Virgin Media, Tesco, Sky) agreed in general that providers publish the Charter in a prominent location on their website. As regards all service providers’ Charters publishing on the same date, Sky agreed with the proposal, while Imagine and Vodafone considered this proposal to be unrealistic or unnecessary.

#### **Implementation period to prepare and publish a Charter**

- 1.187 Responses to Consultation 23/14 were mixed about the proposed lead time to

prepare and publish their Charter – i.e., three months from the date of ComReg’s decision. Chambers Ireland, Virgin Media considered that the proposed lead time was adequate. Other respondents suggested setting a publication date that afforded providers more time to prepare and publish their Charters. Reasons put forward for the delay included consideration of the level of change required in internal provider processes, engineering work to enable monitoring of commitments, technical development, regulatory workloads concerned with other pending ComReg regulatory requirements and upcoming proposals, consideration of provider input into the Charter template, the development of the Charter content, governance sign offs and website changes. Prepay Power, Wiggin LLP and Vodafone suggested various implementation timeframes ranging from 6 to 12 months from the date of a ComReg final decision.

- 1.188 Virgin Media submitted that “the timeframes set for delivering reporting [were] too short [and] a longer lead in time is needed”. It submitted that the Customer Charter Data Dictionary and Reporting Template (Schedule 3), once finalised would require IT development in order to produce reports. It put forward a timeframe of at least nine months from ComReg’s decision to facilitate building and planning the reporting piece.

### **Commitment period**

- 1.189 Vodafone requested clarification as to what ComReg means by a ‘monthly commitment’, while eir submitted that ComReg had failed to clarify whether the commitments were monthly or quarterly. eir also stated it needed clarity from ComReg on the reporting requirement in order to make a proper assessment. It wasn’t clear from the instructions (provided in Schedule 2) how to express monthly commitments to customers in the proposed Charter template and the proposed sentences created ambiguity for consumers on whether the commitments were monthly or quarterly. In addition, reference to the quarter is mentioned in the corner of the template.
- 1.190 eir continued “the proposal for monthly or quarterly commitments is too detailed and of little use to consumers. Customer service levels do not change month-to-month or quarterly; any change in delivery performance can be due to events outside of providers control such as storms or power failures, or a pandemic. There is little incentive for providers to change commitments every month as this will lead to bigger workloads with little return... If averages are used there would be no need to make largely useless monthly commitments.”

### **Flexibility when updating a Charter**

- 1.191 Many of the respondents (Tesco, Sky, Vodafone, Virgin Media, eir) agreed in general that providers should have flexibility to determine whether to update customer service commitments offered themselves. However, responses to Consultation 23/14 were

mixed about the Consultation proposal where if providers choose to update their Charter, they would be permitted to do so at the start of each quarter (i.e., to publish an updated Charter on their website each quarter, on the first business day of the relevant quarter). Sky and Vodafone agreed with the proposal, while Virgin Media and Tesco Mobile suggested that providers should be able to update the Charter when they wish.

- 1.192 Imagine was of the view that Option 5 (annual commitments and annual updates) was more appropriate, submitting that monthly on-going updates is unnecessary and place an overhead/burden on operators, particularly smaller operators. It also stated it affords no benefits to the customer. Chambers Ireland, however, considered that option 2 was the most suitable approach, being “achievable as well adequately frequent.”

### **Charters updates and contractual information**

- 1.193 In this context eir looked for clarification on whether a change (update of commitment) to the Charter might impact on consumer rights. It submitted that there “is currently a lack of clarity in the consultation as to the proposed contractual status of the Charter, as the decision instrument is silent on the issue, where the consultation suggests that the Charter will constitute part of the pre-contractual information provided to consumers and will also constitute a ‘Code of Practice’ within the meaning of the Consumer Protection Act 2022.”
- 1.194 eir also looked for clarification on the proposal that the Charter compromise part of the pre-contractual information given. It submitted that the ‘knock on’ effect of this would be that the Charter would then form part of the customer’s contract. This meant Regulation 89 of the ECC Regulations (formerly Regulation 14) may apply where an update to the Charter risks constituting a ‘change’ to all customer contracts, which in turn triggers a customer’s right to exit their contract. eir asked for clarification that the Charter is not being incorporated into the customer’s contract.

## **1.8.2 ComReg response**

### **Commitment period**

- 1.195 Having considered submissions made, and having taken into account the views expressed, ComReg has revised its preliminary view in respect of the Commitment period. It is ComReg’s revised preliminary view that the Commitment period is set for a longer timeframe i.e., one quarter. Accordingly, ComReg’s proposal is to move to option 3 (quarterly Commitments and quarterly updates).<sup>38</sup>
- 1.196 With respect to the duration for which Commitments are set and the frequency of

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<sup>38</sup> As set out in section 5.6.2 of Consultation 23/14 and following 8.4.7 of the draft RIA.

Charter updates, ComReg considered, amongst other things in Consultation 23/14, that flexibility for providers and the end-user experience were important factors to consider.

- 1.197 ComReg considers that the revised proposal to allow ‘quarterly commitments and quarterly updates’ is an appropriate and proportionate approach. The proposed quarterly commitment period would align with how frequently a Charter is updated (i.e., on a quarterly basis), in a case where a Relevant Service Provider chooses to update its Charter. ComReg notes the submissions regarding clarification on monthly/quarterly commitments and the statement made by a respondent that, “customer service levels do not change month-to-month.”
- 1.198 Providing a longer period of certainty for customers means that with quarterly updates, customers could be assured that the Commitments as stated at the beginning of the quarter would not change until at least the beginning of the next quarter. Overall, ComReg is of the preliminary view that the revised proposal to the Commitment period will assist in achieving the objective of transparency and comparability.

### **Publication**

- 1.199 Having regard to the general principles of transparency, impartiality, non-discrimination and proportionality, ComReg maintains the original preliminary view in Consultation 23/14 that it is appropriate and proportionate that all service providers’ Charters are published on the same day. However, there is no restriction on providers from publishing their Charter before this date. Publication on the same day will avoid any provider gaining a competitive advantage by basing their Charter submissions (of expected customer service) on what other providers publish. Providers will still retain the flexibility to offer quality of service expectation levels themselves and publish their Charter any time before the required publication date (subject to consultation) should they be ready and choose to do so.
- 1.200 Section 38(2)(d) of the 2023 Act allows ComReg to specify “the manner (including frequency) in which a Charter is required to be published [...]”. Consultation 23/14 set out that websites can be difficult to navigate, and it can be hard to locate specific information, even if you know what you are looking for. ComReg maintains its preliminary view that providers must publish their Charter on their website, with one-click access from the homepage so customers can easily find it. Having considered the responses, to assist in making the Charter prominent and easy to identify on the Relevant Service Provider’s homepage, it is ComReg’s view that a clear intelligible summary description explaining what the Charter is, and its purpose, must be provided on the homepage.
- 1.201 A link must also be provided on the webpage that directly accesses the Charter

document (e.g. a PDF file). This link must not direct the customer to another page where the customer is required to navigate further to locate the Charter. This is consistent with section 38(2)(d) of the 2023 Act. It aims to ensure that Charters are in line with the second principle outlined in paragraph 5.27 of Consultation 23/14 and that the objectives of the Charter are met.

- 1.202 To ensure that end-users are effectively provided with access to the provider's Charter once published, ComReg considers it is appropriate to amend section 4.2 (ii) of the draft Decision Instrument at Appendix A. Having fully considered the responses to Consultation 23/14, ComReg also considers it is appropriate to define "durable medium" for the purposes of the Charter. ComReg has decided to amend paragraph 2.5 at Appendix A to revise its view as to what constitutes "durable medium" for the purposes of a Charter. ComReg now includes a definition of a 'durable medium' which, while similar to the definition of 'durable medium' in the Consumer Rights Act 2022, does not contain the requirement that it be personally addressed to the person.
- 1.203 ComReg maintains its preliminary view, as set out in Consultation 23/14, that a Relevant Service Provider should be required to publish a Charter in accordance with the draft Decision Instrument at Appendix A, and that a Relevant Service Provider may update Charter content on the first working day of each calendar quarter after publication of their Charter for the reasons set out in Consultation 23/14.

#### **Lead time to prepare and publish a Charter**

- 1.204 ComReg's approach allows providers the flexibility to determine Charter content that works with their customer service models and ways of operating. As previously set out, ComReg has revised proposals regarding the articulation of levels of quality of customer service. Consultation 23/14 noted that in terms of general information on providers' policies and/or procedures relating to key aspects of customer service, if providers already published relevant information on their website, they could signpost to this information in the Charter. It is ComReg's view that the incremental effort of publishing the Charter in the form proposed to be specified by ComReg is not so burdensome on a provider. A proposed three-month lead time would be adequate for providers to prepare and publish their Charter, develop their Charter content, complete any required governance sign offs, and make any necessary website changes.
- 1.205 In light of the analysis conducted in Consultation 23/14, and having considered the views expressed, ComReg maintains its preliminary view to have an implementation period of three months, from when the response to consultation and final decision is issued. In light of ComReg's revised proposal to offer the flexibility to articulate levels of quality of customer service, we do not anticipate at this stage that preparing a Charter should be an extensive exercise.

- 1.206 This would give Relevant Service Providers three months for compliance with providing a Charter, however it would allow an eight-month period for a Relevant Service Provider to generate a Performance Report on any Charter Commitments offered (in terms of service level expectations) and send it to ComReg (taking account of the provisions of section 38 of the 2023 Act).

### **Charter updates and contractual information**

- 1.207 The Charter is concerned with publication of information and merely requires Relevant Service Providers to publish information on customer service quality in a Charter. The Charter does not require Relevant Service Providers to offer Commitments.
- 1.208 Furthermore, it is not proposed to require Relevant Service Providers to incorporate Charter Commitments into the terms and conditions of their contracts. Relevant Service Providers may incorporate Charter information into the terms and conditions of their contracts. However, ComReg notes that Relevant Service Providers may equally decide not to offer any Commitments in their Charter, and so in principle there may be no information to incorporate into its terms and conditions. The Charter obligations are separate to any regulatory obligations relating to the provision of information in contract that Relevant Service Providers may have, in accordance with Regulations 87 and 88 of the ECC Regulations.
- 1.209 At a principle level, and because the introduction of a Charter would be a new measure ComReg considered that a Charter would be more effective in meeting our stated objectives if customers are aware of it, and of what they can use a Charter for. Section 38(2)(d) of the 2023 Act, includes powers to ComReg to specify notification requirements relating to Charters.
- 1.210 When ComReg proposed<sup>39</sup> the option to include notification as part of pre-contractual information, it considered that it would be beneficial for end-users to have this information at pre-contract stage. This would ensure customers are made aware of their provider's customer service commitments before entering a contract. Consultation 23/14 further noted that the Charter would fall under the definition of a code of practice as defined in section 81(7) of the Consumer Rights Act 2022, meaning that providers would already be required to notify customers entering an off-premises or distance contract that the Charter exists and how to obtain a copy.
- 1.211 However, under ComReg's proposal, "providers should be required to ensure all customers are made aware of the existence of the Charter and how to obtain a copy, regardless of type of contract or how a contract was entered into." The draft Decision Instrument in Appendix 1 of Consultation 23/14 therefore contained a requirement to this effect, i.e. that a Relevant Service Provider should be required to ensure a

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<sup>39</sup> As discussed in section 8.4.8 of the draft RIA in Consultation 23/14.

Relevant Customer<sup>40</sup> is made aware of the existence of its Customer Charter and how a copy of its Customer Charter can be obtained.

## 1.9 Consultation 23/14 – question 9 (Notifying customers)

1.212 In section 5.7 of Consultation 23/14 (and following 8.4.8 of the draft RIA of Consultation 23/14), ComReg proposed how Relevant Service Providers would ensure Relevant Customers are made aware of the existence of its Charter and how a copy of its Customer Charter can be obtained, including the format medium and timeframe from when the customer request is made, as well as website access and the ability to download the Charter in a durable medium. ComReg then asked the following question:

*“Do you agree with the proposal that providers be required to ensure all customers are made aware of the Charter, and otherwise ensure the Charter is available on request and in accessible format? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.9.1 Respondents’ views

1.213 All responses to this question agreed that customers should be notified of the existence of the Charter.

1.214 However, Wiggin LLP’s view was that in the case of business customers, the publication requirement on providers should be sufficient, that business customers will typically have account managers and often self-serve. eir submitted that the notification should only apply to new contracts and providers should not have to retrospectively update or inform existing consumers, instead ComReg should inform consumers of the existence of a Charter.

1.215 Responses were mixed in relation to the way customers could be advised of the existence of the Charter and where to obtain a copy. Many of the responses submitted that it was appropriate to ensure customers are made aware of the Charter alongside the pre-contractual information and or at the point of sale. Responses, among other things, noted that:

- Information on the Charter and where to find it could be included in a customer’s contract.

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<sup>40</sup> Pursuant to the draft Decision Instrument at Appendix 1 of Consultation 23/14 “Relevant Customer” means an End-User that is a Consumer, Microenterprise, Small Enterprise or Not-For-Profit Organisation, who or which is party to a contract with a Relevant Service Provider.

- It may be pragmatic to notify alongside other required regulatory notifications (such as alongside annual best tariff notifications and for new customers on contract summary).
- Where customers are frequently provided with a variety of pre-contractual information, possibly customers might miss out on this charter notification. In that context, it was suggested to separately notify about the charter on bills on a monthly basis.
- The wording of the draft Decision Instrument is not clear that the notification obligation refers to it being included in the pre-contractual information and the wording should be updated.

1.216 A number of responses questioned the feasibility to provide a copy in durable medium within 48 hours of the request, with one suggestion that the requirement be reformulated to be specified in working days.

1.217 eir submitted that it is not possible to provide a charter that must address all consumers in a durable medium where the definition in the Consumer Rights Act 2022 refers to “information addressed personally to that person” and to storing such information. This respondent submitted that it does not make sense to provide consumers with a durable medium version of the Charter if providers can make changes to commitments. In the view of the respondent, this conflicts with the Consumer Rights Act 2022 definition, which states the durable medium format “allows the unchanged, reproduction of information stored.” Furthermore, the respondent considered where providers can update commitments, it cannot be that consumers can retain an “unchanged” version of the Charter.

1.218 Regarding durable format, one response questioned whether PDF is acceptable.

1.219 Regarding Charter access, ComReg also notes that many respondents agreed that the Charter is available in accessible format. However, another one respondent submitted that “should a customer request a copy of the Charter as they may have difficulty accessing it from the website, we would question if providing an accessible copy via email and or SMS would meet the requirement, specifically if required to meet the proposed 48-hour turnaround timeframe”.

## 1.9.2 ComReg response

### Scope of the notification

1.220 The Charter is a new regulatory measure, and end-users may not become aware of it in the absence of notification by providers. There was consensus support expressed by respondents to Consultation 23/14 on this issue.

- 1.221 To clarify, Consultation 23/14 did not set out that the notification requirement applies to new contracts only. Customers should be notified before they sign a new contract with their provider. It was proposed in Consultation 23/14 to include notification alongside pre-contractual information to ensure largely new customers are made aware of their provider’s customer service commitments before entering a contract. Responses to Consultation 23/14 demonstrated general support for this. This option should place minimal additional burden on providers, given they already send pre-contractual information to customers and the form of communication proposed is that in which providers ordinarily communicate regulatory notifications to their customers.
- 1.222 For the avoidance of doubt, this discussion of timing for new customers does not mean that Relevant Service Providers would not be required to make all of their customers aware of the Charter. ComReg in Consultation 23/14 considered that the Charter would fall under the definition of a code of practice as defined in section 81 (7) of the Consumer Rights Act 2022, meaning that providers would already be required to notify customers entering into an off-premises or distance contract that the Charter exists and how to obtain a copy. ComReg notes that the requirements of the Consumer Rights Act 2022 as regards notification by traders of the existence of Code of Practice are separate obligations for traders to comply with under consumer law, while separately ComReg also has a power, pursuant to section 38(2)(d) of the 2023 Act, to specify the manner (including frequency) in which a customer charter is required to be notified to customers. ComReg therefore maintains its preliminary view that a Relevant Service Provider should be required to ensure all Relevant Customers are made aware of the existence of its Charter and how to find the Charter in line with section 38(2)(d) of the 2023 Act, regardless of type of contract or how a contract was entered into. Notification of a Relevant Customer<sup>41</sup> includes a new and existing customer (that is a Consumer, Microenterprise, Small Enterprise or Not-For-Profit Organisation).
- 1.223 Considering submissions from two respondents on scope of the proposed notification requirement, in light of the analysis conducted, ComReg expects that Relevant Service Providers will notify existing customers, as the Charter notification requirement does not differentiate between new and existing customers. Furthermore, ComReg expects that Relevant Service Providers will notify customers such as, microenterprise, small and medium sized enterprises and not-for-profit organisations. These end-users have less bargaining power than larger enterprises and would likely benefit from greater clarity and commitments as to the level of customer service they can expect from their provider. ComReg considers providers proactively notifying customers about their Charter once it has been published is key

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<sup>41</sup> As defined in the draft Decision Instrument at Appendix A, “Relevant Customer” means an End-User that is a Consumer, Microenterprise, Small Enterprise or Not-For-Profit Organisation, who or which is party to a contract with a Relevant Service Provide.

to meeting transparency of information on customer service quality. In that context, ComReg considers that it is appropriate to notify all customers about what they can expect relating to customer service.

- 1.224 However, Relevant Service Providers have the flexibility on the means of notifying customers with the communication that is sent being similar to how providers would ordinarily communicate with their customers as regards regulatory notifications. It is noted that provider-led communications are advantageous as providers have a relationship with their customers and so are best placed to communicate directly with their customers about matters such as their Charter and new customer service commitments offered. This supports the key policy objectives of creating transparency and usefulness of a Charter for customers. Consistent with these objectives, it would be beneficial for customers if providers ensure that all customers are directly made aware of the existence of the Charter and its purpose.
- 1.225 ComReg also runs information campaigns and publishes consumer news and advice. After the publication of ComReg's final Decision, ComReg will publish information to the extent of informing customers, to raise awareness about the existence of the Charter and its purpose and benefit for consumers.

### **Durable Medium**

- 1.226 While many end-users will access the Charter themselves with one-click from the website homepage, ComReg considers the proposed requirement to provide the Charter on request in durable format to be appropriate and necessary to ensure Charter access for all customers. As noted in Consultation 23/14, most but not all customers will be able to access the Charter from the provider's home page. Making the Charter available in a Durable Medium will help ensure that it is user-friendly and accessible. The time to provide the Charter in a Durable Medium to a Relevant Customer (who is not able to access the Charter from a provider's website), should be within 5 working days of a request. The customer has access to the Charter that they can download for ongoing reference to information on customer service quality therein and or refer to it at a later date.
- 1.227 It is feasible for Relevant Service Providers to provide the Charter on a Durable Medium. It is noted that typically the Contractual Information for ECS contracts and the Contract Summary already are provided by IAS and number-based ICS providers to customers on a durable medium.
- 1.228 ComReg considers that typically a downloadable Charter in a durable medium will be a PDF. With respect to whether PDF is acceptable as a durable format, or whether an accessible copy via email or SMS may be sufficient for those requesting the Charter on a Durable Medium, making the Charter available in a durable format goes beyond just making it available for download from the provider's website.

- 1.229 In terms of practical application of what constitutes provision in a Durable Medium, ComReg is of the view that sending a customer a link which displays the Charter is not sufficient.
- 1.230 Notwithstanding this, ComReg allows flexibility for the medium of the Charter – this is not prescribed by ComReg – but it is incumbent on Relevant Service Providers that the Charter is made accessible for all end-users including those with disabilities.

In Consultation 23/14 ComReg proposed that the Charter would be made available in a durable medium referencing the definition of ‘durable medium’ in the Consumer Rights Act 2022. This definition includes that information be “addressed personally to that person”. Considering the respondent submission that “it is not possible to provide a customer charter that must address all customers”, ComReg has revised its preliminary views. ComReg has revised its preliminary views and proposes that the definition of durable medium does not require Charters to be individually addressed to customers.<sup>42</sup>

- 1.231 Contrary to what is contended by one respondent “that it does not make sense to provide consumers with a durable medium version of the document if providers can make changes to the charter commitments”, the proposed Charter template form contains a requirement for the inclusion of a specified effective date from which Commitments offered in the Charter apply. Furthermore, ComReg’s proposal allows the Charter to remain effective from the specified date until such time that a provider publishes an updated version. Relevant Service Providers have the flexibility to update their Charters, thus any changes to the Charter will only be reflected in subsequent quarters as Charter update.
- 1.232 With respect to accessing the Charter, all customers, including those with disabilities, ought to have access to the Charter. Many responses agreed to ensure the Charter is available on request and in an accessible format. Consultation 23/14 also set out that it is likely there will be cases where an end-user will request the Charter from a provider. In that context, ComReg maintains its preliminary view that Relevant Service Providers are required to provide the Charter in a Durable Medium to Relevant Customers (who are not able to access the Charter from a provider’s website) on request – for example, those who do not have internet access or are not comfortable navigating providers’ websites. In that context, if an end-user requests the Charter be provided in a durable medium, that request must be fulfilled within a specified timeframe. Providers must already ensure that they publish a Charter on their website and ensure that it can be downloaded on a durable medium. However, having taken respondents views into account, ComReg has revised its preliminary

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<sup>42</sup>As defined in clause 2.5 of the draft Decision instrument, Durable Medium means “any instrument which enables a Relevant Customer or a Relevant Service Provider to store information in a way that is accessible for future reference, for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored”.

view and proposes that the time to provide the Charter in a Durable Medium to a Relevant Customer (who is not able to access the Charter from a provider's website), should be within 5 working days of a request, as set out in the Further Consultation and Draft Decision. This would strike an appropriate balance between ensuring that customers who are not able to access the Charter from a provider's website themselves – for example, those who do not have internet access or are not comfortable navigating providers' websites – are still able to access the Charter and is proportionate on providers.

- 1.233 Many respondents agreed to ensure the Charter is available on request and in an accessible format. ComReg notes the responses in relation to customers with accessibility needs; the NDA was of the view that this point should be strengthened throughout the entirety of the proposals and encouraged a universal design approach noting that there may be a variety of accessibility requirements. Having considered respondents' views in relation to Charter access, ComReg maintains its preliminary view that if requested, the Charter must be made available in an accessible medium to end-users with disabilities (to include but not limited to a version of the Charter in braille-ready format). As set out in the Further Consultation and Draft Decision, ComReg considers accessibility as a key aspect of customer service. It helps to ensure that all end-users including those with disabilities can effectively engage with their provider and throughout their customer journey. ComReg considers that its revised approach to the Charter form will ensure that end-users including those with disabilities will benefit in terms of a streamlined, short and easy to read Charter.<sup>43</sup>

## 1.10 Consultation 23/14 – question 10 (Core customer service)

- 1.234 In Consultation 23/14, ComReg proposed information to be included in Charters around core customer service inter alia general information and commitments. ComReg also proposed the form in which any commitments would be expressed by Relevant Service Providers across its core customer service (query handling) channels, in particular initial response time and subsequent follow-up time following an initial contact with the customer. ComReg then asked the following question:

*“Do you agree with the proposed Charter content and the form in which commitments around core customer service, are to be expressed in a Charter? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.10.1 Respondents' views

- 1.235 Many of the respondents (Virgin Media, Chambers Ireland, Prepay Power, CCPC, and Imagine) agreed, in general, to include the proposed content on core customer service in the Charter and the form in which commitments around core customer

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<sup>43</sup> See responses to questions 6, 7 and 10-17 in this document.

service are to be expressed. Wiggin LLP welcomed “the flexibility for providers at paragraph 5.32<sup>44</sup> of the Consultation.” Sky noted their appreciation for “ComReg’s proposal regarding the details on core customer service and the flexibility given to providers to offer specific commitments to their customers.”

- 1.236 However, Sky highlighted “some practical considerations that may arise during the implementation process.” In addition to practical considerations, four other respondents (eir, Three, Tesco Mobile and Vodafone) disagreed with ComReg’s proposals. The issues raised can be summarised as follows:

### **Commitments offered within parameters set by ComReg**

- 1.237 A number of respondents commented on the parameters set by ComReg in relation to the commitments offered for query handling. Those comments ranged across a number of issues, as follows:

#### *Automation*

- 1.238 eir, Three and Vodafone contended there was a lack of emphasis on non-automated contact in the proposed specific commitment sentences/metrics. Three commented that the “data dictionary excludes automated replies from being a valid response”, highlighting that those responses through advanced artificial intelligence (AI) “may be more than satisfactory” and submitted that the exclusion of automated replies should be “limited to those which do not directly address the customer query”.

- 1.239 According to Vodafone, “most organisations are investing in highly sophisticated AI solutions to provide efficient and effective customer care. This cannot be excluded from any commitment or metric.”

#### *100% commitment levels*

- 1.240 eir and Three did not agree with “the proposed limitation of only offering voluntary commitments based on 100% targets.” Three considered that this “limits the ability for Service Providers to offer commitments in line with the maximum levels they feel they can achieve.”

- 1.241 eir submitted that averages rather than individual commitments should be used. Reasons for this included that such maximum commitments do “not allow for average use or for explanation of force majeure events which ultimately misleads consumers

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<sup>44</sup> Paragraph 5.32 of Consultation 23/14 notes that “If providers do not have policies in a given area (in respect of the explicit categories under the Act), or do not choose to offer specific customer service commitments within the parameters ComReg sets out, they would not be required to include such information in the Charter. However, they would be required to explicitly state in the Charter that they don’t have relevant policies and/or that they do not offer specific commitments, so that customers can clearly see this is the case” (to comply with section 38(3) of the Act).”

on customer service levels,” and that if ComReg was to “ultimately set response times itself, it would have to take utmost account of (the) ETSI provision, referenced in the BEREC Guidelines detailing Quality of Service Parameters<sup>45</sup>.” eir added that “in light of ComReg’s obligation to take utmost account of BEREC guidelines, it should not be seeking to require operators to develop parameters for the speed with which (they) will resolve queries... when ETSI and BEREC have stated that it is too costly and difficult... to be able to measure the operators performance precisely... in order for an operator to be able to set a reliable and fair parameter.” eir finally noted that they consider this to be “unfair (and) disproportionate.”

#### *Service Level Agreements*

- 1.242 Imagine agreed “it is reasonable to include information on contact channels, their availability, relevant conditions, and escalation procedures in the charter’s contents”. They also noted that they rely on input from third party vendors for certain infrastructure and even with robust SLAs in place to manage vendor relationships, “the possibility exists for unforeseen events to present and circumvent these agreements.”

#### *Practicality*

- 1.243 Sky commented that while they “appreciate ComReg’s proposal” they also “highlight some practical considerations that may arise during the implementation process.” Sky stated, “in order to accurately verify and report the information related to these metrics, significant technical development may be required.”

#### *Necessity of reporting against metrics*

- 1.244 Tesco Mobile submitted the introduction of reporting metrics at this time was “inappropriate” as ComReg already publishes information around customer satisfaction with the service levels from the Consumer Line. Given ComReg’s Consumer Care Statistics Report “details the issues and complaints raised by service providers’ customers to ComReg... this, should provide ComReg with the information it needs to know whether service levels are as outlined in the Charter but more importantly where there is consumer dissatisfaction or harm.”

#### *Prescription*

- 1.245 According to Vodafone the commitment text is “far too prescriptive”. Vodafone submitted “it should be able to state what it commits to for answering for whatever channels it chooses to include. Forcing an operator to state where it does not provide a commitment is completely excessive and this requirement should be removed”. Vodafone made an alternative suggestion urging ComReg, in the initial phase of the

<sup>45</sup> [BoR \(20\) 53 - QoS Guidelines FINAL.pdf \(europa.eu\)](#)

Charter “to focus on a category heading requirement with guidance (as opposed to prescriptive text) outlining information operators should include. This would have a maximum character count, acknowledging the need for ComReg to ensure brevity. This will ensure an operator can talk to its customers in a tone consistent with other customer communications.”

1.246 eir stated that it “does not agree with the proposal to include specific sentences and information on resolution times for all channels of contact, including in person. This is simply not possible as customer queries are not uniform and will require different resolutions which can take different amounts of times.”

### **Scope of information in a Charter**

1.247 Chambers Ireland recommended “that ComReg should make it mandatory for providers to put phone numbers as a means of customer service as it is the most effective and convenient method of providing customer service.”

1.248 The CCPC made two suggestions in terms of adding further information:

- In respect of the ‘How you can contact us’ section of the Charter, the CCPC suggest that “Additional clarity, to the benefit of customers and providers, could be offered by further defining what constitutes ‘the answer’ to be given by the provider and specifying the extent to which ‘the answer’ must finally resolve the customer’s issue, rather than act as a provisional or holding response.” The respondent suggested that “it could be instructive to consider the concepts of ‘Complaint Response’ and ‘Complaint Resolution’ in the Decision Instrument made by ComReg for the purposes of imposing minimum requirements to ensure access to and compliance with a uniform code of practice for complaints handling.<sup>46</sup>”
- “As it is intended that customers would consult the Charter when choosing, or switching to, a new provider, ComReg should consider including a link to its online comparison tool in the Charter, to raise awareness amongst customers of the assistance which the website offers in helping them to choose the provider which best suits their needs.”

1.249 eir stated that they “cannot provide this information for all relevant customers as some are account managed or use unique contact avenues.”

### **Repetition and Information overload**

1.250 eir stated that they consider “the general information on contact details specified under the core customer service section is repetitive and generally found more easily

<sup>46</sup> ComReg (2017) [https://www.comreg.ie/media/dlm\\_uploads/2017/06/ComReg1762.pdf](https://www.comreg.ie/media/dlm_uploads/2017/06/ComReg1762.pdf)

under ‘contact us’ sections of eir’s websites.”

- 1.251 Vodafone noted the crossover in detail with its existing Code of Practice and terms and conditions. It requested “a one stop shop of ComReg obligations as opposed to multiple different (yet similar) regulatory instruments.”
- 1.252 Tesco Mobile cited the information on customer satisfaction with service levels ComReg already receives via its quarterly Consumer Care Statistics Report and that this “should provide ComReg with the information it needs to know whether service levels are as outlined in the Charter but more importantly where there is consumer dissatisfaction or harm.”
- 1.253 Three “believes that taken as a whole the breadth and depth of items that ComReg proposes to be included in the Charter run the risk that the Charter document becomes effectively unreadable due to its size and complexity.”
- 1.254 eir notes that as “there is a large variance in call answering times and other contact channels for different types of consumers, as well as variance in the role of desk agents, eir considers that if it were to fulfil this requirement the section would be very long and confusing for consumers.”
- 1.255 The CCPC raised the issue of the articulation of the commitment in numbers, noting that providers are required “to measure certain commitments in the Charter in prescribed units of time.” The CCPC highlighted Central Statistics Office figures (as noted by the National Adult Literacy Agency<sup>47</sup>) that show 1 in 4 adults in Ireland struggle with numeracy. “The CCPC is therefore of the view that some customers might struggle to understand the commitments given where they are expressed in large numbers which require a certain level of mathematical ability to convert into a more commonly understood unit of time”.

## 1.10.2 ComReg response

- 1.256 Having considered submissions made, and having taken into account the views expressed, ComReg has decided to revise its preliminary view regarding its proposed specification of the form and content requirements for the information within the section on core customer service.

### **Commitments offered within parameters set by ComReg**

#### *Automation*

- 1.257 Consultation 23/14 noted that some service providers prefer to direct or only provide the use of online and/or automated channels as a first point of call. All customers will

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<sup>47</sup> [Literacy and numeracy in Ireland - NALA](#)

have different preferences as to how to interact with their provider. A provider's customer service ought to be geared towards ensuring that a customer can talk in person with someone that can help, if that is how they prefer to discuss any issues as regards their service. If a provider does or does not offer specific channels to customers, this should be clear from its Charter, so customers can make a better-informed decision and more effectively choose the provider who promises to deliver them the service that best suits their preferences. In such instances, ComReg asks providers to state where they do not offer a support contact channel to make it explicit in the Charter using ComReg-specified wording in accordance with Appendix A - Schedule 2.

- 1.258 Considering the issue of developments in Artificial Intelligence, however, ComReg has revised Metric A1 defining a customer service agent as a “an individual human agent, or an experience that can provide the equivalent level of support of a human agent by utilizing a combination of human expertise and artificial intelligence capabilities, that is capable of providing effective and efficient customer service and can answer a customer's specific question”, defined in accordance with the data dictionary metrics in Schedule 3.

*Commitment(s) and Service Level Agreements*

- 1.259 ComReg is allowing greater flexibility to providers in its revised proposals in terms of how they articulate their Commitments, and they are not required to offer Commitments at individual customer level. Providers may offer Commitments as to the level of quality of service it offers (in respect of a specified category of customer service), using a range of different intervals. ComReg's revised proposal allows providers to choose to offer Commitments that consumers can expect in line with their current model of customer service and business operations.<sup>48</sup> This approach gives providers “scope to offer such Commitments they feel that they can actually deliver on”. ComReg considers that it is feasible and not unreasonable for providers to offer Commitments (if any) having considered SLAs, averages or other factors as relevant to them.

*Practicality*

- 1.260 The revised content and form requirements of Commitments to be offered in a Charter gives Relevant Service Providers the ability to tailor their Commitments to their own business model and operations. Similarly, the revised metric definitions and instructions offer a practical guide to operators preparing a Charter and Performance Report. ComReg asks Relevant Service Providers to offer Commitments on a voluntary basis or to state that they cannot give a Commitment.

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<sup>48</sup> See ComReg's revised proposals in Chapter 1 and 2 of the Further Consultation and Draft Decision

*Necessity of reporting against metrics*

- 1.261 ComReg disagrees with Tesco Mobile’s statement with respect to the introduction of reporting metrics. As addressed in question 1 and questions 18 and 19, without reporting and evaluation of providers’ performance against Commitments, customer confidence in Commitments offered could potentially be undermined and dampen the potential benefits of a Charter in terms of creating transparency and giving customers the ability to use a Charter to make informed choices. Furthermore, evaluating providers’ performances against their Charter commitments is a key component to realising the positive expected impacts on competition.<sup>49</sup>

*Prescription*

- 1.262 Regarding the specification of sentences and the level of prescriptiveness commented on by Vodafone and eir in Consultation 23/14, ComReg proposed to set out a specific template for Charter form with prescriptive language to ensure maximum comparability between different providers’ Charters, and although this option gives providers the least flexibility around how they design their Charter, ComReg considers it to be the clearest way of ensuring providers understand ComReg’s expectations for Charter form. This level of prescriptiveness is required to facilitate the necessary comparison across providers which will be beneficial for customers in terms transparency of information on customer service quality. If providers are allowed complete flexibility to determine Charter form, and presentation of this content, different providers will include different information, with different levels of detail, and present it in different ways. This will make it very difficult for customers to compare the customer service offering between providers. Without certain ComReg-set parameters as to the form of a Charter, it will be much harder to create transparency or to incentivise greater competition on customer service standards.

**Scope of information in a Charter**

- 1.263 Building on the recommendation from Chambers Ireland “that ComReg should make it mandatory for providers to put phone numbers as a means of customer service as it is the most effective and convenient method of providing customer service”, ComReg proposes that Relevant Service Providers include in the Charter the relevant contact information (e.g. support phone numbers, e-mail address, webchat link) for each contact channel against which providers will be asked to offer a Commitment on the level of quality of service to the specified contact information, facilitating the objective of one stop shop.
- 1.264 Further to CCPC’s submission regarding clarity around query response and query

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<sup>49</sup> ComReg has responded to submissions regarding the necessity of performance reporting, which is detailed below in ComReg’s response to question 18 and 19.

resolution, Commitments around Final Resolution of queries not resolved at the time of the initial contact aims to give customers an indication of when they can expect a final resolution to their query if not resolved on the initial contact.

### **Repetition and Information overload**

- 1.265 In light of responses received regarding the level of general information, the potential for repetition and cross over with existing sources information such as sections of a provider's website or Code of Practice, ComReg proposes to reduce general information requirement across a number of categories in order to minimise the potential risk put forward by Three that the Charter "becomes effectively unreadable due to its size and complexity."
- 1.266 ComReg's revised proposal is that general information around core customer service includes the insertion of contact information against which Commitments may be offered followed by a ComReg specified statement where a Relevant Service Provider is required to insert its contact information details or a direct weblink to its customer support resources. In Consultation 23/14, ComReg proposed where providers already have published relevant information on their website, they could signpost to this information in the Charter with appropriate use of links to information, so the Charter acts as a 'one stop shop'. This would help achieve Charter objectives, as set out in section 8.2 and in chapter 3 of Consultation 23/14. ComReg notes that many of the respondents agreed that the publication of such details in a Charter would improve the information available to customers on their provider's customer service, effectively serving as a "one stop shop" consumer information resource.
- 1.267 With regards to eir's submission that "there is large variance in call answering times and other contact channels for different types of consumers, as well as variance in the role of desk agents" that could result in a "long and confusing" Charter for customers. ComReg's revised approach towards Commitments gives providers the flexibility to Commit to service levels for wider groups of customer segments across a range of timeframes including their own timeframe. ComReg also notes that it is a Relevant Service Provider's commercial choice as to whether they wish to prepare and publish separate Charters for business customers, business categories or sub-brands, if they consider that such approach commercially works best for these customers. ComReg has also facilitated this level of separation in the revised performance reporting template.
- 1.268 With respect to Tesco Mobile's submission, ComReg's consumer care statistics report serves a separate function. The consumer care statistics report publishes statistics on the number of contacts, consumer queries dealt with, and consumer complaints managed by ComReg every three months. ComReg's aim with the Charter is that providers will make Commitments as to the level of quality service it offers (in respect of a specified category of customer service), using a range of

different intervals. ComReg asks providers to report their performance against those Commitments on a quarterly basis.

- 1.269 In relation to the CCPC's concern relating to consumer ability to understand and interpret Commitments were expressed in large units of time, ComReg proposes to simplify the Charter in unit terms by using minutes (in place of seconds), hours (in place of clock hours) and days (in place of working days). However, for performance reporting purposes, ComReg proposes Relevant Service Providers report performance in seconds, clock hours and working days as set out in the Reporting Template.

## 1.11 Consultation 23/14 – question 11 (Complaint handling)

- 1.270 In Consultation 23/14, Section 6.4 ComReg proposed Relevant Service Providers use the Charter to make customers aware (via signposting) of the existing code of practice for settling unresolved disputes, including complaints. ComReg then asked the following question:

*“Do you agree with the proposed Charter content around complaint handling? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.11.1 Respondents' views

- 1.271 Many of the respondents (Prepay Power, Virgin Media, Sky, Imagine, Tesco Mobile) agreed with the principle of a short content segment on complaint handling and that it is not necessary to duplicate documents already required to be published, i.e., the Code of Practice for Complaint Handling.
- 1.272 eir and Three point out that they have published their Codes of Practice for Complaint Handling on their websites. Three notes that the Code of Practice “is accessible via a single click from its homepage,” while eir “considers the repetition of directing consumers to its existing complaint handling code of practice to be unnecessary.”
- 1.273 Chambers Ireland disagreed “with the proposed Charter content around complaint handling” as they “think it is still important to include the Code of Practice. In order to avoid duplication, Chambers Ireland recommends that the Charter should include a plain English brief summary of the Code of Practice and a web link or information on where the customers can access the full version.”
- 1.274 The National Disability Authority (NDA) submits “that any Customer Charter be developed in a manner which specifically and carefully considers the needs of persons with disabilities, and that survey, monitoring, and other instruments are designed in a manner which captures the viewpoint and lived experience of this demographic. This will necessitate the gathering of relevant data in relation to this cohort of users. In order to assess its impact on persons with disabilities, the following

non-exhaustive list of criteria should be considered:

- Are complaints mechanisms available via multiple channels?
- Is information pertaining to complaints procedures available in an accessible format on any websites, mobile applications, or other digital medium?
- Is information pertaining to complaints procedures readily available in alternative formats?
- How many persons with disabilities have registered complaints with a provider, or with ComReg directly?
- What was the outcome of the accessibility-related complaints?
- What was the level of satisfaction with the manner in which the accessibility-related complaints were handled by the operators or ComReg?"

1.275 Vodafone submitted "this is the section where the current detail in the Code of Practice could be included rather than requiring operators to have separate documents", adding "this will only serve to confuse customers and frontline staff who want to resolve customer queries and complaints."

## 1.11.2 ComReg response

1.276 Having considered the responses to Consultation 23/14, ComReg maintains its preliminary view that this short section of the Charter signposts to a provider's existing Code of Practice for Complaint Handling. As part of its revised preliminary view, ComReg has proposed a reordering of the Charter Sections with the section "How we will handle complaints" moving from second section to seventh section in the Charter template.

1.277 ComReg notes that both eir and Three have published their Codes of Practice for Complaint Handling on their websites. ComReg notes views expressed with respect to unnecessary repetition of information and ComReg's proposal is not duplicating the Code of Practice itself in the Charter. However, ComReg considers that making customers aware that the Code of Practice exists, and where to find it (for example, by including a link to the Code of Practice) is not an onerous or burdensome requirement. In ComReg's opinion, it is beneficial and useful for end-users that providers include this information in the Charter.

1.278 ComReg's proposed form requirements are targeted at promoting the accessibility and clarity of information. The Charter should be as short as possible, and clear for

end-users to find relevant information that customers need in order to understand the level of customer service they can expect from their provider across various customer service categories. Consultation 23/14 stated that “Relevant Service Providers would be required to make the Charter available in accessible forms, and to provide copies of the Charter to customers on request”. ComReg also proposed providers “ensure the Charter meets any Web Content Accessibility Guidelines standard as developed by the World Wide Web Consortium, is in plain English and accessible for disabled End-Users and, if requested, is made available in a reasonably accessible medium to a disabled End-User (to include but not limited to Braille). This would ensure that all customers are able to access a copy of the Charter in a format that is suitable for them.”

1.279 Regarding the criteria listed by the NDA in their submission, ComReg’s revised preliminary view proposes the inclusion of a new additional category and section ‘Accessibility’.<sup>50</sup>

1.280 Regarding Vodafone’s response, ComReg is asking providers to include in their Charter a “signpost” for customers, linking out to the relevant (and existing) information. The Charter is a one-stop-shop of information and so, “front line staff” (as referred to by Vodafone in their response) can inform customers of their provider’s Code of Practice if their query (for example) is in relation to complaint handling. If the query is broader than complaint handling, and in relation to customer service more generally, then the front-line staff can point to the Charter, within which a provider may signpost/link to various other support resources in addition to Code of Practice documents.

## 1.12 Consultation 23/14 – question 12 (Connections)

1.281 In Consultation 23/14, Section 6.5 ComReg proposed the content and form of information to be included in Charters around new service connection requests and the commitments to be expressed in scenarios both when there is an existing connection in situ and when there is not (including new fibre connections). ComReg then asked the following question:

*“Do you agree with the proposed Charter content and the form in which commitments around connections, are to be expressed in a Charter? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.12.1 Respondents’ views

1.282 Chambers Ireland and Prepay Power agreed with ComReg’s proposals. However, many of the respondents disagree with the proposed commitments around

<sup>50</sup> See section 1.6 of Appendix C.

connections. The following issues were raised by respondents:

**Commitments offered within parameters set by ComReg**

- 1.283 According to Vodafone “the standards of service provided and the wholesale and supporting SLAs dictate the commitments that can be provided by industry.” They go on to comment that “it is not acceptable that regulatory intervention, with a stated aim to drive standards for customers, could focus solely on the retailer who is dependent on the wholesale supply”. Vodafone urged ComReg to “adopt a comprehensive action plan to address wholesale service levels as part of this Charter project, and we await publication of same alongside this Charter.”
- 1.284 Sky noted that “several exceptions would have to be considered and acknowledged by ComReg regarding commitments to connect customers. Sky can only go as far as the appointment booking in terms of guaranteeing the customer that their order has been processed.” Sky further stated that they “are dependent on Broadband wholesale providers and the quality/accuracy of their passed premises file as well as their sub-contracted engineer resource availability, efficiency, communications, quality of assessment and workmanship. Of all order cancellations analysed, Sky identified 75% as being out of their control and sitting with third parties. ComReg should consider wholesale commitments to allow retail operators to make corresponding commitments to customers.”
- 1.285 eir “does not consider that specific prescribed sentences are feasible or necessary in this section as providers will have to offer commitments according to those agreed in wholesale SLAs. eir evo and its business customers are subject to the same SLAs.” eir considers that connections information is “important to provide to consumers but not in the manner ComReg suggests and ComReg should reconsider the specific nature of the proposed requirements regarding connections.”
- 1.286 While Virgin Media agreed with the proposal to provide information on connecting new services and service/installation appointments however, they did “not agree with the proposed commitment reporting metrics format.” Virgin Media suggested an alternative approach whereby “metrics are structured as a set of commitments around the performance against SLA expressed as x% of installs completed within y number of days.”
- 1.287 Three “believes that the proposed limitation of only offering voluntary commitments based on 100% targets is counter-productive and limits the ability for Service Providers to offer commitments in line with the maximum levels they feel they can achieve.”
- 1.288 Regarding requests for a new service, the CCPC “understands that providers who choose to make the commitment do not commit to a timeframe for a date for either the initial appointment or for service activation to occur, where there is no existing

connection”. The CCPC point out that, with regards to the initial appointment, “the commitment requires only that the date for the initial appointment is agreed within the timeframe committed to.” They suggest that “to avoid customer confusion, it is made clearer in the prescribed wording for the commitment that providers are not committing to any specific time frames for the initial appointment or for connecting new services to the network.”

### **Technological and geographical segmentation**

- 1.289 Imagine “feel that the proposed charter is too restrictive in scope as it does not consider geographic considerations for service providers, nor does it factor in all types of broadband connections currently available in the market. It appears to be primarily focused on fibre connections and whether they are “in-Situ” or a new connection.”

### **Information overload**

- 1.290 Three “believes that taken as a whole the breadth and depth of items that ComReg proposes to be included in the Charter run the risk that the Charter document becomes effectively unreadable due to its size and complexity.” They go on to state that the risk of information overload is “especially true for multi-play Service Providers who have a variety of different offerings in fixed, mobile, consumer and business and who may have different operational practices for each of these customer segments and for different support channels such as on-line only.”

### **Applicability**

- 1.291 Tesco Mobile note their “understanding that this section relates to fixed line services (including internet access services provided by fixed line providers) and [is] therefore not applicable to them,” though they “agree that information around connections should be made available to end-users.”

## **1.12.2 ComReg response**

- 1.292 ComReg remains of the preliminary view that asking providers to include information on Commitments in a Charter around connecting new services to the network, both when there is an existing connection in situ and when there is not, (in accordance with ComReg parameters) is beneficial to end-users and will incentivise providers to compete and improve on the levels of quality of service end-users can expect to get.
- 1.293 Having considered submissions made, and having taken into account the views expressed, ComReg has decided to revise its preliminary view regarding its proposed specification of form and content requirements for the information within the section “Connecting a new service”.

### **Commitments offered within parameters set by ComReg**

- 1.294 ComReg notes the issues respondents raised when offering Commitments around connections, in terms of meeting those Commitments at the individual (100% level) for customers whilst also relying on wholesale supply and supporting SLAs.
- 1.295 ComReg’s proposal to move from Commitments at an individual level to a level of quality of service using a range of different timeframe intervals and expressed if offered as a percentage gives providers the flexibility to tailor Commitments in line with their current model of customer service and business operations.
- 1.296 ComReg considers that the effect of wholesale service levels on the proposed metrics is something that providers should consider when offering Commitments on acknowledgement times for new line connections and activation times for new service requests on an existing line.
- 1.297 ComReg notes that Sky highlighted reasons why a broadband order may fail (though Sky did not provide any further detail on these reasons in their response). This analysis to identify the reasons why a broadband order may fail suggests that providers have the capacity to factor in such details when estimating a service activation time and/or an acknowledgement time for a Relevant Customer. It is up to Relevant Service Providers to set their Commitments based on whatever multiple of factors (such as an SLA) they consider relevant.
- 1.298 Regarding the CCPC suggestion to make clearer the prescribed wording for the commitment where no connection exists, ComReg notes that the prescribed sentence in Consultation 23/14 included the text “if it can, agree a date for an initial appointment”. As part of ComReg’s revised proposals to the content and form requirements of the Charter, this specific Commitment includes a new subheading labelled “Acknowledgement time for new line connection requests” and the text within the Commitment includes the further clarification “if possible, agree a date for an initial appointment”. ComReg considers the revised content and form requirements make it clearer that the Commitment relates to an acknowledgement time of the request as opposed to a timeframe for an initial appointment or connection of the new service.

### **Technological and geographical segmentation**

- 1.299 Regarding Imagine’s comments, ComReg notes the concern raised that the factors which arise when a customer is seeking an FWA connection, for example, don’t necessarily come into play with a Fibre or Cable connection, although FWA requests may also require site visit and installation of equipment (such as an outdoor CPE to the external structure of the home). In addition, activation times may intrinsically be longer or shorter for different technologies which are more prominent in specific geographical areas. Relevant Service Providers have the flexibility to make any Commitment in line with their specific business operations.

### Information overload

- 1.300 ComReg remains of the view that the Charter should be as short as possible while adequately addressing the Commitments offered, focussing on key information that customers need in order to understand the level of customer service they can expect from their provider. In section 5.5.3 of Consultation 23/14, ComReg stated that there is a balance to be struck between a Charter being a ‘one stop shop’ and becoming an overly lengthy document that customers are dissuaded from reading. In light of the overall responses received regarding the level of general information, the potential for repetition and cross over with existing sources of information and in order to minimise the potential risk put forward by Three that the Charter “becomes effectively unreadable due to its size and complexity”, ComReg proposes to remove the information requirement around general information on connections at this stage.

### Applicability

- 1.301 Regarding Tesco Mobile’s comment in relation to the applicability of fixed line services (including internet access services provided by fixed line providers), ComReg, proposes where a Relevant Service Provider does not offer services through fixed or fixed wireless access technologies, the provider may delete the subsection "Connecting a new service" from the Charter, in accordance with the requirements for completing the Charter Template as set out in Schedule 2.
- 1.302 ComReg understands the potential for confusion where, on the one hand, in Consultation 23/14 - Schedule 2, the wording is specific to fixed services and yet in Schedule 1, bolded category headings should be mandatorily completed. However, it is clear in Schedule 2 of Consultation 23/14 that throughout the guidance provided in terms of requirements for completing the Charter (for both general information and specific commitments), ComReg used the phrase “Where applicable to the service a Relevant Service Provider offers...”
- 1.303 ComReg’s revised proposed instruction is set out in Schedule 2 of Appendix A.

## 1.13 Consultation 23/14 – question 13 (Billing and refunds)

- 1.304 In Consultation 23/14, ComReg proposed the content and form requirements in respect of information to be included in Charters around billing, charges and refunds as well as proposed commitments on the time taken to review and respond a bill/charge query and process refunds. ComReg then asked the following question:

*“Do you agree with the proposed Charter content and the form in which commitments around billing and refunds, are to be expressed in a Charter? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

## 1.13.1 Respondents' views

- 1.305 Many respondents (Virgin Media, Vodafone, Imagine, Chambers Ireland, the CCPC, and Prepay Power) agreed in general with the proposed Charter content for the Charter section on billing and refunds, in terms of general information. However, three respondents (Tesco, Three and Sky) made general submissions regarding the content for inclusion in the 'if you think you have been billed incorrectly' section. Other responses to the Consultation (eir, Vodafone, Virgin Media) were mixed in terms of specifying commitments in accordance with ComReg-set parameters.

### **Specifying commitments (if any) in accordance with ComReg set parameters**

- 1.306 eir stated that "ComReg should not include specific information regarding the response to queries from the day the query is received, as some refund requests may be more complicated. Instead, providers should be able to formulate this sentence and focus more on the time period within which consumers will be issued their refund if relevant." eir submitted the suggested sentences offered unnecessary procedural information when all customers want to know is "when their query will be resolved and when their refund will be issued."
- 1.307 eir cited Article 104 of the Code obliging ComReg "to take 'utmost account of BEREC Guidelines' in specifying the quality-of-service parameters to be measured." eir continued "The BEREC Guidelines on Quality-of-Service parameters refer to the ETSI standard which covers a range of parameters. One of the parameters it indicates could be measured is 'response time for admin/billing queries'. However, it states that the parameter is the time elapsed between dialling and reaching a human operator. It then goes on to state, 'However it excludes the handling of the enquiry itself, e.g. conversation with the attendant and the response of any database used by the attendant. The reasons are that the variety of enquiries is too wide and that it is too difficult/costly in practice to measure when the answer is given.' eir submitted that it "considers ComReg is not taking account of the BEREC Guidelines by seeking to develop parameters relating to the resolution time for billing queries. ETSI acknowledges that the variety of billing enquiries is too wide, making it too difficult and costly in practice to measure (and thereby develop a parameter) response times to billing queries."
- 1.308 Imagine acknowledged "that it may be beneficial to include a portion of the provider's existing billing and refunds code of practice in the charter's contents," they stated that they "hold a different view regarding the practice of providing maximum initial response times..."<sup>51</sup> This respondent stated that "Given the nature of billing, any credits applied to a customer account will not appear until their next bill cycle which can range from monthly, bi-monthly, quarterly or annually. Refunds are also subject

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<sup>51</sup> The maximum billing/charge review response time across any contact channels.

to bill cycles as the consumers invoice needs to show a credit balance in order for a refund to be processed. Therefore, the customer's bill cycle should be taken into account. Providing an average initial response time may be a more practical approach to providing customers with some transparency. However, as this is based on the customers billing cycle, there may be instances where queries exceed the average response time."

- 1.309 In terms of a maximum billing/charge review response time,<sup>52</sup> the CCPC suggested that additional clarity could be offered by "further defining what constitutes 'the answer' to be given by the provider and specifying the extent to which 'the answer' must finally resolve the customer's issue, rather than act as a provisional or holding response." The CCPC further suggested that "it could be instructive to consider the concepts of 'Complaint Response' and 'Complaint Resolution' in the Decision Instrument made by ComReg for the purposes of imposing minimum requirements to ensure access to and compliance with a uniform code of practice for complaints handling."
- 1.310 Vodafone stated, "the section deals with commitments around refunds, and this may also include credits where customers have been advised that a credit will be provided as an alternative to a refund."
- 1.311 Three submitted that "the proposed limitation of only offering voluntary commitments based on 100% targets is counter-productive and limits the ability for Service Providers to offer commitments in line with the maximum levels they feel they can achieve."
- 1.312 Sky stated that it "does not currently have the capability to report on billing queries at an individual account level. It will require investment to be able to record and verify queries and response times, regardless of the channel, where this is outside of formal complaint handling process." In relation to the processing of refunds, Sky added "it is not currently possible to record when the decision that a refund is due is made. It could be made on a call, on the shop floor while talking to a line manager, or in a meeting about escalated complaints. There is no mechanism to record the decision or verify the date and time it was made versus when the refund was processed." The respondent submitted that the processing of refunds "could require significant technical development and the introduction of new processes."

### **Charter content (billing and refunds) requirements**

- 1.313 Vodafone stated that they "agree with the section and the general content for inclusion", they also submitted that "the text should not be prescriptive."

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<sup>52</sup> Metric C1, defined in 'Schedule 3: Customer Charter Data Dictionary and Reporting Template' by reference to the time elapsed between the request from the customer and 'the answer' from the provider, measured in clock hours."

- 1.314 Tesco Mobile submitted that “there should be no duplication of information already required to be published,” and that “where a service provider already provides helpful information to its customers about how they can raise a query regarding their bill and/or charges and how they can manage their spend and receive refunds if due, that this information should also not be duplicated, and customers should just be directed to same.”
- 1.315 Three reiterated its view that Charter runs the risk of becoming unreadable due to its size and complexity, particularly for multi-play Service Providers with different operational practices and support channels across its customer segments.
- 1.316 eir submitted that from a business customer perspective, “the billing and refunds process is more complex, and it is not possible to provide information in a comprehensible manner applicable across all business customers.”

## 1.13.2 ComReg response

- 1.317 Having considered submissions made, in particular the issues raised relating to wide, varying and complex bill enquiries, the nature of Commitments at the individual level in this regard and volume of information overall, ComReg has revised its preliminary view, amongst other things, by proposing to remove Commitments around bill and charge queries and related general information requirements.
- 1.318 ComReg is of the view that billing and charge queries are, in most cases, directed to the core customer service contact channels (of phone, email, webform, webchat and post). ComReg is seeking information in the form of provider set Commitments indicating customer service response levels across these contact channels as well as a Commitment on final resolution time for queries under the Charter section “Contacting us”.
- 1.319 ComReg’s proposal whereby billing enquiries are addressed through Commitments around customer service contact channels and final resolution of queries allows Relevant Service Providers to factor in the complexity of bill enquiries when making Commitments.
- 1.320 However, ComReg remains of the preliminary view that asking providers to include information offering Commitments on refunds in a Charter (in accordance with ComReg-set parameters) is beneficial to end-users in terms of informing them of when they can expect to receive their refund. In addition, it will incentivise providers to compete and improve on information available on the levels of quality of service that end-users can expect to get around refunds. In light of this revised proposal, the section is now titled “When you are due a refund”.
- 1.321 Commitments around refunds are not concerned with the duration of the enquiry or the investigation period. In Consultation 23/14, ComReg proposed to capture

Commitment information on the time period from when it is determined a refund is due to when a customer receives their refund i.e. how long it takes for a customer to receive their refund. It is acknowledged by one respondent that this is what customers are most interested in and ComReg remains of this view.

- 1.322 In order to ensure the most relevant and succinct information, ComReg proposes Relevant Service Providers can offer their own timeframe to receive a refund and the corresponding percentage of refunds that will be received by customers within that timeframe. ComReg proposes that providers offer a commitment across various refund types indicating what Three suggests “the vast majority of customers” can expect to get.
- 1.323 Expanding on the range of refund types (account credit, EFT, Cheque) offers providers the flexibility to address complexities in refund fulfilment across the various refund methods.
- 1.324 In relation to the submission concerning the variation in billing periods (monthly, quarterly) and the appearance of refunds in the next bill cycle, ComReg expects a refund by account credit to be fulfilled when it appears in the customer's account not when it is redeemed in the next billing cycle.
- 1.325 ComReg does not agree that processing a refund necessarily requires a billing cycle to be taken into account, for example, a customer may be refunded by Electronic Funds Transfer (EFT). ComReg considers that the processing of refunds in terms of how and when will be matters for each provider themselves. Notwithstanding this, ComReg considers the refund ‘processed’ when the refund process is completed with a customer refunded by whatever mechanism is applicable in a particular case as follows:
- Cheque – customer receives the cheque.
  - Electronic Funds Transfer (EFT) – funds are in the customer’s account.
  - Credit to the account – credit is visible in the customer’s account online or on a customer’s bill.
- 1.326 In relation to the CCPC’s suggestion of “further defining what constitutes ‘the answer’ to be given by a provider and specifying the extent to which ‘the answer’ must finally resolve the customer’s issue” to a billing and charge query, ComReg notes the CCPC’s observation relating to the similarity in the commitments in Consultation 23/14 relating to the response to a bill/charge query and the follow-up answer/response time for a query not resolved at the time of the initial contact (now “final resolution” in the Charter section “Contacting us”). ComReg is of the view that providers may address its response to a bill/charge query not resolved on initial contact in their Commitment for final resolution of queries, and that further elaboration is not necessary at this stage. Separate to any Charter requirements

under section 38 of the 2023 Act, ECS Service Providers are obliged in law to have a Code of Practice for complaints handling, which addresses the matters of complaint response time and complaint resolution.<sup>53</sup>

- 1.327 Regarding the requirement for technical development raised by Sky, as already noted (see Question 10 in this Response to Consultation), levels of quality of customer service around billing and charge queries are now addressed under core customer service contact channels and final resolution of queries. In this regard, the proposed revised content and form requirements for Commitments to be offered in a Charter gives providers the ability to tailor their Commitments to their own business model and operations.
- 1.328 As addressed above, ComReg’s approach allows a Relevant Service Provider to state any Commitment according to their specific business operations. However, if a Service Provider is not in a position to offer any Commitment, they must state that they cannot offer a Commitment using ComReg-specified wording. ComReg is maintaining its preliminary view, on the basis of section 38(3) of the 2023 Act, that if a Relevant Service Provider does not offer a Commitment in this area, it uses a ComReg-specified wording to make this explicit in the Charter in accordance with the form and language in Schedule 2, Appendix A.

#### **Charter content (billing and refunds) requirements**

- 1.329 Taking into account the submissions regarding the level of information and concerns regarding the potential size and complexity of the Charter, ComReg proposes to remove the general information requirement around billing and charges. If providers already published relevant billing and refund information on their website, they may signpost to this information in the Charter section “*Any other information*”.
- 1.330 With regards to prescriptiveness, as noted in Question 6 (in this Response to Consultation), ComReg maintains the preliminary view that it is not appropriate to allow providers complete flexibility to determine Charter form, and they should follow a template. ComReg is of the view that the proposed level of specification for information on refunds (as well as other service categories) facilitate the necessary comparison across providers and will be beneficial for customers in terms of information and transparency.
- 1.331 Without certain ComReg-set requirements as to the form of a Charter, it would be much harder to create transparency or to incentivise greater competition on customer service standards. ComReg considers on balance it to be the clearest way of ensuring providers understand ComReg’s expectations for Charter form, so that end-users are protected. This approach ensures maximum comparability between

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<sup>53</sup> Pursuant to ComReg Decision D04/17.

different providers' Charters, and that the Charter objectives are delivered.

- 1.332 From a business customer context, ComReg's proposal whereby billing enquiries are addressed through Commitments around customer service contact channels and a final resolution response time for queries allows providers the flexibility to choose to offer Commitments that are in line with their current model of customer service and business operations. In addition, as already addressed in related questions, it is a Relevant Service Provider's commercial choice as to whether to have a separate Charter for distinct types of end-users such as business customers or categories of business customer if they consider that such an approach will work better for these customers.

## 1.14 Consultation 23/14 – question 14 (Outages and repairs)

- 1.333 In Consultation 23/14, ComReg proposed the form of information to be offered to customers around planned and unplanned outages. This included articulating commitments on advance notice periods (for planned outages) as well as status information and estimated restoration times for unplanned outages. ComReg then asked the following question:

*“Do you agree with the proposed Charter content and the form in which commitments around outages and repairs, are to be expressed in a Charter? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.14.1 Respondents' views

- 1.334 Chambers Ireland, Imagine, Prepay Power and Tesco Mobile agreed with the principle of including the proposed content in the Charter and the form in which commitments around outages and repairs are to be expressed. In addition, some of the respondents are supportive of the rationale for inclusion of this information in the Charter. However, respondents raised the following specific issues of disagreement:

#### **Commitments offered within parameters set by ComReg**

- 1.335 Three believes that the proposed limitation of only offering voluntary commitments based on 100% targets is counterproductive and limits the ability for Service Providers to offer commitments in line with the maximum levels they feel they can achieve.
- 1.336 In its response to Question 5 of Consultation 23/14, Three submitted “The performance delivered to the vast majority of customers is of most relevance to realistic expectations of customer service. If the target must be based on 100% then this will force Service Providers to reduce the overall target in order to cater for outliers”. Three submitted that this was a matter of consideration for individual Service Providers. It added “Expanding the range of commitments that can be offered

in the initial stages of the Charter evolution does not preclude the offering of the specific performance commitments envisaged by ComReg and therefore is unlikely to be to the detriment of end-users and is more likely to be to their benefit.”

1.337 eir noted that “ComReg has overlooked variance and complications and suggested an overly simplistic sentence. eir can only commit to the Service Level Agreement (SLA) already agreed with wholesale providers regarding repairs. This is the information that must be provided to consumers in the relevant form.” eir considers that “if a Charter is required ComReg should allow providers to communicate the required information in a format that meets the SLAs and business requirements as outlined.”

1.338 Sky noted that they are “reliant on wholesale providers to inform them of planned and unplanned outages that could impact Sky customers. Their wholesale providers own, control and monitor their networks which host their customers. Currently, they are informed of planned and unplanned outages via email and wholesale provider portal updates. Sky is reliant on their wholesale providers to make information available regarding the volume of customers impacted, the location(s), the issue occurring, the steps taken to resolve the issue once they identify the root cause and the estimated service restoration time. They may get 3-4 weeks’ notice of a planned outage occurring or they may get 1-2 days if emergency works need to take place. ComReg should consider wholesale obligations on notifications and timing in circumstances where retail providers need to make commitments to their customers.”

1.339 Vodafone acknowledged ComReg comments regarding economic cost of outages and timely information to customers however, “The ComReg Charter project must not decouple wholesale service level commitments from the requirement to inform customers.” Vodafone added “the information the retail provider can publish is only as good as that which it receives. It should also be considered that the service level can reduce further at time of significant service outages if the SLA is suspended for Storm Mode and that can be for an extended period after the storm has passed.” Vodafone urged ComReg take account of this and requested “clarifications on action in this regard.”

### **Business customers**

1.340 In terms of business customers, eir submitted ComReg had overlooked the complexity of these customer relationships and the difficulty in making specific commitments for business customers. “Some customers under eir Evo use managed service products that are subject to the services levels of KPIs which can be determined by customers’ bespoke needs so consistency cannot be obtained. Outages and repairs are determined by contracts and dependent on services requested by the customer. Larger customers will have full resilient networks or equipment.”

- 1.341 eir “considers that if a Charter is required ComReg should allow providers to communicate the required information in a format that meets the SLAs and business requirements as outlined.”

### **Reporting metrics**

- 1.342 Virgin Media “does not agree with the proposed commitment reporting metrics format and alternatively suggest that metrics are structured as a set of commitments around performance against the SLA, expressed as follows: X% of service faults repaired within Z hrs etc.”

### **Inclusion of information**

- 1.343 Acknowledging the increase in people working remotely and relying on connectivity for their livelihood, the CCPC put forward an opportunity to incentivise providers to improve customer service provision relating to individual customer-level issues by suggesting “that ComReg considers, at a minimum, mandating, rather than making optional, the provision by providers of information about addressing individual customer-level issues with service in the Charter, including requiring them to set out the steps which they may take to investigate and fix the issues.”

- 1.344 The CCPC added “ComReg could additionally consider prescribing a specific commitment to acknowledge the customer-level service issue within a specified timeframe from the date it is reported to them and provide an update to the customer on fixing the issue at specified intervals. While these suggested changes would not offer customers certainty on how long it will take for any customer-level issue with service they might have to be resolved, it would at least give customers greater insight at the pre-contractual stage into how the provider will go about addressing such an issue. Where a provider chooses to make the specific commitment suggested it would also provide the customer with reassurance that the provider will keep them updated on resolution of the issue. It would also offer customers a point of comparison between different providers on how they deal with customer-level service issues.”

### **Information overload**

- 1.345 Three reiterated its view that Charter runs the risk of becoming unreadable due to its size and complexity, particularly for multi-play Service Providers with different operational practices and support channels across its customer segments.

## **1.14.2 ComReg response**

- 1.346 ComReg remains of the preliminary view that asking providers to include information on Commitments in a Charter around service outages (in accordance with ComReg parameters) is beneficial to end-users and will incentivise providers to compete and

improve on the levels of quality-of-service end-users can expect to get.

- 1.347 Having considered the submissions made above, and having taken into account the views expressed, ComReg has decided to revise its preliminary view (for both planned and unplanned service outages) regarding its proposed specification of form and content requirements for the information within the section “If there is a service outage”.

### **Commitments offered within parameters set by ComReg**

#### *Commitment definition*

- 1.348 Regarding Three’s comment on offering voluntary commitments based on 100% targets, providers are only required to express commitments in the Charter that they already have and/or that align with their existing business practices. They could choose not to offer Commitments in which case they must make this explicit (using ComReg-set wording). Consultation 23/14 noted that if providers are not willing to offer Commitments, this is also useful for a customer to know and can support customers in making an informed choice about whether a given provider could meet their needs or not. This remains the case with respect to ComReg’s revised proposal to allow Relevant Service Providers to express Commitments as to the level of quality service it offers (in respect of a specified category of customer service), using a range of different intervals.

#### *Service Level Agreements*

- 1.349 Regarding the comments in relation to wholesale SLAs made by eir, Sky and Vodafone, ComReg considers that it is up to Relevant Service Providers to set their Commitments based on whatever multiple of factors (such as an SLA) they consider relevant.
- 1.350 Furthermore, ComReg disagrees with eir’s statement that ComReg has overlooked variance and complications. ComReg has included a Commitment for unplanned outages, which tacitly provides for “complicated” outage incidents. Chambers Ireland, who “agree with ComReg’s proposal that providers commit to making information generally available on the outage issue and estimated service restoration time,” go on to state that “if planned outages are to occur, it is the right of the consumer to know when and for how long will the outage take place. It is understandable for unplanned outages since providers are not directly responsible for restoring service therefore, they cannot have prior information. But providers should have contingent plans and arrangements for when they do occur. For these reasons, ComReg’s proposal is suitable.” Having said that, ComReg does understand that eir can only offer Commitments in line with their current policies and practices and if this is the information that eir will include in the Charter, i.e. what eir will commit to, then this is acceptable to ComReg.

**Business customers**

- 1.351 With respect to eir’s comment on it not being possible to make the outages and repairs related commitments for business customers (due to the complications of dealing with business customers), ComReg reiterates that the commitments offered by providers should reflect their current practices and their current customer service offering. In this respect, it is for providers to consider those issues and how they impact their commitments to customers (including business customers).

**Reporting metrics**

- 1.352 ComReg has, in line with all other Commitments in the Charter, revised its approach with respect to both planned and unplanned service outages, now allowing Service Providers to make Commitments as to the level of quality service it offers (in respect of a specified category of customer service), using a range of different intervals. However, as ComReg noted above, there should be no direct linkage between the SLAs and business requirements, and the Commitments offered by providers to customers in their Charter.

**Inclusion of information**

- 1.353 Regarding the CCPC’s first point, while ComReg has revised its approach with respect to individual customer-level commitments and now allows Service Providers to make Commitments as to the level of quality service it offers (in respect of a specified category of customer service), using a range of different intervals, ComReg maintains its preliminary view that providers would be required to explicitly state in the Charter that they do not offer specific commitments, so that customers can clearly see this is the case (to comply with section 38(3) of the 2023 Act). On the second point, ComReg reiterates that the approach to individual customer-level commitments has now been revised.

**Information overload**

- 1.354 ComReg notes the point raised by Three regarding the potential for the amount of information to be included in the Charter making it “effectively unreadable”. ComReg points to the fact that while we have not proposed to limit the length of a Charter to a specific number of pages, ComReg does remain of the view that the Charter should be as short as possible, focussing on key information that customers need in order to understand the level of customer service they can expect from their provider. ComReg considers that its revised approach achieves the principles<sup>54</sup> that are important in underpinning the proposed form requirements for a Charter, namely that a Charter is clear, transparent and comprehensible, so customers can easily navigate and understand the content.

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<sup>54</sup> See paragraph 5.27 of Consultation 23/14.

## 1.15 Consultation 23/14 – question 15 (Disconnection policy)

1.355 In Consultation 23/14, Section 6.8 ComReg proposed the form of information to be offered to customers facing payment difficulties (whether it is a bill payment or top-up). This includes when and how a provider would restrict and/or disconnect a customer for non-payment and how a disconnected customer may get reconnected. ComReg also proposed providers articulate a commitment around the minimum notice provided to customers prior to disconnection. ComReg then asked the following question:

*“Do you agree with the proposed Charter content and the form in which commitments around disconnection for non-payment of bills are to be expressed in a Charter? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.15.1 Respondents’ views

1.356 Imagine, Prepay Power and Virgin Media agreed with the proposed Charter content around disconnection for non-payment of bills. A number of other respondents raised the following specific issues in disagreement with ComReg’s proposals:

#### **Commitments offered within parameters set by ComReg**

1.357 Sky firstly notes that they are “happy to provide information to customers” on their disconnection policy. However, according to Sky, “the ability to report on how many customers were disconnected and how much notice each individual customer was given does not currently exist. This is also something that will require significant process changes and technical development to produce reporting and verification. It is likely to take much longer than the 3 months suggested by ComReg.”

1.358 Three notes that “the disconnection process is in effect a suspension or termination of service under the contract with the end-user. Because of this Three does not believe that it is appropriate to offer additional voluntary commitments as regards notice periods in the Customer Charter. To the extent that the contract provides for minimum notice periods then these apply as a matter of contract law.”

#### **Prescription**

1.359 Vodafone, in their response, state that they “agree with the section however prescriptive text is not required.”

1.360 Tesco Mobile “contend that operators already work closely with their customers who may have difficulty paying their bills so to ensure they remain connected if facing financial difficulty. However, operators’ goodwill can also be open and subject to abuse, hence the need to allow operators to protect themselves from abuse and work with their customers without having to be too prescriptive on a charter.”

**Inclusion of other information**

- 1.361 Chambers Ireland did “not agree with the proposal in its entirety,” as although they think “providers should have the flexibility to choose to offer their own customers specific commitments regarding customer service in the case of non-payment of bills, it should be made mandatory for all providers to commit to a specific minimum notice period before disconnections. The length of the notice period can be decided by the providers but not giving any notice or a warning to the user before disconnection would be unfair.” Chambers Ireland further suggested that “ComReg should push for providers to give daily reminders to users for a minimum of 3 to 5 days before disconnecting services. This is a common practice in various countries.”
- 1.362 According to eir, “each consumer case may be approached differently given the sensitive nature of disconnections for non-payment. The ‘flattening’ effect of having to provide set periods will have unintended consequences of impacting on operator’s flexibility to deal with the individual circumstances of individual customers. ComReg should allow providers to provide their own relevant information on this commitment area.” eir also stated that “providing information on timelines for non-payment and contact steps that may impact consumers is more useful than minimum notice periods.”

**Duplication of information**

- 1.363 While Tesco Mobile “agrees with the overall concept of publishing a Charter that makes available information around every aspect of the customer service and customer supports that are available,” they state that “where information is already available and or required to be available to customers,” they ask that duplication is avoided where possible “ and the option is available to “refer customers to where this information can be found by providing direct links to the applicable information.”
- 1.364 eir submitted they “already provide information to consumers in a clear and detailed manner on what happens if consumers do not pay their bills,” information which is available on their website.

**Business customers**

- 1.365 According to eir “for business or not-for-profit customers, procedures concerning disconnection and non-payment may be subject to contractual agreements which contain standard commercial confidentiality clauses, so this is not possible to disclose.”

**Information overload**

- 1.366 Three reiterated its view that Charter runs the risk of becoming unreadable due to its size and complexity, particularly for multi-play Service Providers with different operational practices and support channels across its customer segments.

## 1.15.2 ComReg response

- 1.367 Having considered the responses to Consultation 23/14, ComReg has revised its preliminary views regarding the section “Disconnection policy”, as set out in the Further Consultation and Draft Decision.
- 1.368 ComReg proposes not to include a section on “Disconnection policy” noting the focus of the Charter is on key information that customers need and to where there is greatest evidence of poor customer outcomes. ComReg notes the lower overall levels of issues (queries and complaints) it currently receives regarding disconnection due to non-payment of bills compared to matters arising relating to other areas of customer service.<sup>55</sup> Further to comments received regarding information overload for customers, ComReg seeks to ensure that the Charter is focused on key information to create transparency that would support customers in making a better and more informed choice about the most appropriate provider for them and has decided to remove the section on “Disconnection policy”.

## 1.16 Consultation 23/14 – question 16 (Switching services)

- 1.369 In Consultation 23/14, ComReg proposed the switching section of the Charter shall include information such as key rights on switching (Regulation 90), returning terminal equipment and unlocking handsets (including payment of residual fees and timelines to unlock a mobile device. ComReg then asked the following question:

*“Do you agree with the proposed Charter content around switching services? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.16.1 Respondents’ views

- 1.370 Three respondents (Virgin Media, Prepay Power and Sky) agreed with ComReg’s proposals around switching services. Chambers Ireland disagreed with the proposals while a number of respondents raised the following issues:

#### **Prescription and duplication of information**

- 1.371 Vodafone “agreed with the section” however, they also stated that “prescriptive text is not required.”
- 1.372 Tesco Mobile agreed “with the overall concept of publishing a Charter that makes available information around every aspect of the customer service, including switching and customer supports that are available.” However, they went on to state that “where information is already available and or required to be available to customers,” duplication should be avoided “where possible and just refer customers

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<sup>55</sup> [ComReg Consumer Care Statistics Report Q3 2024](#)

to where this information can be found by providing direct links to the applicable information.”

- 1.373 Imagine acknowledged that “establishing robust mechanisms to facilitate 'switching' is a crucial element when it comes to building consumer confidence in the switching process and indeed the market as a whole.” Imagine added they “have invested significant time and resources to ensure the successful implementation of this approach, actively participating as members of the industry forum that shaped the IPM/Vendor solution for FNP.” In addition, they noted that they are “currently members of an industry subgroup working towards a comparable process to facilitate IASS.” They finally state that they “broadly support the switching objectives outlined in articles 90 and 91.”
- 1.374 eir stated that “several of the proposed Charter provisions mandate the publication of information in the customer charter in relation to switching, where obligations already exist pursuant to Article 102 of the Code, to provide this information in their consumer contracts.” eir further added “it is not clear how imposing such additional, more prescriptive information requirements relating to issues like switching already covered by Article 102, complies with the stipulation in Article 101 of the Code not to set different levels of protection for matters covered by Article 102.”
- 1.375 Three reiterated its view that Charter runs the risk of becoming unreadable due to its size and complexity, particularly for multi-play Service Providers with different operational practices and support channels across its customer segments.

### **Service level agreements**

- 1.376 Tesco Mobile commented on the provision of information around the unlocking of handsets, stating that “with regard to providing an SLA on issuing unlocking codes, this would pose a significant challenge for MVNOs and smaller operators that may not have direct access to the handset manufacturers.” It further noted that “there is an unlevel playing field in this area” and that they “agree that there should be transparency around average expected timeframes to receive an unlock code but imposing any minimum SLA would pose a significant challenge and unnecessary burden on smaller players.”

### **Inclusion of additional information**

- 1.377 The CCPC pointed to their research which found that three quarters of consumers shopping around for broadband and mobile phone services refer to information on provider websites to inform their choice and that large proportion of consumers will seek market alternatives if they experience poor service or price increases. It added that non-switchers in regulated markets stay loyal to their current provider as they are concerned that switching will create more problems, they are less likely to seek information online and more likely to engage with providers by phone.

- 1.378 Based on this (CCPC's) research, "this suggests that a downloadable Charter, prominently displayed on provider websites, which promotes competition on quality of service, could aid more consumers in deciding to switch." They added "as it is intended that customers would consult the Charter when choosing a new, or switching to another provider, ComReg should consider including a link to its online comparison tool in the Charter, to raise awareness amongst customers of the assistance which the website offers in helping them to choose the provider which best suits their needs."
- 1.379 Chambers Ireland stated that they "do not agree with the proposed Charter content around switching services. Even if it makes up for only 8% of the reported issues, it is still a significant problem," and they think that "not enough research has been done on what the customer key rights should be around switching." The respondent suggested that "ComReg should conduct market research to figure out what other issues customers are facing when it comes to switching, besides delays, issues in accessing handset unlocking codes, and customers losing their numbers when switching mobile providers."

## 1.16.2 ComReg response

- 1.380 Having considered the responses to Consultation 23/14, ComReg has revised its preliminary views regarding the section 'switching', as set out in the Further Consultation and Draft Decision. ComReg proposes not to include a section on "Switching" noting that Providers of IAS or number-based ICS ("NBICS") are currently required to comply with Regulation 90 of the ECC Regulations in the case of switching and/or number portability. ComReg notes that information on returning terminal equipment for IAS and unlocking handsets for mobile devices are already available to customers as part of information requirements for contracts.<sup>56</sup> ComReg also highlights provisions mandating the publication of information, where obligations already exist such as those pursuant to Regulation 90 of the ECC Regulations.<sup>57</sup>
- 1.381 In addition, service providers now have new compensation obligations with respect to specified failures relating to switching and porting<sup>58</sup> including, the obligation on providers to prepare and publish a compensation scheme. Therefore, it is ComReg's view that it would be beneficial and useful for end-users that Relevant Service Providers include information on compensation for switching and porting in a Charter

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<sup>56</sup> Pursuant to Regulation 87 of the ECC Regulation.

<sup>57</sup> As set out in ComReg's Regulatory Guidance on Title III: End-User Rights of the European Electronic Communications Code: Inter-operator processes – principles to facilitate end-user rights to switch internet access services, providers should ensure information provision and communication during the switch is used for effectively processing a switch. In additions, ComReg provides consumer information and advice on switching broadband and mobile providers on its website. See [Switching Providers | Commission for Communications Regulation](#).

<sup>58</sup> Pursuant to ComReg's Decision D01/24 ("D01/24") [ComReg-2401.pdf](#). ComReg is currently consulting on end-user compensation for Missed and Delayed Service and Installation Appointments (MDSIA).

through appropriate use of links in the Compensation section creating awareness of such information, supporting a ‘one stop shop’ for information.

## 1.17 Consultation 23/14 – question 17 (Other areas)

1.382 In Consultation 23/14, Section 6.9 sought input from providers (i.e. ‘Any other information’) beyond the seven key customer services areas that may be relevant for inclusion in the Charter. ComReg asked the following question:

*“Are there any other areas and/or content you think should be included in a Charter? If yes, please explain and provide specific suggestions.”*

### 1.17.1 Respondents’ views

1.383 Three respondents (eir, Prepay Power and Chambers Ireland) stated that they do not consider that any other areas or content should be included in the Customer Charter.

1.384 Three reiterated, in line with comments they made to other questions in its response to Consultation 23/14, it believes that “taken as a whole the breadth and depth of items that ComReg proposes to be included in the Charter run the risk that the Charter document becomes effectively unreadable due to its size and complexity.” In this context, they believe that “including additional areas in the Charter would further exacerbate this issue.”

#### **Additional information**

1.385 Tesco Mobile commented that they believe “the Charter should also include information relating to Premium Rate Services to effectively advise that these are third party services and provide direct links to the information already available.” In addition, Tesco Mobile stated that “the Charter should include direct links to important and useful information, for example relating to Child Protection and Nuisance Communications.”

1.386 Virgin Media suggested that providers should have the option to enhance the Charter introductory segment and other aspects of the Charter where they see a benefit for their customers. In their response to Question 6 (which they refer out to in responding to Question 17), they suggest to “consider that addition to the proposed specified introductory content, an option to include an initial brief free style short segment would enhance the introductory section of the Charter. This is important as it gives Providers the opportunity to convey relevant information about the business, its commitment to its customers and underpins the work purpose objective as an overview.”

1.387 Virgin Media also submitted that “ComReg could allow Providers greater flexibility to

explain why a commitment is not given. Providers for example could explain why they do not give a commitment in a more meaningful and customer friendly manner. For example, using language such as, “In this instance/due to/we are currently working on .... we are unable to provide a specific/exact...response time”.”

- 1.388 Vodafone noted that the ‘Any other information’ category is limited to one heading and that “an operator should be free to include numerous headings if they are valid service commitments to customers that do not fall within the [seven mandatory] categories above.”

### **Accessibility**

- 1.389 ComReg also notes the views of the CCPC and the National Disability Authority regarding the issue of accessibility. One of those respondents stated that they support “ComReg’s proposals that the Charter should be written in plain English, and that it should be made accessible to all end-users following relevant guidelines.” The other respondent noted in particular “the importance of a universally designed customer charter, which takes the needs of persons with disabilities into account cannot be overstated.” They went on to state that “communications play a crucial role in empowering people with disabilities to participate in everyday life and the activities of their communities. Ensuring that the design and implementation of a communications infrastructure takes the needs of everyone into account is considered crucial to the ongoing inclusion of persons with disabilities in education, employment, and leisure activities, and to enable all individuals to engage in active citizenship. The capacity to participate in conversations with friends and family, to engage in retail activities, to watch a show on a streaming-service or to conduct medical transactions, using universally designed devices and communications infrastructure facilitates greater independence for persons with disabilities and older people.”

## **1.17.2 ComReg response**

- 1.390 Having considered the responses to the question of whether there are any other areas and/or content stakeholders think should be included in a Charter, ComReg maintains the preliminary view that such an optional eighth category (Any other information) should be included at the end of the Charter. This includes information not already captured under the seven mandatory categories, providing flexibility for Relevant Service Providers who wish to include relevant and additional information or commitments to the benefit of customers.

### **Information overload**

- 1.391 ComReg notes the point raised in relation to the document becoming “effectively unreadable”, but points to the fact that this optional category gives flexibility to providers who may have relevant information to provide to customers on their

customer service not captured under the seven mandatory categories. ComReg has not proposed to limit the length of a Charter to a specific number of pages but is of the view that the Charter be as concise as possible. ComReg proposes to limit the general information requirements on providers to select Charter sections containing general information more usually available to customers on contacting customer care and about a provider's policies in respect of customer service. Providers are offered flexibility to include other additional content relevant to their own policies and procedures in the section "Any other information". In light of ComReg's revised approach regarding flexibility and the focus on transparency it would not be for ComReg to determine a specific page limit and in any event ComReg remains of the view that the Charter should be as short and concise as possible.

1.392 As noted in section 5.5.3 (Other form requirements) of Consultation 23/14, there is a balance to be struck between a Charter being a 'one stop shop' and becoming an overly lengthy document that customers are dissuaded from reading. ComReg is of the view that while the Charter should be as short as possible, focussing on key information that customers need in order to understand the level of customer service they can expect from their provider, there is also scope for other relevant information to be included under the "Any other information" optional category.

1.393 ComReg also notes that another respondent (CCPC) to the Consultation, stated that "it is important that providers are permitted to include any other customer service commitments they wish to make, outside of those prescribed by ComReg, in the Charter." The respondent added, "this would ensure that providers who wish to compete on the basis of additional commitments, to the benefit of customers, are not inadvertently dis-incentivised from offering those commitments because they cannot include them within the principal document which a customer is encouraged to consult to understand the provider's customer service levels."

#### **Additional information**

1.394 Regarding the point raised by a respondent in relation to the inclusion of information on Premium Rate Services, Child Protection and Nuisance Communications, ComReg agrees that this is precisely the location in the Charter where such information could be included (i.e. the 'Any other information' section in which any other key information about a Relevant Service Provider's customer service may be included), presuming that the provider considers the information to be relevant with respect to their customer service levels.

1.395 ComReg considers that information relating to Premium Rate Services as well as links to information on child protection and nuisance communications, as referenced by the respondent, can be included in this section, though it is not a specific information requirement for a Charter and is at the provider's discretion to include it in the Charter under the optional Charter section. Furthermore, providers that

choose to give such additional information (including links) under this optional section should do so appropriately and in line with the principles that underpin the form requirements for a Charter, specifically that a Charter is clear, transparent and comprehensible so customers can easily navigate and understand the content.

- 1.396 With respect to the comment on enhancing the introductory segment and other aspects of the Charter where providers see a benefit for their customers, the respondent does not elaborate on what additional information they would like to include (for ComReg to assess) in terms of benefitting their customers. Having said that, under the “Any other information” category, providers may include any other key information about their customer service not already included under the mandatory Charter sections. This should be sufficient to convey specific and relevant information about the provider’s customer service policies and procedures.
- 1.397 On the issue raised regarding the number of headings that can be included in the other content section (i.e. the “Any other information” category), while there is one heading for the category (“Any other information”), ComReg has not limited the information to one topic. Providers have been afforded the flexibility by ComReg to include any other key information about their customer service, though again ComReg would simply note that providers should be mindful of the principle that a Charter is clear, transparent and comprehensible – so customers can easily navigate and understand the content. The policy aim that the Charter should be as clear and concise as possible, focusing on achieving a ‘one-stop-shop’ location to get easily accessible and comparable information on Commitments, compensation and general customer care information relating to customer service policies remains valid.

### **Accessibility**

- 1.398 Considering the two respondents’ submissions as regards accessibility, ComReg maintains the preliminary view that Relevant Service Providers would be required to provide their Charters according to ComReg-specified form requirements including formatting. This approach requires that the Charter is in plain English and accessible for all end-users including those with disabilities, and no respondent disagreed with this. ComReg agrees with the respondent’s comment that the Charter should take “the needs of persons with disabilities into account”. In light of the responses received, ComReg is revising its preliminary views and proposes that an additional mandatory section for “Accessibility” should be included in the revised template Charter form and that a Relevant Service Provider would include a link to their Accessibility Statement, rather than include such information under the “Any other information” section.<sup>59</sup> As addressed above, a Charter containing a mandatory section for “Accessibility” will give information in this regard prominence, achieving a one stop shop location of this information alongside information on customer service

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<sup>59</sup> See ComReg’s response to question 6 in Appendix C.

quality more generally.

- 1.399 ComReg has made clear in its responses above that its policy aim of the Charter is that it should be as clear and concise as possible, focusing on achieving a one-stop-shop of comparable information on customer service quality. Relevant Service Providers should ensure that information included in this optional Charter section is consistent with these Charter aims.

## 1.18 Consultation 23/14 – question 18 (Evaluating performance)

- 1.400 In Consultation 23/14, ComReg proposed that Relevant Service Providers monitor their actual performance against Charter commitments, provide quarterly reporting of actual performance and arrange and pay for an independent audit of the performance report relating to the first quarter of Charters being in effect, and an annual performance report thereafter. ComReg then asked the following question:

*“Do you agree with the proposal that providers report their performance against Charter commitments to ComReg on a quarterly basis, and arrange and pay for an independent audit of performance reports on an annual basis? If yes, please explain why and, if no, please provide specific alternative suggestions.”*

### 1.18.1 Respondents’ views

- 1.401 The responses received are summarised below:

#### **Report performance against Charter Commitments**

- 1.402 Two respondents agreed with ComReg’s proposals regarding the reporting of performance against Charter Commitments. However, a number of other respondents raised three main reasons for disagreement with the proposals:

- The periodicity of reporting
- The burdensome and onerous nature of reporting

#### *The periodicity of reporting*

- 1.403 eir “does not agree that providers report performance against Charter commitments to ComReg on a quarterly basis, or that it must report performance for each calendar month as set out in para 7.15 of the Consultation.” While they acknowledge that “if commitments are required, some level of reporting will be required,” they state that “this should be done on an annual basis at the most.” eir added “there is simply no assessment by ComReg of the objective justification for such frequency, or whether it is proportionate to impose such an extensive regulatory reporting burden on operators.” eir also pointed to the CXi consumer experience survey that ComReg

cited in its Consultation, noting how such surveys are typically published annually and on that basis eir did not see how quarterly publication was justified here.

- 1.404 Sky submitted that ongoing quarterly reporting may be overly burdensome and time-consuming for providers, suggesting bi-annual reporting if an annual audit is conducted. Sky noted it would consider quarterly reporting if no audit is required however, they urged “ComReg to reconsider the proposal and consider the impact on the industry”. Sky added “that the time spent on reporting could be better utilised on other key areas of the business.” Sky also submitted that overall they “are committed to complying with the reporting requirements and will work with ComReg to find the best solution for all parties involved.”
- 1.405 Virgin Media did not agree “that commitments should be reported on a quarterly basis,” as they think “it seems more beneficial to report less often on key KPIs which deliver a clear message for consumers.” The respondent “believes an annual report with key KPIs could add real value here.”
- 1.406 Vodafone stated that quarterly reporting on operator commitments was completely unnecessary “introduces an unnecessary layer of administration and bureaucracy into customer care functions who have a primary objective to deal with customers and resolve any issues arising.” Vodafone proposed “to report yearly to ComReg with a possible initial report to check all metrics are in place and working appropriately.”

*The burdensome and onerous nature of reporting*

- 1.407 According to Imagine the “overhead associated with (the proposed) option (regarding reporting) is overkill... and places a burden on operators that cannot easily be absorbed.” It argued there is an assumption that the reporting measure can be fully automated at marginal cost where in reality it will require significant manual work. It added “It is often the case that the systems stack required to ‘fully automate’ such a requirement is not easily (or at all) implementable – particularly for smaller operators and ComReg appear to have completely dismissed such a situation.”
- 1.408 Tesco Mobile disagreed “with the proposal that providers report their performance against Charter commitments to ComReg on a quarterly basis”. It submitted ComReg already has its Consumer Care Statistics Report to monitor performance of any service level commitments. It added “placing onerous evaluation and reporting requirements on all providers is unreasonable, unjustified, and disproportionate.” Tesco Mobile also noted that “as part of the Charter, it could be advised to consumers that should performance levels not meet those offered, if offered, that it should be reported to ComReg’s consumer team.”
- 1.409 Virgin Media stated that “industry already provides a wide range of reports to ComReg on a quarterly basis at a considerable cost. To the extent that more reports are required these should be developed in a way that is a real add value for customer,

ComReg and the industry generally.” The respondent further added that it has “regular meetings with ComReg’s customer care team and finds these meetings extremely beneficial,” suggesting “that how a Provider is tracking against its Customer Charter might be an agenda item for these meetings going forward.”

1.410 Wiggin LLP said that “the reporting requirements proposed are potentially extremely cumbersome and will add to business costs - and impact businesses should they decide to commit to a given level of quality of service in any of the given areas of the Charter.”

1.411 Three believes that “individualised commitments are not currently commonplace in the market, Service Providers who decide to move to offer such individualised commitments will face issues of seasonality, variable demand, variable resourcing (e.g. during holiday periods) and may make commitments in good faith that will require the underlying support processes and operations to be refined over time in order to consistently meet them. Because of this, (they) believe that any reporting requirement should be deferred for a number of quarters following the initial introduction of commitments.” Three went on to add that “absence of such a deferral would act as a disincentive to the introduction of meaningful commitments as Service Providers would be faced with either setting loose targets until they had sufficient information to tighten them. Alternatively, they would delay introducing them until they had sufficient information to be confident that they could meet them.”

### **Audit of performance reports**

1.412 Two respondents also agreed with ComReg’s proposal that providers arrange and pay for an independent audit of performance reports on an annual basis. The CCPC stated that “for customers to be fully able to trust results (of the performance reports), then a form of independent audit will be required. The CCPC further noted “the view of ComReg in the consultation paper that such audits be conducted annually” and submitted that such a requirement seemed a “proportionate expectation to be placed on a provider.” Chambers Ireland also noted that the choice “of sub-option 3h, where providers are required to arrange for a report to be audited once a year is suitable and adequate.”

1.413 Regarding criticism of the proposal around auditing, three respondents simply stated their disagreement, with Imagine stating that “the audit requirement adds little or nothing to the concept of a Charter and appears to be for regulatory benefit alone without any material consideration given to the costs and benefits associated with such an obligation.” Vodafone commented that “operator commitments do not require independent audit as at present operators are required to provide weekly network data, quarterly revenue and subscriber data, biannual reports on roaming and they engage on customer complaints data much of which ComReg publish and none of which requires audit.” Vodafone added “if ComReg has concerns that an operator is

reporting inaccurately then it has the power to intervene.”

- 1.414 The primary issue raised by respondents concerned the requirement for providers to pay for an independent audit. This, according to respondents was disproportionate and burdensome. eir stated that “it is a disproportionately expensive obligation in circumstances where no evidence at all is provided in the consultation to justify why the provision of the information by the operators themselves is not adequate.” eir added “ComReg has not fully considered auditing requirements for business customers, and some customers may have these in place already.” eir continued there “could be some duplication of reporting where bespoke customer reports include some customer service level information.”
- 1.415 Three commented that the “requirement to have systematic and periodic independent audits of the performance report carried out by every Service Provider in scope of the obligation is not justified or proportionate.” According to Three, “in seeking to mitigate a hypothetical, unquantified risk ComReg is proposing to impose real and actual costs on each individual operator without considering alternatives.” Three further added “ComReg has failed to assess the likelihood of this risk (misreporting) crystallising, the likely scope or scale of any misreporting, of any impact of misreporting and to balance that against the costs of independent third-party audits.” Three further submitted “ComReg has failed to consider whether publication of performance data would amount to an unfair sales practice under consumer protection law and if so whether this is a sufficient constraint to ensure accurate reporting.”
- 1.416 Virgin Media stated that the “costs of employing an independent auditor and the resource liaison effort involved on an on-going perpetual basis is an unnecessary burden for Providers, unless there is a clear market failure that ComReg identifies that needs to be addressed.”
- 1.417 Wiggin LLP submitted that to ask that “providers arrange and pay for annual independent auditing of their performance report - is a burdensome and costly task for business” suggesting an alternative and “more proportionate approach be taken, requiring, for example, enabling ComReg to request (in relation to complaints raised) that providers submit statistical data on their performance to ComReg, and ComReg to require that such data be signed off by senior management and then assessed by ComReg to evaluate whether quality of service has improved, and the expected benefits of the Charter realised.”

## 1.18.2 ComReg response

### Reporting performance against Charter Commitments

- 1.418 In light of the analysis conducted, ComReg is maintaining its preliminary view that quarterly reporting on actual performance against Charter Commitments is

necessary, appropriate, proportionate and justified to ensure Relevant Service Providers are held accountable in respect of any specific level of customer service they offer their customers and accountable for delivering against its Standards, that is, Commitments made (if any) in their Charter.

- 1.419 A Performance Report provides ComReg with the ability to evaluate whether a Relevant Service Provider has implemented their Charter in accordance with ComReg's requirements and that the performance data provided is accurate and fully complete, having followed the relevant definitions, and reporting requirements (the Draft Data Dictionary and Reporting Template at Schedule 3).
- 1.420 The performance evaluation informs ComReg as to a Relevant Service Provider's performance against the Standards (Commitments) set out in its Charter, and in doing so also allows ComReg to assess the accuracy and reliability of the Relevant Service Provider's performance results.
- 1.421 Regarding the periodicity of reporting, in its draft RIA,<sup>60</sup> ComReg has weighed up the benefits of more regular reporting (i.e. frequency of reporting would act as a stronger incentive for providers to deliver on their Charter commitments, as any poor performance would be more noticeable with a shorter reporting timeframe) and the costs (i.e. the more frequent the reporting, the greater the cost to providers, predominantly in the time needed to verify reports and sign off internally).
- 1.422 With respect to the burdensome and onerous nature of reporting, the comments received suggested that the cost, time and resourcing involved in carrying out quarterly performance reporting will be burdensome and onerous in nature. Given that this is a new regulatory measure, ComReg's RIA acknowledges that performance reporting will require providers to commit additional time and resource to the task, and more frequent reporting would likely have a greater cost to providers compared to less frequent reporting. However, once that process is set up to enable automated reporting (supported by the Reporting Template at Schedule 3), the incremental regulatory burden on providers of generating ongoing reports would be minimised.
- 1.423 ComReg disagrees with the comment provided by one respondent regarding the "method available to (ComReg) via its Consumer Care Statistics Report to monitor performance of any service level commitments." That report consists of statistics relating to consumer and end-user contacts to ComReg's Consumer Care function which includes the number and type of contacts received, and consumer complaints managed, every three months. It does not measure the standards achieved by Service Providers against service level commitments. Amongst other things, the Reporting Template is designed to capture performance against the Standards for

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<sup>60</sup> As set out in chapter 8 of Consultation 23/14 and Appendix B of the Further Consultation and Draft Decision.

the purposes of comparability, which neither ComReg nor consumers have in the format currently proposed. Regarding the other point mentioned by the respondent, consumers who have an issue with a provider's performance are not precluded from reporting it to ComReg's consumer care team.

- 1.424 Regarding the comment received that performance reporting should be “a real add value for customer, ComReg and the industry generally,” ComReg considers that for the customer and ComReg alike, the “add value” of quarterly performance reporting is to allow for a regular evaluation by ComReg of how providers' actual customer service levels meet (or otherwise) the Commitments offered to customers in the Charter. Similarly for industry, more frequent quarterly reporting allows providers to observe how their competitors meet the Commitments expressed, thus acting as a spur/driver for a more competitive dynamic.
- 1.425 While ComReg acknowledges that more frequent reporting will lead to an increased cost burden to providers, respondents, when highlighting that same point, have not offered any supporting evidence that such increased costs will be, as one respondent stated, “overkill” or overly onerous.
- 1.426 ComReg's revised proposal in relation to Commitments offered and the articulation of levels of quality of customer service on the basis of a range and not at the individual level as highlighted in response to question 5<sup>61</sup> should, in ComReg's view, allay the request for a deferral on performance reporting.
- 1.427 As also addressed in question 2 above, ComReg considers that evaluating providers' actual performance against their Charter Commitments is a key part of achieving our statutory objectives and the objectives for the Charter. In the absence of a regular evaluation of performance, there is a risk that providers could offer Charter Commitments without backing them up with appropriate efforts to deliver on those Commitments.
- 1.428 In light of the analysis conducted in section 7.3 of Consultation 23/14 and the draft RIA,<sup>62</sup> striking an appropriate balance between delivering on the transparency objective for the Charter, while being mindful of any ongoing burden on providers, ComReg is maintaining its preliminary view that Relevant Service providers should report on a quarterly basis.

### **Audit of Performance Reports**

- 1.429 ComReg notes submissions made by respondents with respect to the audit of Performance Reports, amongst other things, in relation to the disproportionate and burdensome nature of the requirement for Relevant Service Providers to submit to

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<sup>61</sup> See section 1.5.2 above.

<sup>62</sup> As set out in chapter 8 of Consultation 23/14 and Appendix B of the Further Consultation and Draft Decision.

audits and also the cost of having to pay for a recurring mandatory independent audit. Accordingly, ComReg has decided to revise its proposal so that following the independent audit of the first Performance Report, (“the initial audit”), a Relevant Service Provider can provide sign off of the Performance Report by a Senior Officer of the Company (in the form set out by ComReg in Schedule 4, Appendix A) in lieu of a statement from an independent Auditor.<sup>63</sup> The ComReg-specified Form for sign-off will provide consistency and comprehensiveness (if providers choose the option of sign-off by an Officer of the Company) in the approach across those providers that utilise that option and safeguards customers and providers alike.

- 1.430 ComReg does not accept submissions that an audit has been proposed for regulatory benefit alone. ComReg considers that an audit would play an important role in ensuring the accuracy of Performance Reports i.e. that the underlying data used to generate the Performance Report has been appropriately identified and captured and is reliable and that the report has been completed using the relevant definitions and reporting requirements (the Draft Data Dictionary and Reporting Template at Schedule 3). An audit will help ensure accurate reporting and support customer trust, as ComReg will receive performance data and review and compare the data submitted, thereby giving consumers confidence that the information published in Charters (and measured performance reported to ComReg) is reliable. An audit will also address the risk of any skewing of competition by incorrect reporting of performance. ComReg notes the CCPC’s submission that “a requirement that providers have their performance reports audited once a year seems a proportionate expectation to be placed on a provider.”
- 1.431 Regarding the comment that ComReg does not require audits of other data collection processes (weekly network data, quarterly revenue and subscriber data, etc. as cited by the respondent), evidently these are separate requirements to the Charter, the focus of the Charter is on transparency. The data requests mentioned are ongoing and have been developed over time. The Charter is a new measure responding to, as set out in section 3.1 of the Consultation 23/14, the identified lack of transparency of customer service quality in the market and a lack of existing commitments by providers. ComReg has not collected data on performance against Charter Commitment from providers previously and wants to ensure, by utilising an audit, that the performance data is reliable and verified, and that customers can therefore rely on the information published in Charters and trust the measured performance, while safeguarding customers and providers alike.
- 1.432 On balance, having taken account of responses specific to the auditing of Performance Reports, ComReg maintains its preliminary view that an audit of the first Performance Report (i.e. the Performance Report submitted subsequent to the publication of the initial Charter) is necessary. However, ComReg has decided to

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<sup>63</sup> Section 38(4) of the 2023 Act allows ComReg to specify form and manner of the Performance Report.

allow, in subsequent years, sign-off by an Officer of the company in lieu of a statement on the Performance Report by an independent auditor.

## 1.19 Consultation 23/14 – question 19 (Performance reporting)

1.433 In Consultation 23/14, Section 7.4, ComReg provided reasons for the proposal that Relevant Service Providers use a Data Dictionary and Reporting Template (Schedule 3 containing the Data Dictionary, which is an Excel workbook containing a data dictionary and reporting template) when measuring and reporting their performance against standards in the Charter. ComReg proposed how the Charter commitments (in the data dictionary) should be defined and measured and how performance against those commitments should be calculated and measured. ComReg also proposed Relevant Service Providers should submit a performance report each quarter using the template reporting form provided. ComReg then asked the following question:

*“If you have any specific comments on ‘Schedule 3: Customer Charter Data Dictionary and Reporting Template’ published alongside this consultation (summarised in Table 2), please provide these in response to this question”.*

### 1.19.1 Respondents’ views

1.434 Responses to this question were mixed. The following comments were received in support of ComReg’s approach with respect to performance reporting:

- Three noted that the “data dictionary aligns with the proposals for the Charter content.” They believe that “precision in the definition of the metrics is welcome (for example, the start and stop conditions for timers) and allows for consistency of reporting and comparability across operators.”
- Imagine acknowledged the “goal of having a degree of similarity in the way that providers’ Charter commitments are defined and measured and that performance against those commitments is calculated and expressed in a similar way, to ensure a degree of comparability between different providers.”
- The CCPC commented that “providers should monitor how they perform against the Charter and should report this to ComReg.” The respondent was also of the view that “making providers accountable is important to ensure that they meet their commitments.”

1.435 Other respondents disagreed with ComReg’s approach, summarised under three different themes.

1.436 Regarding the difficulty of implementing the data dictionary approach:

- One respondent considered that “it is important to consider the challenges that may arise when implementing this proposed reporting template.” Specifically, they stated that “challenges include technical difficulties (e.g., difficulties in separating and comparing data), resource implications (e.g., reporting requirements which are demanding and costly to implement), and operational complexities (e.g., difficulties in finding a standardised / ‘one-size-fits-all’ approach to reporting).” The respondent asked ComReg to “consider the practicality, technical aspects, and resource implications of the proposed reporting requirements to ensure effective reporting across the industry.”
- Vodafone submitted “the data dictionary approach is highly technical and introduces unnecessary complexity into the project.” It added “it will be extremely difficult to train out and maintain over time.” It also notes that “if it is an objective that ComReg would present comparable and publishable information this is not made clear.” Vodafone urged that “this should not be the objective – at least in Phase 1. Phase 1 of this project should focus firstly on operators making their own Charters live and operators presenting a simple report into ComReg as a once off and then on an annual basis.”

1.437 With respect to the prescriptiveness of the data dictionary:

- eir considered that “ComReg setting the measurement units such as seconds or minutes is far too prescriptive, [and they failed] to see the value it adds both in the reporting template and in the information provided to consumers in the charter.” eir continued “the requirement for providers to give call answering times in ‘seconds’ will likely make it more complicated for a consumer to interpret call answering times, than measurements in minute units.” eir further submitted “ComReg has accounted for different consumer level reporting by suggesting new lines are used but it has failed to consider differences across the specified groups of relevant customers e.g. microenterprises” adding that the “reporting for business customers, small enterprise, microenterprise or not-for-profit, will also need to be aligned to a generic set of values as service is not the same across all eir evo customers.”
- Imagine submitted that “it should be ensured that the definitions in the Data Dictionary take account of the different nature of the providers and services they provide in order not to distort the relative performance of, for example, different types of technology, in such a way as to unfairly promote or create an advantage to certain providers.” It added that the definitions in the data dictionary “should reflect the most appropriate calculation of time e.g. working hours/days instead of clock hours which would be an inappropriate measurement.”

- Virgin Media pointed out that they do not agree with the proposed commitment reporting metrics format for some customer service categories.

1.438 Regarding the disproportionate and onerous nature of the reporting requirements,

- Wiggin LLP noted that “ComReg’s proposed Evaluation and Quarterly Reporting Performance Requirements against Charter Commitments are unduly onerous” and will, combined with the audit requirement, “add to business costs and impact businesses should they decide to commit to a given level of quality of service in any of the given areas of the Charter.”
- Tesco Mobile submitted that “placing onerous reporting requirements on all providers is unreasonable, unjustified, and disproportionate.”

## 1.19.2 ComReg response

1.439 Overall, ComReg maintains its preliminary view that a Data Dictionary and Reporting Template are necessary, for the reasons set out in Consultation 23/14. However, given the revised preliminary views set out above, particularly with respect to the Charter form (Appendix A - Schedule 1) and the form requirements for completing the Charter template (Appendix A – Schedule 2), ComReg has decided to also revise aspects of the Data Dictionary and Reporting Template in order to reflect the changes made to the Charter Template form and the instructions for completing the template.

1.440 ComReg has considered the responses made as regards the difficulties around the implementation of the Reporting Template for providers. ComReg is of the view that the revised Reporting Template, incorporating menus for row headings such as category and timeframe intervals, will ensure performance reporting can be “trained out and maintained over time”. The inclusion of an Example Reporting Template<sup>64</sup> (to be read as an illustration of a Performance Report against the sample Customer Charter<sup>65</sup>) provides clear illustration as to how Relevant Service Providers should complete the Reporting Template against their own respective Charters. ComReg acknowledges that there will be some implementation time required, however, ComReg is also of the view its proposal to give Relevant Service Providers a period of three months from when the response to consultation and final decision is issued, for providers to provide the Charter and allow a five-month period from publication of a Charter to generate a Performance Report on any Charter Commitments offered is sufficient. It would overall give an eight-month period from the effective date of the Decision in respect of measuring, auditing of performance and reporting to ComReg.

1.441 Regarding standardisation, this is what ComReg has sought to achieve by being prescriptive and setting the metrics to allow for comparability. ComReg considers that these changes continue to ensure that (i) providers’ Charter Commitments are

<sup>64</sup> See tab 6 of Schedule 3, Appendix A.

<sup>65</sup> See chapter 2 of the Further Consultation and Draft Decision.

defined and measured in the same way, and that (ii) performance against those Commitments is calculated and expressed in the same way, thereby aiding comparability between providers across the customer service levels offered.

- 1.442 While there was criticism for the “highly technical and... unnecessary complexity” of the data dictionary etc., ComReg points to the respondent comments expressed in support of the precision in the data dictionary. When providers report performance data against those Commitments, it will enable ComReg to monitor and evaluate service providers’ actual performance in relation to any Charter Commitments they give.
- 1.443 ComReg notes the responses made in relation to setting measurement units. In the Data Dictionary, ComReg uses seconds, minutes, clock hours and working days, depending on the specific metric. In the instance where seconds is used – the amount of time taken for a call to be answered when an end-user calls a provider – ComReg applies the ETSI standard, thus providing this as the rationale for the measurement unit applied. ComReg would also note that the longer the time taken to answer the call, the greater the number of seconds that must be reported. The number of seconds taken for the call to be answered is very precise (down to the second by its very definition), while the number of minutes taken for a call will be to a period of sixty seconds.
- 1.444 However, in response to the concern that consumers may have difficulty interpreting measurement units set out in the Data Dictionary and mirrored in a published Charter, ComReg proposes to simplify the Charter (note, for example the call answering time metric), so that, for the ease of understanding by end-users, Relevant Service Providers are required to complete the Charter (for this metric) using the minute(s) equivalent of the call answering time, defined in the Data Dictionary using seconds.
- 1.445 ComReg has taken account of a comment raised by a respondent around the different nature of the providers and services they provide such that the relative performance of different types of technology do not unfairly promote or create an advantage to certain providers. Relevant Service Providers have the flexibility to offer any Commitments and report performance on the same, irrespective of the underlying technology. ComReg’s revised proposal means that there are various options for how a Relevant Service Provider could articulate and tailor such Commitments (if any) to their own specific business operations.
- 1.446 Relevant Service Providers should indicate the name of the service in their Charter, as instructed in Schedule 2 (Requirements for Completing the Customer Charter Template), to ensure end-users are informed as to the Commitments expressed by a provider for the relevant service. The intention is effectively a technology neutral approach.

1.447 The options set out by ComReg in its draft RIA (Appendix B) considered the cost of generating Performance Reports. ComReg acknowledges that there will be an initial cost to set up the process in order to enable automated reporting, however, once the process is in place, ComReg anticipates the incremental cost of generating ongoing reports will likely be lower, supported by the use of the Data Dictionary and Reporting Template when measuring and reporting performance against Standards in the Charter.

1.448 The following summarises the revised aspects of the Data Dictionary and Reporting Template:

- Tab 3 (Data Dictionary) has been revised in order to reflect the changes made to both the Charter Template (Schedule 1) and the requirements for completing the Charter Template (Schedule 2).
- Some of the original metric definitions as set out in Consultation 23/14 are revised, including, Metric A1 (call answering time) and in relation to refund method and time defined.
- The revised Data Dictionary now includes detailed reporting instructions for Timeframe, Commitment percentage (both related to Schedule 1) and Performance (related to the Reporting Template).
  - Timeframe and Commitment percentage relate to the new proposal that providers are offered a range of timeframes from which they must express a percentage level of service Commitment.
  - Performance relates to how providers should express their actual performance against the Commitment as set in the Charter Template.
- Tab 4 (Reporting Template) has been revised to reflect the Category, Timeframe, Commitment percentage and Performance approach set out in the Data Dictionary. Furthermore, ComReg has now included dropdown menus for each of the row headings in the spreadsheet (with the exception of Provider (i.e. the provider's name) and Service (the type of service that the reporting applies to, for example Fixed, Mobile or All services that the provider offers)).
- Tab 5 (Categories) is a locked spreadsheet, which sets out all of the data elements that can be used in the dropdown menus for the Reporting Template.
- Tab 6 (Example Reporting Template) is an illustrative example of what a Reporting Template may potentially look like and corresponds to the Sample Customer Charter template published in ComReg's Further Consultation and

Draft Decision, i.e. is completed to reflect how a provider could complete its performance report if it submitted the sample Charter.

1.449 The revised aspects of the Data Dictionary and Reporting Template amend the way (i) Charter commitments are measured and (ii) how performance against those Commitments is calculated and expressed. ComReg considers that the revised aspects of the Data Dictionary and Reporting Template, as set out above, are both necessary and appropriate in light of the analysis set out in Consultation 23/14 and ComReg’s revised preliminary views.

1.450 ComReg maintains the view that the precision, welcomed by some respondents to Consultation 23/14, with which the revised aspects of the Data Dictionary and Reporting Template have been presented for further consultation, assists providers in completing both the Charter and the Reporting templates. Overall, this is to the benefit of customers and providers alike as this precision will help to create transparency around the level of quality-of-service providers offer and mindful of proportionality.

## 1.20 Consultation 23/14 – question 20 (Regulatory impact Assessment)

1.451 In chapter 8 of Consultation 23/14, ComReg set out its draft RIA on the proposals for implementing a Charter. In its assessment, ComReg considered the effect, on stakeholders and competition, of the proposal to require providers to prepare, publish and keep updated a Charter. ComReg also considered the scope of the options open to it regarding requirements for implementing the Charter, across each of the policy decisions proposed in the Consultation. ComReg then asked the following question:

*“Do you agree with ComReg’s Regulatory Impact Assessment and the preliminary conclusions as set out? If yes, please explain why and, if no, please provide specific alternative suggestions particularly with respect to the benefits and costs identified, including any evidence to support quantifying such benefits and costs.”*

### 1.20.1 Respondents’ views

1.452 The CCPC welcomed the “detailed analysis conducted by ComReg in the RIA.” The CCPC submitted the “assessment clearly demonstrates the need for a Charter and by focusing on the potential industry, customer and competition impacts, it will be helpful in determining the correct options to choose and the necessary trade-offs that need to be made. The likely impacts are realistic and provide a useful justification for each option chosen.” However, a number of other respondents raised the following specific issues in their response to the question.

#### Duplication of information

- 1.453 eir stated that the “RIA assesses a limited range of options as seen in section 8.3.2 (Overall approach to implementing a Charter), in which the options focus only on implementing a Charter or not, instead of other methods of sharing quality of service information.” eir submitted “such [other] methods could be less of a burden for providers, and provide information more clearly and with less duplication for consumers such as adding more information to provider websites if required.”

### **Business customers**

- 1.454 Three submitted that ComReg failed “to assess whether there are other mechanisms to address the transparency issues highlighted by the market research. The approach taken by ComReg of simply reading across identified issues in the consumer space into the business space means that ComReg cannot properly assess whether its proposed interventions in respect of the business segment are warranted or will be effective. This is perhaps illustrated by failing to consider that businesses have forms of access to information not available to consumers (for example via account management channels etc).” Three added that “ComReg has used a broad-brush approach in assessing which business segments to include with the scope of the obligation without considering whether this segmentation is appropriate to address the identified issues, for example the inclusion of very large scale of not-for-profit organisations who clearly will not be dealing with Service Providers in the context of the Charter.”
- 1.455 eir noted that ComReg based “the benefit or need for the Charter to address microenterprises, small enterprises and not-for-profit organisations, on the bargaining power of these end-users, overlooking practicalities such as contractual obligations regarding quality-of-service levels and that some not-for-profit organisations are large organisations.” eir further stated that “ComReg has failed to provide evidence to justify introducing a Charter measure for the specified end-users, again failing to meet statutory requirements.”
- 1.456 Wiggin LLP submitted that while “ComReg notes at para 8.73 of its Draft RIA that the Charter provisions do not stem from key-end user protection provisions in the ECC Regulations (relating to contract information, maximum contract duration and bundles etc) the same approach should not automatically be followed for “other small end-users” (i.e., microenterprises, small enterprises, and not-for-profit organisations) because “it seems appropriate.” It further added that a “specific harm that needs addressing should be identified. Providers across the EU are used to dealing with EECC driven provisions such as contract information, bundles etc as these are a “must do” implementation area for ComReg. In this instance, if ComReg has the discretion to avoid adding further regulatory burden to providers where it is unwarranted, we would ask that it be exercised – in this instance to exclude purely business customers from the scope of Charter requirements unless evidence necessitates this be considered.”

1.457 Wiggin LLP asked “that ComReg’s Impact Assessment be broadened to specifically consider the exclusion of all sizes of business customers from Charter requirements – since... protective measures such as SLAs/customer service commitments are already in place.”

### **100% commitment levels**

1.458 Three stated that while “ComReg did consider the topic of commitments which were not based on 100% targets it did so only partially. It failed to assess whether also allowing the inclusion of performance targets based on less than 100% would still allow for competitive differentiation to the benefit of end users.”

1.459 eir submitted “ComReg has taken a narrow view when assessing the benefits for consumers of using averages and not considering that providers need to use averages to account for circumstances where they cannot control impacts on quality of service, despite recognising (in paragraph 8.94 of the RIA) that providers cannot control all such circumstances.”

1.460 eir also stated that “if averages are not used, providers will have to hire more agents to ensure they can make commitments for call answering times, at all times. Additional agents would not be required, other than to ensure call answering times can be met in a force majeure event, a just-in-case scenario. This unnecessary cost will be passed on to consumers and could be avoided if averages were used. This is an example of the failure to assess the proportionality of the proposed measure, which requires an assessment of the burden that is to be imposed, and whether it is justified by a necessary objective.”

### **Reporting requirements**

1.461 According to Three, “in proposing to impose the cost of third-party audits on operators, ComReg failed to consider alternatives including those it already uses to ensure the accuracy of data supplied to it.” Virgin Media, while not answering Question 20 directly, pointed to the introduction section of their overall response to consultation, where they noted that “it is unclear why ComReg feels each Provider should have an independent auditor reviewing their reports, at least at the outset.”

1.462 eir stated that “ComReg’s conclusion that more frequent reporting will result in greater expected benefits to customers and competition (in paragraph 8.113 of the RIA) is not evidence based. eir added “it is not clear what this expectation is based on or how more frequent reporting would allow customers to better see how a provider is performing against charter commitments and enhance customer trust of the charter.” It further submitted “that there is no guarantee that a customer would want to read the Charter, regardless of the frequency of publication.”

1.463 Sky and Tesco Mobile noted their concerns “with the onerous nature and complexity

of the reporting requirements and that “placing onerous reporting requirements on all providers is unreasonable, unjustified, and disproportionate.”

### **Minimum QoS Standards**

- 1.464 eir stated that “ComReg makes a limited assessment of the costs for providers of implementing Charter requirements.” They state that “ComReg does not consider the cost to providers if ComReg makes changes following the proposed review of the Charter (i.e. the adequacy review phase).”
- 1.465 Imagine completely disagreed with the reservation of the “power to impose Minimum QoS Standards at any time, following an adequacy review.” According to Imagine, “this is overreach at this stage in the process and effectively conflating this consultation in such a manner as to give ComReg further scope to expand this beyond (the proposed) Option 2 without further consultation and appropriate justification is inappropriate and unnecessary.”

### **Providers that charter requirements will apply to**

- 1.466 Vodafone while not answering Question 20 directly, pointed to their response to Question 3 where they noted that “ComReg propose the Charter obligation should be limited to number based ICS and state section 8.4.3 of the RIA sets out the assessment of the options. In section 8.4.3 ComReg confirm that the inclusion of providers of number independent ICS would capture OTT players, such as instant messaging apps, confirming end-users would benefit from access to a Charter and that it would still have positive effects on competition. However, without further explanation, the regulatory requirement is again being limited to the connectivity provider – which demonstrates the consistent imbalance in the regulation of the overall sector.”
- 1.467 Vodafone cited “in the RIA ComReg suggest the imposition of a threshold involves a smaller level of regulatory burden on industry and would be a more proportionate way of targeting regulatory intervention.” In disagreeing with the statement, Vodafone submitted “It is very clear that the regulatory burden imposed through ComReg’s proposed intervention will apply at an individual operator level. The proportionality is specific to each operator and the Charter is proposing a costly and resource intensive level of regulatory intervention especially given a proposed requirement for detailed quarterly reporting.”

## **1.20.1 ComReg response**

- 1.468 ComReg has amended its draft RIA in light of its consideration of responses to Consultation 23/14 and its revised proposals. Where relevant and appropriate, ComReg responds below to the comments summarised above.

### **Duplication of information**

- 1.469 ComReg disagrees with the point raised by respondents that it did not fully consider the options. The options referred to by some respondents, and set out in Consultation 23/14, focus on the implementation of a Charter, as provisions under section 38 of the 2023 Act allow ComReg to introduce a Charter measure without a need to first “demonstrate a lack of availability of the information proposed to be included in the Charter”. The intentions of the legislature are clearly set out in explaining the purpose of a Charter “which will act as a “one-stop-shop” for customers to see the standard of service they can expect from their providers” and will “provide consumers with one easily accessible and comparable place to get information as to the quality of service provided by an operator.”
- 1.470 The respondent’s alternative proposal of adding more information to providers’ websites would not address the issues identified (a lack of transparency of customer service quality in the market and a lack of existing commitments by providers. There is consumer dissatisfaction with overall customer service levels) or achieve the policy aim of a Charter. Regarding “less duplication for consumers”, as ComReg set out in paragraph 8.24 of Consultation 23/14, providers can “set out information that isn’t published elsewhere or could provide (appropriate) links to (relevant) information that a provider already publishes in a different location.” The aim, in terms of the high-level nature of the Charter’s content, is for the Charter to act as a ‘one stop shop’, with customers being able to find key information about relevant aspects of a provider’s customer service quality in one place.

### **Business customers**

- 1.471 Regarding the comment that the Charter exclude all sizes of business customer, in Consultation 23/14 ComReg set out that it was considered appropriate and proportionate to extend Charter provisions to end-users with less bargaining power – i.e. end-users that are microenterprises, small enterprises or not-for-profit organisations. Many of the respondents to the Consultation also agreed that the Charter should address the range of ECS customers that all have a similar weaker bargaining power including microenterprises. Thus, ComReg rejects this suggestion to exclude all sizes of business customer from the Charter. ComReg has responded to submissions regarding end-users required to be included in the scope of a Charter at Question 4. ComReg’s revised draft RIA considers the effect on stakeholders and competition of our revise proposals in light of the responses to Consultation 23/14 and further consideration by ComReg.

### **100% commitment levels**

- 1.472 In this context, ComReg’s revised approach with respect to Commitment levels is set out in the Further Consultation and Draft Decision and ComReg also responds to comments received on this issue primarily with respect to sections 1.5 and 1.10

above. ComReg’s revised draft RIA considers the effect on stakeholders and competition of our revise proposals in light of the responses to Consultation 23/14 and further consideration by ComReg.

### **Reporting requirements**

- 1.473 Regarding the comment received in relation to it being “unclear why ComReg feels each Provider should have an independent auditor reviewing their reports,” section 38(5) of the Act set out that ComReg may “arrange, or require a provider... to arrange, an independent audit or review, paid for by the provider, of the performance of the provider, measured against the standards set out in its Charter.” The Act granted ComReg the power to arrange or require a provider to arrange an independent audit. This provides ComReg the means to verify the accuracy of the data being supplied by providers. ComReg considers that audit would play an important role in ensuring the accuracy and consistency of Performance Reports.
- 1.474 The other comment received questioned whether ComReg considered alternatives to the imposition of the cost of third-party audits on operators. ComReg points to its revised proposal regarding audits of Performance Reports in years subsequent to the first audit, and that analysis is set out above under section 1.18. ComReg’s revised draft RIA considers the effect on stakeholders and competition of our revise proposals in light of the responses to Consultation 23/14 and further consideration by ComReg.

### **Providers that charter requirements will apply to**

- 1.475 On this issue, the respondent highlighted ComReg’s comment in section 8.4.3 of the Consultation’s RIA, where ComReg stated that the “application of Charter requirements to providers over a certain threshold would involve applying Charter requirements to a sub-set of providers of the same type of services. This would involve a smaller overall regulatory burden on industry and would be a more proportionate way of targeting regulatory intervention.” The respondent seems to misinterpret ComReg here – the intent is that relative to the other option (i.e. apply Charter requirements to all providers), the overall burden across the industry is less because providers below the threshold would not be required to publish a Charter.
- 1.476 ComReg has sought to ensure that the regulatory burden of Charter requirements does not have undesirable consequences for smaller providers of ECS and therefore, propose that Charter requirements will be imposed on providers of IAS and number-based ICS, with a market share greater than 0.5%. ComReg’s revised draft RIA considers the effect on stakeholders and competition of our revise proposals in light of the responses to Consultation 23/14 and further consideration by ComReg.