

## Appendix C: Response to Consultation

- 1.1 This Appendix consists of the response to Consultation 23/14 and the response to the Further Consultation. 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 is taken of the merits of the views expressed. It should, however, be noted that the process is not equivalent to a voting exercise on proposals and ComReg has exercised its judgement having considered the merits of the views expressed. However, it is not practical for ComReg to provide commentary on the detail of each individual submission. Non-confidential versions of submissions are published alongside the Response to Consultation and Decision in Appendix D.
- 1.2 This Appendix details ComReg's consideration of the responses and its final positions following Consultation 23/14 and the Further Consultation. Sections 1.1–1.8 below set out the ComReg consultation questions, summary of respondents' views and ComReg's associated responses to the Further Consultation.<sup>1</sup> Consideration is also given to the ComReg consultation questions, summary of respondents' views and ComReg's associated responses to Consultation 23/14, which are detailed specifically in ComReg document 25/05C.<sup>2</sup>

### 1.1 Question 1: Commitments and range of options

- 1.3 Having considered the submissions to Consultation 23/14,<sup>3</sup> ComReg revised certain aspects of its preliminary view set out in Consultation 23/14 in relation to Commitments offered by Relevant Service Providers. In the Further Consultation, ComReg proposed that Relevant Service Providers are allowed further flexibility in articulating information relating to quality-of-service levels offered for specified categories of customer service in their Charters ("Commitments").<sup>4</sup> Furthermore, ComReg proposed revised wording to be used where Relevant Service Providers choose not to offer any Commitments. ComReg set out a sample Customer Charter in chapter 2 of the Further Consultation, to give an example of a Charter, when completed in line with ComReg's specified form and language requirements (for

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<sup>1</sup> Proposals for Implementing a Customer Charter: Response to Consultation, Further Consultation and Draft Decision – [Proposals-for-Implementing-a-Customer-Charter-Further-Consultation.pdf](#)

<sup>2</sup> [Appendix C Response to Consultation 23/14 | Commission for Communications Regulation](#)

<sup>3</sup> [Proposals for implementing a Customer Charter | Commission for Communications Regulation](#)

<sup>4</sup> As defined in clause 2.5 of the draft Decision Instrument "Commitment" 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.

illustrative purposes only).

- 1.4 With respect to Commitments and the range of options available to Relevant Service Providers, sections 1-4 of the sample Customer Charter illustrated the type of responses that a Relevant Service Provider might choose to give when based on ComReg’s revised proposals. Paragraphs 1.9 and 2.7 of the Further Consultation provided a summary of the proposals and rationale with respect to Commitments and the range of options. ComReg asked the following question:

*Do you agree with the proposals in relation to specific Commitments and range of options? Please give reasons for your view and if you disagree provide specific alternative suggestions.*

### 1.1.1 Respondents’ views

- 1.5 There was a variety of submissions received to this question on specific Commitments and range of options. Sky welcomed “the revisions in the current proposal”. Virgin Media agreed “that providing contact channels and response timeframes would benefit customers” and agreed “with the proposed Commitments and range of options save for three specific concerns...”
- 1.6 While Vodafone submitted that it “is appropriate that providers set their own commitments as it ensures flexibility for providers to tailor commitments to their specific business operations while ensuring transparency and comparability for consumers,” they referred to their submission to Consultation 23/14, with respect to the “fixed sector”.<sup>5</sup> Other submissions received on Commitments, in respect of ComReg’s specified form and language requirements, broadly fall under the following themes:
- Consumer transparency
  - Final resolution time
  - Compensation

### Consumer transparency

- 1.7 In the Further Consultation, ComReg’s revised proposals took account of the

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<sup>5</sup> See paragraph 1.283 of ComReg’s Response to Consultation 23/14 ([Appendix-C-Proposals-for-Implementing-a-Charter-Response-to-Consultation-2314.pdf](#)): “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.”

submissions received to Consultation 23/14 that sought a more focused approach to transparency. However, three respondents to the Further Consultation sought further refinement on the form and content of Commitments, raising the following concerns:

- Sky submitted that a “more limited range of commitments would provide clarity and the flexibility to determine their own commitments within the Charter which will lead to greater benefits for consumers. This approach would support healthy competition in the market, as providers would continue to have flexibility to adapt and promote certain customer service standards.” Similarly, Three stated, “that the proposed range of categories in relation to specific commitments remains too large,” and that “in terms of its usability as a service performance comparison tool by end-users Three is of the view that the number of commitment categories would benefit from further refinement.”
- eir submitted “that the Charter proposed is framed as being for the benefit of consumers, however the format required is heavily focused on percentage-based Commitments, which will be effectively meaningless for the average customer and appears to be entirely for the benefit of the regulator from a reporting perspective.”
- eir also submitted that “Service providers must be able to specify under Section 1 of the Charter that Commitments made through any communication channel are only binding if the communication uses the exact contact method stated in the Charter, such as the designated phone number or address (i.e., communications that are made outside of those stated in the Charter are not considered Commitments).”
- eir requested that an “exceptions to Commitments' section is required to cover issues in the event of severe impact from weather etc., such as that recently experienced from Storm Eowyn.”
- Virgin Media submitted that “it is not possible for every Relevant Service Provider, in every circumstance, to achieve 100% of a quality-of-service standard within a specified timeframe. Relevant Service Providers should, of course, aim for 100% and do everything reasonable to achieve 100%. However, exceptional and/or unforeseen circumstances may arise which impact any “business as usual” timeframe.” Virgin Media also stated that “it is not reasonable to structure the Charter in such manner as to indicate that 100% of any metric will be achieved within a certain timeframe, in every case.” They recommended “that Relevant Service Providers be given scope to set an appropriate percentage target.”

## Final resolution time

1.8 In Consultation 23/14, ComReg set out that it may not be possible to fully address the query raised at the initial point of contact. In that case, ComReg also proposed that Relevant Service Providers express a Commitment if offered (in accordance with parameters set by ComReg) for the follow-up response time if a customer's query cannot be resolved on initial contact (query handling resolution time). ComReg proposed a single metric across all channels (phone, email, web form, web chat and post) for follow-up response time, assuming provider query handling processes would not distinguish between the channel the query was raised on, and therefore that the maximum time committed to respond to the customer in would be the same across channels. Having considered the views expressed by two respondents, and further to CCPC's submission (in response to Consultation 23/14) regarding clarity around query response, ComReg proposed a revised wording for the Commitment and metric and placed a focus on a final resolution time for queries under section 1 of the Charter (Contacting us) and "the answer", rather than the time taken to provide "a response". In response to the Further Consultation, the following issues were raised by three respondents in relation to 'final resolution':

- eir expressed the view that "with regard to the Consultation objectives of transparency and comparability, the reporting and auditing structure proposed will not result in reliable comparable indicators, particularly in the context of the subjective measurement of 'final resolution'." Specifically, eir said that "a time-based percentage of final resolutions is problematic. Resolution times will vary significantly based on the issue at hand and the definition of a resolution is not set out in any meaningful way. This metric will not be comparable between service providers."
- According to Virgin Media, "the Final Resolution provision would be overly burdensome for Relevant Service Providers because there is not always a straightforward pathway in terms of how contact channels are utilised by end-users. Complexities can arise in cross-referencing similar issues. For example, a customer might raise a query relating to billing but subsequently raise a similar but separate query on another aspect of a bill; or a customer might raise the same query across multiple channels (e.g. by phone call and email, or by email and web form, etc). In such cases, where a final resolution is given through just one of the contact channels utilised by the end-user, it could be challenging to collate all response data."
- Sky raised a concern "that to accurately report the information related to the commitment on Final Resolutions, significant technical development will be required as this commitment covers all five contact channels and requires the creation of an entirely new query resolution reporting system for every single

query that Sky receives.” Sky also submitted that “this category of commitment is entirely unworkable and should be removed from the Charter. Fundamentally, unlike the other commitments which relate to a single metric of data, this commitment applies across all channels of customer contact, making it extremely difficult to report accurately on. In order for Sky to measure our adherence to any commitment in this area, extensive agent process change, and also technical development would be required to record and then report on the exact moment of every single query resolution. This recording will require a significant amount of agent time, and we do not believe it is proportionate or necessary to inform consumers that on average they may expect a query to be resolved within a certain timeframe. Queries are subjective to each querist and the resolution of same is not always within the control of the operator. Furthermore, the recording of the date and time of resolutions to every single query on a case-by-case basis is also very subjective and difficult to classify and will result in different categorisation across differing operators.”

- 1.9 Three noted<sup>6</sup> that because an in-person channel was included in the final resolution definition, this “effectively expands the contact channels which fall within the ambit of the Charter to include physical retail channels.” Three pointed out that “ComReg has not consulted on this element and has not included consideration of it with the RIA. Absent a detailed consideration of the issues that would be engaged by including these channels at this time the metric should be limited to queries raised via one of the in-scope channels for the charter.”

### Compensation

- 1.10 In Consultation 23/14, ComReg set out that where Relevant Service Providers make Commitments, ComReg considered it was important to also set out what a customer can get, if anything, if that Commitment is not met. ComReg proposed a prescribed sentence in the Charter to allow Relevant Service Providers to include relevant information on any compensation. In the Further Consultation, responding to the submissions to Consultation 23/14 regarding the content of information to be included in a Charter, ComReg proposed the inclusion of an end-user compensation section (section 5). ComReg proposed content, form and language requirements in relation to Charter information on compensation including any voluntary compensation offered by Relevant Service Providers in relation to Commitments (if offered), which it considered would allow customers to get easily accessible and comparable compensation information in one location. In response to the Further Consultation the following comments were raised:

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<sup>6</sup> In their response to Question 4 of the Further Consultation (ComReg 25/05).

- Virgin Media questioned the purpose of the section on ‘Other Compensation you can expect from us’ and sought to align it with the section on Refunds (i.e., section 3). Virgin Media submitted that “Section 5 of the sample Charter purports to do something very different to the other Sections, having regard to the purpose and objective of a Charter as described by ComReg.” According to Virgin Media “there is no category relating to compensation” set out in “section 37(1) of the 2023 Act.”
- In addition, Virgin Media noted that “Section 3 sets timeframes for receiving refunds, where refunds are due, but is silent as to how and when refunds may be due” and expressed the view that Section 5 does something very different “under section 5 as worded, a Relevant Service Provider would not merely commit to paying compensation within certain timeframes where compensation is payable. Instead, a Relevant Service Provider would commit to paying compensation. But paying compensation is a consequence of not meeting a quality-of-service standard, rather than being a quality-of-service standard in and of itself. A Charter should be limited to setting out timeframes in which compensation will be paid if compensation is payable. A Charter is not an appropriate means by which to require Relevant Service Providers to commit to paying compensation.” Virgin Media submitted “that any version of Section 5 should be structured very similarly to section 3.”
- Virgin Media noted “that Schedule 2 of the Draft Decision Instrument indicates that offering compensation is not mandatory” and this would “leave Relevant Service Providers with a choice of two actions: (1) to offer compensation, or (2) to explicitly state that they do not offer compensation.” On this point, Virgin Media submits that “neither action falls within the scope of a Charter having regard to sections 37 and 38 of the 2023 Act” and that “a Charter should be limited to setting out timeframes in which compensation will be paid if compensation is payable.” Virgin Media expressed the view that “It is not an appropriate instrument by which to commit to offering compensation or, conversely, to state that compensation will not be offered.” For these reasons, Virgin Media submitted “that Section 5 of the sample Charter should be removed altogether, or else amended to closely match Section 3.”
- eir submitted that “a section is required to note that any payments made under the Charter are ex gratia payments, such as the following: ‘The payment of compensation shall not constitute an admission of liability, and our normal exclusions of liability as set out in our agreement with you, continue to apply in our dealings with you.’”

## 1.1.2 ComReg response

### Consumer transparency

- 1.11 ComReg has considered submissions received to the Further Consultation that sought to further refine the Charter and the response that suggested to limit Commitments in the Charter. Respondents did not provide any specific objection or rationale to support their submissions; nor did they make clear which Commitments specifically should not be included and the reasons for same. Having regard to the analysis set out in Consultation 23/14<sup>7</sup>, and further to the views expressed and ComReg's consideration of those, it is ComReg's view that it is not beneficial to customers to limit information on the specified Commitments (i.e., customer service response times, connecting a new service, refunds issued, and service outage). As set out in the Further Consultation, ComReg's revised proposals took account of submissions received to Consultation 23/14 that sought a more focussed approach to transparency, user-friendliness and length. The focus of the Charter is to publish key information on customer service levels offered by Relevant Service Providers (brought to the front of the Charter, in order to give that information prominence) to increase awareness among customers as to the level of customer service offered by Relevant Service Providers. The Commitments relate to those areas of customer services, where there is greatest evidence of poor customer outcomes.
- 1.12 ComReg set out in Consultation 23/14 and the Further Consultation its view that there is an identified lack of transparency of customer service quality in the market and a lack of existing Commitments by providers. ComReg considered that there is consumer dissatisfaction with overall customer service levels. A Charter ensures the availability in one place of customer service quality information, and this supports the key policy objectives of creating transparency and driving improvements in customer service quality. We consider that a Charter developed according to ComReg's specified form and language requirements<sup>8</sup> will ensure end-users benefit in terms of information that is as clear, transparent and comprehensible as possible. ComReg has carefully considered submissions made by stakeholders on these matters and has provided a sample Charter, which provides an illustration of a Charter when completed in line with ComReg's parameters. ComReg is satisfied that where Relevant Service Providers complete Charters in line with ComReg's specified form and language requirements customers will be able to easily navigate and understand the content. ComReg is of the view that its approach allows Relevant Service Providers flexibility in setting their Commitments and, if Relevant Service Providers so wish, they may include any other relevant information about a Relevant Service

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<sup>7</sup> Chapters 5 and 6, and the RIA analysis, of Consultation 23/14.

<sup>8</sup> ComReg's sample Charter, framed in respect of ComReg's specified form and language requirements, is illustrated in section 3.2 of the Response to Consultation and Decision.

Provider's customer service including additional commitments under section 8 (Any other information) of the Charter.

- 1.13 ComReg has considered eir's concern that "percentage-based Commitments... will be effectively meaningless for the average customer," noting that eir does not set out what it means by the 'average customer'. However, ComReg notes statistics on numeracy, recently published by the Organisation for Economic Cooperation and Development ("OECD"), which show that a majority (75%) of Irish adults are at or above Level 2<sup>9</sup> in terms of proficiency in numeracy,<sup>10</sup> and that Irish teenagers rank above the OECD average of knowledge and skills in mathematics.<sup>11</sup> ComReg considered in Consultation 23/14 and the Further Consultation, that a Charter framed in accordance with ComReg's specified form and language requirements,<sup>12</sup> makes important information in particular on Commitments easy to identify. The level of quality of customer service is expressed, as a percentage delivered within a timeframe. It allows, for example, a customer to see what percentage of calls they can expect will be connected to a person trained as a customer service agent (i.e., a human Customer Service Agent) by a Relevant Service Provider in a given timeframe. It also allows the customer to see the details of the contact channels to which Commitments relate and any opening hours which apply (if any). This supports clarity for end-users when reading the percentage-based Commitments in the Charter tables. 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.
- 1.14 ComReg has considered the submission that Commitments should be "only binding if the communication uses the exact contact method stated in the Charter". As proposed in the Further Consultation,<sup>13</sup> ComReg has now decided that Relevant Service Providers are required to specify the relevant contact information (e.g. support phone number(s), email address, web form and chat link) for each contact channel against which Relevant Service Providers may offer a Commitment on the level of quality of service to the specified contact information, facilitating the objective of the Charter being a one-stop shop. Where a Relevant Service Provider has multiple points of contact across a particular channel (e.g. separate customer care

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<sup>9</sup> "Adults at Level 2 can access, act on and use mathematical information, and evaluate simple claims, in tasks set in a variety of authentic contexts. They are able to interpret and use information presented in slightly more complex forms (e.g. doughnut charts, stacked bar graphs or linear scales) that includes more formal terminology and more distracting information. Adults at this level can carry out multi-step mathematical processes."

<sup>10</sup> See page 65 of the OECD report: [Do Adults Have the Skills They Need to Thrive in a Changing World? | OECD](#)

<sup>11</sup> [PISA 2022 Results \(Volume II\) | OECD](#). The report assessed the knowledge and skills of 15 year olds across 81 countries in mathematics, science and literacy. Ireland scored 492 in Maths compared to the OECD average of 472, and above the scores for the UK, Belgium and Denmark (all 489).

<sup>12</sup> Including Charter formatting requirements set out in Appendix A, Schedule 2 of the Response to Consultation and Decision.

<sup>13</sup> See paragraph 1.263 of Appendix C of ComReg 25/05C.



phone numbers across prepay and bill pay) it may choose to offer either one set of Commitments to address all points of contact or offer separate Commitments in a separate additional table for each relevant point(s) of contact. ComReg considers that the inclusion of contact information directly above the Commitment(s) offered by a Relevant Service Provider makes it clear that the Commitment offered is for that contact channel set out.

1.15 ComReg has considered eir's submission that the template Charter form should include an exception to Commitments section. ComReg also notes that in its response to Consultation 23/14, eir stated that "the level of information in a Charter... will lead to customer confusion and overload." In addition, 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." As set out in the Further Consultation, it is ComReg's policy aim that the Charter should be as clear and concise as possible. ComReg considers that its focus 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. ComReg considers that its approach to the Charter form and content achieves the principles that are important in underpinning the requirements for a Charter,<sup>14</sup> namely that a Charter is clear, transparent and comprehensible, so that customers can easily navigate and understand the content. As explained in Consultation 23/14, Commitments offered should be clear for end-users. Relevant Service Providers should not attach conditions or caveats to Commitments that would act as a possible barrier to a customer being able to rely on the Commitment, or that would make the Commitment incomparable or ineffective. ComReg, therefore, does not agree with eir that the Charter template should include an exception to Commitments section. However, ComReg notes that Relevant Service Providers may, under section 8 of the Charter, include "any other key information about a Relevant Service Providers' customer service" and so Relevant Service Providers may include information there on exceptional events that may impact Commitments. However, a Relevant Service Provider should ensure that information or statement(s) included in section 8 of the Charter is as clear and concise as possible and is expressed in a manner consistent with the objective of creating transparency and with the principles<sup>15</sup> that are important in underpinning Charters, namely that a Charter is clear, transparent and comprehensible, so customers can easily navigate and understand the content.

1.16 While ComReg's position on the use of caveats is clear (as previously set out in

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

<sup>15</sup> Ibid.

Consultation 23/14 and the Further Consultation<sup>16</sup>), Relevant Service Providers are not prevented from informing ComReg of any exceptional events impacting performance against Charter Commitments. Additionally, where Sign-off is used by a Relevant Service Provider (in years subsequent to the audit of the first Performance Report), provision is made for information relating to exceptional events that have impacted performance to be included.<sup>17</sup>

- 1.17 ComReg notes Virgin Media’s comments on the “inclusion of a 100% target for the Commitments”, however for clarification, the 100% target (or 100% commitment level) was in relation to ComReg’s original proposals set out in Consultation 23/14. The revised proposal in the Further Consultation allows further flexibility to Relevant Service Providers in terms of how they articulate their Commitments, and Relevant Service Providers are now not required to express Commitments at the individual customer level. The sample Customer Charter, as illustrated in chapter 2 of the Further Consultation, set out a Charter when completed in line with ComReg’s proposals and, as Virgin Media pointed out in their response, providers should “aim for 100% and do everything reasonable to achieve 100%” and ComReg considers that the revised tabular form for Commitments allows Relevant Service Providers to aim for 100% in terms of a Commitment, if they so wish. To be clear, the sample Charter, which does show 100% Commitments in the tables, is an illustration of a Charter if completed in line with our proposals but providers are, as Virgin Media points out in its response, “given scope to set appropriate percentage” targets tailored to their particular business models.

### Final resolution

- 1.18 Following Consultation 23/14, ComReg received submissions from eir and CCPC regarding metric A6 (originally titled “follow-up resolution”). The respondents submitted that information on resolution times for all channels “is simply not possible as customer queries are not uniform and will require different resolutions which can take different amounts of times” and 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.” ComReg revised its proposal in the Further Consultation, in relation to the Commitment for follow-up response time, to take account of submissions received.<sup>18</sup> Under the Charter section “Contacting us”, ComReg revised the name of metric A6

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<sup>16</sup> See paragraph 6.6 of Consultation 23/14 and paragraph 1.149 of Appendix C of the Further Consultation in ComReg 25/05C.

<sup>17</sup> Schedule 4, Appendix A (Form of Sign-off by an Officer of the Company) states that “Additional comments relevant to the Performance Report may be added here, which may include any exceptional events that impacted performance.”

<sup>18</sup> See ComReg’s response to Consultation 23/14 – section 1.1.2 of Appendix C of the Further Consultation in ComReg 25/05C.

from “follow-up response time” to “final resolution time”, and also in the wording of the definition replaced “the follow-up response”<sup>19</sup> with “the follow-up answer”.<sup>20</sup> The revised Commitment (Final Resolution) proposed that Relevant Service Providers offer a Commitment on the percentage of queries it expects to resolve within a chosen timeframe(s).

- 1.19 ComReg notes submissions to the Further Consultation from eir, Sky and Virgin Media (as set out at paragraph 1.8 above), that this Commitment can be problematic and burdensome for providers. ComReg expressed the view in the Further Consultation,<sup>21</sup> that customers should be given an indication of when they can expect a follow-up or response to their query if it was not resolved on the initial contact. ComReg remains of this view, and the principle that customers should receive a timely resolution to their queries remains valid. The resolution of a query is an essential part of the customer service journey.
- 1.20 However, ComReg notes that as part of that journey, a customer can utilise and rely on their provider’s complaints handling process, if the provider has not resolved a customer’s issue to their satisfaction. Currently, if a provider is unable to resolve a complaint to a customer’s satisfaction within 10 days, a customer may refer the complaint to ComReg.
- 1.21 In light of the submissions received in relation to the proposed measure, in particular the views expressed in response to the Further Consultation with regards to the individual nature, complexity and subjectivity of queries (as set out in paragraph 1.8 above) and, having considered protections available to end-users through complaints handling obligations, ComReg has decided not to include a Commitment on final resolution/follow-up response time in the Charter at this time.
- 1.22 However, noting that resolution on first contact generally correlates with effective and efficient customer service and as already stated, that a clear indication of when a follow-up response can be expected helps to protect customers, ComReg will keep this under review. ComReg reserves its rights to intervene (subject to consultation), at any time, if it considers it appropriate.

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<sup>19</sup> Consultation 23/14 proposed that the follow-up response time shall be defined as “the time elapsed between the instant the initial phone call in which the calling customer raised a query ends, or the instant the Relevant Service Provider receives a query from the customer by another channel (including in person) – as applicable – to the instant the answer from the Relevant Service Provider has been provided to the Relevant Customer, measured in clock hours.”

<sup>20</sup> The Further Consultation (ComReg 25/05) proposed that for final resolution, “the follow-up answer time shall be defined as the time elapsed between the instant the initial phone call in which the calling Relevant Customer raised a query ends, or the instant the Relevant Service Provider receives a query from the customer by another channel (including in person) – as applicable – to the instant the answer from the Relevant Service Provider has been provided to the Relevant Customer, measured in clock hours.”

<sup>21</sup> Paragraph 1.264 of Appendix C of the Further Consultation in ComReg 25/05C.

## Compensation

- 1.23 ComReg does not agree with the submission that “Section 5 of the sample Charter purports to do something very different to the other Sections, having regard to the purpose and objective of a Charter”. As set out in the Further Consultation, “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”. This is supported with the inclusion of information on compensation in an explicit compensation section (Section 5 of the Charter), creating awareness of such information and supporting a ‘one-stop shop’ for information.
- 1.24 ComReg proposed to include in Section 5 of the Charter a clear sub-heading titled ‘Mandatory compensation’, under which Relevant Service Providers include information on mandatory compensation schemes they are required to provide. ComReg considered it appropriate that information on mandatory compensation schemes would be available to end-users in a Charter, through the appropriate use of links. ComReg is cognisant that providers must compensate customers for breaches of switching and porting obligations and are required to publish details of their switching and porting compensation scheme.<sup>22</sup> In addition, providers (of IAS and NBICS) must compensate customers for breaches of minimum quality of service standards in relation to missed and delayed service and installation appointments (“MDSIA”).<sup>23</sup> ComReg has decided that it is appropriate and relevant for end-users that a link to this information be published in the Charter to facilitate a one-stop shop of information. ComReg’s final view is that it is appropriate to include links to mandatory compensation schemes including any such schemes which Relevant Service Providers are required to make available in the future, pursuant to section 39 of the 2023 Act. Therefore, ComReg has decided to include an instruction in Section 5 and the clear sub-heading (Mandatory compensation) of Schedule 2, Appendix A, which requires the inclusion of “a direct weblink to the Relevant Service Provider’s switching and porting compensation scheme”<sup>24</sup> and, where appropriate, the inclusion of the name and a direct weblink to any other mandatory compensation scheme, pursuant to section 39 of the 2023 Act.

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<sup>22</sup> See [Switching and Number Portability – End-User Compensation. Response to Consultation 23/92 and Decision 01/24 | Commission for Communications Regulation](#)

<sup>23</sup> See [Missed and Delayed Service and Installation Appointments – End-User Compensation. Response to Consultation 24/89 and Decision on switching and porting appointments | Commission for Communications Regulation](#). Pursuant to ComReg Decision D07/25, Providers will be required to prepare and publish a compensation scheme in relation to MDSIA and must have a compensation scheme in place for MDSIA from 4 December 2025.

<sup>24</sup> Pursuant to ComReg’s Decision D01/24 service providers have compensation obligations with respect to specified failures relating to switching and porting including, the obligation on providers to prepare and publish a compensation scheme.

- 1.25 Furthermore, ComReg also considers that Relevant Service Providers should include information in a Charter in relation to any other compensation (i.e., any additional voluntary compensation) that a Relevant Service Provider may wish to offer. Specifically, ComReg notes that Relevant Service Providers may wish to offer compensation related to failure to meet quality of service levels offered by Relevant Service Providers (i.e. Commitments). For the reasons set out in Consultation 23/14 and, having regard to the submissions and views expressed, ComReg has decided that it is appropriate to also require this information to be included in Section 5, under a separate clear sub-heading ‘Other compensation’. ComReg is also satisfied that it is appropriate to specify the form of this compensation information, if offered, in the form of the table in Section 5; and if no compensation is offered by Relevant Service Providers, that they make a statement to this effect.
- 1.26 Finally, to facilitate Relevant Service Providers to include information on any other compensation that they might offer unrelated to Commitments, ComReg has decided to allow providers flexibility to include information on this compensation in section 8. However, in doing so, Relevant Service Providers should be mindful of the requirement to be as clear and concise as possible and to express any other information in a manner which is consistent with the principles and objectives of transparency.
- 1.27 However, to be clear, Relevant Service Providers are not required to commit to paying compensation for failing to meet any of the customer service expectations. ComReg considers it is important for customers to know if Relevant Service Providers do or do not offer additional voluntary compensation related to Commitments. Relevant Service Providers are required to tell their customers in the form of the statement specified by ComReg, where they do not offer any voluntary compensation related to Commitments. As explained, Relevant Service Providers can also include information on any other compensation unrelated to Commitments in section 8. It is in providers’ interests to promote clear and concise information relating to customer service including details of any compensation. ComReg is of the view that this approach supports the policy objectives of such information in one location and facilitates transparency and comparability regarding any compensation customers can get where Relevant Service Providers do not meet their expectations (i.e., Commitments).
- 1.28 ComReg notes submissions by Virgin Media in relation to its proposals for specifying inclusion of compensation information in a Charter, specifically that its scope to do so is limited by section 37 and section 38 of the 2023 Act. ComReg does not agree that its scope is so limited, in fact ComReg is satisfied that section 38 (2)(a) of the 2023 Act makes it clear that ComReg is not so constrained as it provides that ComReg “may specify the form of a charter and the information required to be included in a charter”. While this includes information relating to minimum quality-of-

service standards under section 37, it is not limited about a standard. ComReg considers that the issue of compensation offered by providers to their customers (relates to mandatory compensation schemes, mandatory minimum quality of service standards and non-mandatory compensation) and is clearly relevant information to customers. Taking account of the benefits to end-users, ComReg's final view is that it is reasonable and appropriate to require Relevant Service Providers to include full information on compensation in one place, i.e., in a Charter.

- 1.29 Finally, ComReg notes the concern raised by Virgin Media regarding the mandatory statement in cases where a Relevant Service Provider does not offer any compensation for not meeting Commitments. Having taken into account the views expressed, ComReg is of the final view that the Charter section 'Other Compensation you can expect from us' is renamed as 'Other compensation'. ComReg has also decided that the statement "We do not offer any other compensation related to the customer service expectations set out in this Charter" according to ComReg's specified instructions shall be included to make clear to customers that it relates to where Relevant Service Providers choose not to offer voluntary compensation in relation to Commitments. This approach supports the policy aim set out in Consultation 23/14 and the Further Consultation, to include information in a Charter that can support customers in making a better-informed choice about whether a given provider could meet their needs or not. ComReg is of the view that this approach remains valid as the focus of the Charter is on transparency.
- 1.30 ComReg has considered eir's suggestion to include an "ex-gratia" statement for the payment of other compensation. We note that there is flexibility to include such a statement under section 8 ('Any other information') if deemed beneficial to customers by a Relevant Service Provider.<sup>25</sup> However, a Relevant Service Provider should ensure that information or statement(s) included in section 8 is as clear and concise as possible and is expressed in a manner consistent with the objective of creating transparency and with the principles<sup>26</sup> that are important in underpinning Charters, namely that a Charter is clear, transparent and comprehensible, so customers can easily navigate and understand the content.
- 1.31 ComReg notes that in addition to mandatory compensation,<sup>27</sup> Relevant Service Providers may for example offer Commitments for connecting a new service (existing

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<sup>25</sup> ComReg, in the Further Consultation, set out that Section 8 "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".

<sup>26</sup> See paragraph 5.27 of Consultation 23/14.

<sup>27</sup> For switching and number portability which requires providers to compensate end-users for failure to comply with Regulation 90 of the ECC Regulations, in accordance with ComReg Decision D01/24. See link: [ComReg-2401.pdf](#) and for MDSIA see [Missed and Delayed Service and Installation Appointments – End-User Compensation. Response to Consultation 24/89 and Decision on switching and porting appointments | Commission for Communications Regulation](#)

line) and voluntary compensation when they do not meet their Commitments in relation to activating a new service, where there is an existing line. Therefore, ComReg notes that different obligations may arise at the same time.

## 1.2 Question 2: Specification of the Customer Charter Template

1.32 Regarding the form of a Charter, as set out in the Further Consultation, ComReg remained of the preliminary view that having a Charter template in the form that Relevant Service Providers can complete according to ComReg-specified instructions, using ComReg-defined metrics, is the approach most likely to ensure consistency and comparability. However, the Further Consultation set out ComReg's revised proposals for the Charter Template, taking into account submissions to Consultation 23/14, which sought a more focussed approach to transparency.

1.33 In Schedule 1, Appendix A of the Further Consultation, ComReg set out the revised proposals for a Customer Charter Template – a form that a Relevant Service Provider's Customer Charter should follow. ComReg asked the following question:

*Do you agree with ComReg's revised preliminary views regarding the proposed specification of the Customer Charter Template, as set out at Appendix A, Schedule 1? Please give reasons for your view and if you disagree provide specific alternative suggestions.*

### 1.2.1 Respondents' views

1.34 Virgin, Sky, and Vodafone welcomed ComReg's revised proposals for the Charter Template. Sky said that it "remains fully in support of a ComReg-specified template" and that "the refocusing of the Charter to a Contact Channel-led emphasis is a worthwhile adjustment." Vodafone submitted that "a standardised template will help ensure consistency and comparability across providers, making it easier for consumers to understand and compare the levels of customer service offered by different providers."

1.35 However, Sky noted that it maintains its view that the overall Charter is complex and too broad, submitting that ComReg's own sample draft Charter (provided for illustration purposes in the Further Consultation) could not be described as short. Sky expects its own Charter to be of similar length and suggests, in the interest of consumer transparency, that the initial Charter commence with a briefer set of commitments in order to ensure consumers have an effective "one-stop shop of information". Sky submitted that "a shorter approach will provide more clarity, promote consistency and comparability across the industry, and make it easier for customers, in particular customers using accessible means, to understand the

Charter in the best possible fashion and ensure they can make informed decisions about the services they choose.”

- 1.36 Vodafone reiterated its view that providers should be able to align with their own brand and tone. Vodafone further submitted that “ComReg may overestimate the potential demand and use of this information, and we must all be mindful to strike a balance. The continued addition of very detailed regulatory documents to customer journeys has the potential to confuse and devalue the message to customers”.
- 1.37 Three asked whether the level of mandated detail under each heading is appropriate, stating if a heading is not relevant to the service, a provider should be permitted to delete it. Three gave the example that the heading “Connecting a New Service” may not be relevant to non-fixed operators.

## 1.2.2 ComReg response

- 1.38 ComReg notes respondents’ broad support for the revised Charter template, in particular, Vodafone’s acknowledgement that a standardised Charter template will facilitate the necessary comparison across providers. ComReg considers that this is beneficial for customers in terms of transparency and comparability of information on customer service quality.
- 1.39 ComReg has considered respondents’ concerns relating to the complexity and breadth of the Charter, and they are addressed by ComReg in the context of question 1 above.
- 1.40 ComReg remains satisfied with its revised specification of key form elements (overarching form) of the Charter which it consulted on in the Further Consultation and the information to be included therein. ComReg is satisfied, that the re-ordering of the Charter’s sections, in favour of having the reframed Commitments placed at the top of the Charter, so as to have separate sections for Commitments (Sections 1-4) and general information (Sections 5-8), ensures that Charters are as clear and concise as possible. It is ComReg’s view that this approach, as consulted on, achieves the principles that are important in underpinning the form requirements for a Charter, namely that a Charter is clear, transparent and comprehensible, so that customers can easily navigate and understand the content.
- 1.41 It is also ComReg’s view that Sky’s submission for a briefer set of Commitments would not support and protect customers, particularly as regards allowing customers to see information on levels of quality of customer service in one place, and to be able to compare the offers of different Service Providers. ComReg also considers that fewer Commitments would not address the identified lack of transparency in the market and may impede customers in choosing a suitable provider. As explained in the Further Consultation, ComReg remains of the view that such a distinction (of a



reduced Charter for smaller competitors) will not achieve the Charter objective in terms of transparency and comparability of information on customer service quality.

- 1.42 While ComReg notes Vodafone's request for flexibility to align with their own brand and tone, ComReg remains of the view, for the reasons set out in Consultation 23/14 and the Further Consultation,<sup>28</sup> that a specific template for Charter form with prescriptive language is the clearest way of ensuring providers understand ComReg's expectations for Charter form and justified taking account of the benefits to end-users. ComReg considers that, although the ComReg-specified language reduces a Relevant Service Providers' flexibility around how they design their Charter, it does ensure maximum comparability between different providers' Charters. Having a template Charter form with a common structure and format is the approach that most likely ensures that end-users will benefit from a Charter that is easy to read, understand and compare.
- 1.43 Regarding Three's request to remove headings (Charter sections) not relevant to the service being provided, for example "Connecting a New Service", ComReg acknowledged this "example" in the Further Consultation, stating that, in accordance with the proposed specified requirements for completing the template in Schedule 2, where a Relevant Service Provider does not offer services through fixed or fixed wireless access technologies, it shall delete the section "Connecting a new service" from the Charter. ComReg has reworded the instructional text to fixed IAS and fixed NBICS in Schedule 2, Appendix A.
- 1.44 As outlined in Appendix C of the Further Consultation (ComReg 25/05C), ComReg has set out its view that Charters are largely global (e.g., under the brand), in that they apply broadly to all services offered by a provider. However, a provider may, exceptionally, choose to develop and publish a specific Charter consisting of customer service information (general information and Commitments) relevant to a specific service (such as, mobile IAS and mobile NBICS or fixed IAS and fixed NBICS).
- 1.45 Where a provider or a provider's sub-brand promotes only mobile IAS and mobile NBICS to customers and publishes a specific Charter, ComReg notes submissions that Commitments under the section "Connecting a New Service" are not in that case relevant and if such circumstances were to arise, ComReg considers that it is appropriate that Relevant Service Providers can delete section 2.
- 1.46 ComReg believes that its approach is consistent with Three's request and supports consistency and comparability across Charters for mobile-based services only. However, the approach applies only to the section "Connecting a new Service". For

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<sup>28</sup>See ComReg document 25/05C, Appendix C and paragraph 1.262 of ComReg's Response to Consultation 23/14 [Appendix-C-Proposals-for-Implementing-a-Charter-Response-to-Consultation-2314.pdf](#)

the avoidance of doubt, Relevant Service Providers can delete the section "Connecting a new service" from their Charter solely where a Relevant Service Provider;

- does not provide a fixed IAS<sup>29</sup> or fixed NBICS, or
- does provide a fixed IAS or fixed NBICS but does not (yet) meet the threshold requirement (i.e., a market share of 0.5% or greater) for the fixed IAS or fixed NBICS market, then in that case they are not required to publish information for those specific services in its Charter. However, ComReg notes that a provider's customers within the market where it is active but below the threshold would also benefit in terms of customer service information in a (global) Charter.

1.47 Overall, and in all other instances, ComReg considers all sections should remain within the Charter and cannot be removed.<sup>30</sup> If no such distinction is made by a Relevant Service Provider in respect of its ECS, and it chooses to provide a Charter covering all services, encompassing both fixed (such as, fixed IAS and fixed NBICS) and mobile-based services, the Relevant Service Provider is required to retain the "Connecting a New Service" section and include Commitments relevant to their fixed services, if offered. ComReg considers that this approach ensures that a Charter is as clear and concise as possible, containing only service-relevant information, while also maintaining transparency and comparability across Charters.

### 1.3 Question 3: Requirements for completing the Charter Template

1.48 As set out in paragraph 2.8 of the Further Consultation, ComReg remained of the preliminary view that having a Charter template whose form Relevant Service Providers should follow when completing the Charter, according to ComReg-specified instructions, using ComReg defined metrics is the approach most likely to ensure consistency and comparability. Taking into account the submissions made in response to Consultation 23/14, ComReg made adjustments to the ComReg-specified form and language requirements for completing the Charter template.<sup>31</sup> Those adjustments reflected the proposed changes to the Charter template (Schedule 1) and were set out in detail at Appendix A, Schedule 2 to the Further Consultation. ComReg asked the following question:

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<sup>29</sup> ComReg notes that fixed IAS includes Cable, DSL, VDSL, FTTP, Satellite and FWA as reported in the Quarterly Key Data Report (QKDR) as published by ComReg.

<sup>30</sup> Pursuant to Schedule 1 and Schedule 2 of Appendix A of the Response to Consultation and Decision.

<sup>31</sup> As set out in pages 44-45 of ComReg's Response to Consultation 23/14, [Appendix-C-Proposals-for-Implementing-a-Charter-Response-to-Consultation-2314.pdf](#)

*Do you agree with ComReg’s proposed requirements for completing the Charter Template in accordance with Appendix A - Schedule 2? Please give reasons for your view and if you disagree provide specific alternative suggestions.*

### 1.3.1 Respondents’ views

- 1.49 The responses received to this question were mixed. While Vodafone “considered that the initial template proposed was too prescriptive, and the format would prevent inclusion of important information specific to the interests of Vodafone,” in their view “the adjusted approach is welcomed.” Three stated that “the text itself is clear” with respect to “ComReg’s proposed requirements for completing the Charter Template in accordance with Appendix A - Schedule 2”. Sky said that they had “no comments on the font or formatting requirements, or the proposed introductory section as proposed in Schedule 2.” Virgin Media said that they “agree with ComReg’s proposed requirements for completing the Charter Template... subject to the points set out in response to Question 1.”
- 1.50 However, as regards customer service response times (Phone), Sky stated that “the proposed timeframe range of calls to be answered within 1, 3, 5 or 10 minutes is wholly unrealistic in any industry with contact centres, that are often subject to peak periods and unexpected demands, particularly during periods of poor weather that affect telecommunications infrastructure. While Sky accepts that service providers have the option of not offering any commitment for these shorter periods, instead choosing our own bespoke timeframe, we feel that the obligation to keep these extremely brief timeframes listed but marked “blank” within the Charter will undermine the overall purpose of the Charter in giving customers relevant information. We would suggest a more realistic range of timeframe increments be utilised, for example 5, 10, 15 and 20 minutes, that are related to average call handling as experienced in any industry.”
- 1.51 Sky also suggested “that the Charter text is amended so that it is clear to consumers that operators are only committing to the suggested timeframes for this commitment in terms of customers who are expecting activation as soon as possible, because a key aspect of activations of existing services is when customers seek future-dated activation dates in order to manage their own plans, for example moving into a new home. These future-dated activations will therefore affect Sky’s adherence to this commitment unless they are excluded.”
- 1.52 Three submitted “that the requirement to explicitly state that certain contact channels are not offered, to include blank performance levels and to otherwise pad out the published Charter with what are effectively template placeholders will result in Charters which are longer than they need to be, and which will adversely affect end-users’ inclination or ability to winnow usable information from the Charter.”

- 1.53 According to Three, the tables in the sample Charter set out by ComReg “contain rows which have unused tiers above a 100% committed level, have interleaved unused tiers, and have unused tiers below the minimum committed level. These unused rows convey little or no information to end-users but make the document less readable. Excising these superfluous template artifacts would help reduce the overall length of a Charter, improving its readability.”
- 1.54 Three went on to say that “in assessing or otherwise of the reasonableness of ComReg’s proposals to include “inactive” content it is useful to look at what would be expected to be best in class Customer Charters, those of the consumer protection agencies.” Three stated that “ComReg’s own Customer Charter references a single call response performance level for its Consumer Line contact channel and this is in text rather than tabular form,” and that “ComReg’s own customer charter sets out a number of contact channels, but does not set out target response times against a number of these, nor does it explicitly say that it does not offer target response times for these channels.” Three also stated that “when referenced against what should be best in class comparators it would appear that ComReg’s proposals are in fact more stringent than the level of service and transparency that the consumer protection agencies believe is appropriate to offer the consumers they themselves serve.”

### 1.3.2 ComReg response

- 1.55 Having taken into account the views expressed with regards to flexibility for provider-led Commitments and Commitments at the 100% level, ComReg, in the Further Consultation, proposed that the level of quality is expressed as a percentage of that customer service the Relevant Service Provider offers to deliver within a timeframe. In that context, ComReg proposed a range of intervals in relation to timeframes for metric A1, (i.e., call answering times), amongst other things, taking into account call centre statistics,<sup>32 33</sup> which, for example, demonstrate that the global average speed of answer (“ASA”)<sup>34</sup> is 28 seconds and between 20-30 seconds for the telecommunications industry. Therefore, ComReg disagrees with Sky’s position that the four proposed timeframe intervals of 1, 3, 5, and 10 minutes “is wholly unrealistic.” Furthermore, ComReg notes that two of the timeframes that Sky suggests are “more realistic” (i.e., 5 and 10 minutes) are also included in ComReg’s timeframe range.
- 1.56 ComReg also notes Sky’s comment on future-dated activations. However, no other respondents to the Further Consultation have raised such an issue and Sky has not provided supporting information (e.g. volumes of future-dated activations and the timeframes within which the activation would occur) for ComReg to fully consider any potential impact of future-dated activations on any Commitments, which is less than

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<sup>32</sup> [Important Call Centre Statistics to Know \[2025\] | Sprinkl](#)

<sup>33</sup> [What is the Average Speed of Answer \(ASA\) in Call Centers](#)

<sup>34</sup> ASA represents the average time a customer waits in the queue before their call is answered.

the timeframes requested by a customer. Flexibility has been given to Relevant Service Providers when it comes to setting their Commitments, amongst other things, provider-led using a range of intervals (i.e., using the ComReg-set timeframes or taking account of such future-dated activations when setting a provider's own timeframe in the fifth interval of the relevant table, and committing to a percentage of connections against that own timeframe). In any event, Commitments are beneficial to end-users in terms of assisting them to manage their own plans more effectively, such as, when moving into a new home, as they will have a clear expectation as to how long it will take for the service to be activated.

- 1.57 Regarding Three's comment on "padding out" the Charter, ComReg considers that even if a Relevant Service Provider does not complete intervals in a table, this in itself is useful information for a customer, i.e., to be able to see what the provider has chosen not to commit to offer. ComReg disagrees therefore with Three's position that "unused rows convey little or no information to end-users." If a Relevant Service Provider, for example, only completes one timeframe interval in a table, it is still relevant for a customer to see timeframes that a Relevant Service Provider has not committed to offer, particularly when comparing Commitments against timeframes between providers and consistent with the focus of transparency. With respect to the fifth interval of the Commitment tables, if a Relevant Service Provider does not commit to a percentage against their own timeframe, then this unused fifth interval can be deleted according to ComReg's specified instructions (Schedule 2, Appendix A). However, for the complete presentation of information on Commitments, it is ComReg's view that all other intervals in the table must remain<sup>35</sup> so as to ensure that ComReg's approach in relation to Commitments strikes the right balance between flexibility for Relevant Service Providers, on the one hand, and the transparency and comparability of Charters, to the benefit of end-users, on the other hand.
- 1.58 In response to Three's comment on "best in class Customer Charters", stakeholders will be aware that the context in which ComReg set out its original proposals in Consultation 23/14 (and revised views in the Further Consultation) for the Charter was in light of the evidence set out in paragraph 1.1 of Consultation 23/14 (and reiterated in paragraph 2.3 of the Further Consultation), i.e., that "the electronic communications market in Ireland continues to be characterised by consumer dissatisfaction with customer service received from service providers." In that context, the purpose of the Charter, in seeking to remedy this market failure, is to create transparency around the levels of customer Service Providers (of IAS and NBICS) offer and to drive improvements in overall customer service levels. The 2023 Act provides for ComReg to introduce new regulatory measures so that end-users are protected, and one such measure to assist consumers and other end-users is a

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<sup>35</sup> Pursuant to ComReg's specified instructions in Schedule 2, Appendix A of the Response to Consultation and Decision.

Customer Charter. As noted in the Further Consultation,<sup>36</sup> “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 NBICS to prepare, publish and keep updated a Charter.”

- 1.59 ComReg notes that its own Customer Charter<sup>37</sup> was published in a different context from that of the Charter that ComReg now requires Relevant Service Providers to prepare, publish and keep updated and it is not appropriate for such obligations to be compared.

## 1.4 Question 4: Customer Charter Data Dictionary and Reporting Template

- 1.60 In light of the analysis conducted,<sup>38</sup> ComReg, in the Further Consultation, maintained its preliminary view that Relevant Service Providers use a Data Dictionary and Reporting Template<sup>39</sup> when measuring and reporting their performance against the Charter Commitments.

- 1.61 In the Further Consultation, ComReg revised aspects of the Data Dictionary and Reporting Template to reflect changes made to the Charter Template form, which Relevant Service Providers would fill in according to ComReg’s specified instructions, using defined metrics and the revised reporting template. The Data Dictionary and Reporting Template (Schedule 3, Appendix A) set out how the Charter Commitments, and performance against those Commitments, should be calculated and measured. The Data Dictionary included definitions for the measurement of response times across customer (service) contact channels, time for the acknowledgement and activation times for connection requests, timing around refunds, as well as planned and unplanned outages. ComReg then asked the following question:

*Do you agree with ComReg’s revised preliminary views regarding the Customer Charter Data Dictionary and Reporting Template, as set out at Appendix A - Schedule 3? Please give reasons for your view and if you disagree provide specific alternative suggestions.*

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<sup>36</sup> See ComReg 25/05C.

<sup>37</sup> ComReg’s Customer Charter was “written in accordance with the twelve Principles of Quality Customer Service for customers and clients of the Public Service published by the Department of Enterprise, Trade and Employment.”

<sup>38</sup> Section 7.4 of Consultation 23/14 and Section 1.19 of the Further Consultation and the RIA analysis in ComReg document 25/05B.

<sup>39</sup> See Schedule 3, Appendix A, which is an Excel workbook published alongside this Response to Consultation and Decision.

## 1.4.2 Respondents' views

Virgin Media commented that “We have no objection to each Relevant Service Provider being required to provide a Performance Report to ComReg.” However, Vodafone and Three sought clarification and proposed adjustments to the metric definitions in the following areas:

- Inclusion of Artificial Intelligence (AI) and automated responses
- Refining metrics for postal response and issue of refunds by cheque and EFT
- Other metric elements – opening hours and unit of measurement
- In Scope Contacts – Commitments relating to the service being provided

### Inclusion of Artificial Intelligence (AI) and automated responses

1.62 In relation to the contact (customer service) channels under Section 1 of the Charter, Vodafone referred to its utilisation of AI and the ability of its TOBi service to respond instantly to resolve a customer’s query end-to-end without a human agent or a “combination” of human and AI agent. Vodafone sought clarification from ComReg on whether such interactions where no human agent engages count in the metric measurement “i.e. there does not need to be a combination”.

1.63 Three submitted that metrics for email response time (Metric A2), web form response time (Metric A3), webchat response time (Metric A4) and the acknowledgement time for a new connection (Metric B1) exclude automatic replies and expressed the view that this is inconsistent with ComReg’s revised Metric A1 where ComReg recognised AI in its definition of a customer service agent. Three submitted “as Artificial Intelligence capabilities improve they are likely to reach a point very soon where they can deal effectively with and resolve an increasing range of customer queries autonomously or in alternative phrasing “automatically” and the “exclusion of AI generated “automatic” replies” that can address and resolve queries “would not accurately reflect the performance improvements that might be achieved by Service Providers adopting AI solutions.” Three submitted that “Metrics A2, A3, A4 B1 should be modified to allow response which could be based on an autonomous response from an AI agent” with Three noting that “ETSI ES 202 057-1 clause 5.8.1 does not preclude the use of automated agents but defines successful and unsuccessful stop triggers in terms of the content of the response.”

### Refining metrics for postal response and issue of refunds by cheque and EFT

1.64 In relation to postal query responses and similarly the delivery of cheque refunds by post, Three submitted that the measurement stop trigger should be the “the handing over of the postal packet to the relevant postal provider” as a Relevant Service Provider has no control over the day or time of the delivery or indeed successful

delivery. Even where postal delivery information is available, Three noted that its integration into service provider reporting systems would require time and “a further extension of the implementation period for the Charter reporting.”

- 1.65 Three also noted that in the case of EFT refunds, “Service Providers do not necessarily have visibility” of funds being made available in the customer’s account and submits that “the stop trigger should be the point at which the funds leave the Service Provider bank”.

### **Other metric elements – opening hours and unit of measurement**

- 1.66 A number of respondents raised issues and sought clarification in relation to elements of the metric definitions proposed in Schedule 3. These include:

- Opening hours within the charter
- Unit of measurement – email and web form contact response

#### **Opening hours within the charter**

- 1.67 In referring to the Charter’s (customer service) contact channels with “real time interactions between the agent and end-user” (e.g. phone and webchat), Three submitted that “it is not reasonable that the performance be measured against periods where this channel is not open,” and added that “where a commitment is being given against one of these channels the opening times of the channel should be specified and only contacts initiated during the opening hours should be reckoned for the commitments and reporting. This is particularly relevant where compensation might be offered for non-performance.” Three also acknowledged that the opening hour issue does not arise to the same extent for asynchronous channels such as email.

#### **Unit of measurement**

- 1.68 With regards to the clock hours unit of measurement for both the email and web form response, Vodafone submitted that “it is possible operators may not be able to use the 4, 12, 24, 48-hour suggestions as rostering, days of operation, opening hours will impact the ability to respond.” Acknowledging the response time objective, Vodafone added “many technical support staff may not be available to resolve queries and first-time resolution is the primary objective.” Vodafone also noted “SLAs at the wholesale level all refer to working days”.
- 1.69 Three also noted that for asynchronous channels such as email, “measuring response time in elapsed clock hours is likely to give rise to reduced percentage commitments against the specified performance levels”.



## In Scope Contacts – Commitments relating to the service being provided

- 1.70 Three submitted that providers should only measure against contacts relating to the service provided and that contacts for other reasons (giving the example of a subject access request under GDPR) be excluded from performance measurement. Using the example of a Subject Access Request, Three noted that some requests “may have different and sometimes statutory timelines for response”.

### 1.4.3 ComReg response

#### Inclusion of Artificial Intelligence (AI) and automated responses

- 1.71 ComReg, in the Further Consultation,<sup>40</sup> considered the submissions received in relation to AI. ComReg’s revised proposal for the defined metric in relation to call answering time<sup>41</sup> (metric A1) and proposed definition of a customer service agent<sup>42</sup> took account of submissions received that sought emphasis on the use of AI in providers’ customer service, including its use in the phone contact channel. In light of respondents’ submissions to the Further Consultation, ComReg has further considered and clarified its views on the use of AI across both live (i.e., phone and Chat) and asynchronous (i.e., email and web form) contact channels. For the reasons explained below, ComReg has decided to amend the metric definitions (ComReg defined metrics in the Data Dictionary and Reporting Template)<sup>43</sup> for the contact channels (metrics A1, A2, A3 and A4<sup>44</sup>) to take account of its final approach.
- 1.72 ComReg welcomes developments, advancements and investments by providers in AI and the emerging use of AI in areas such as customer service. ComReg recognises that AI is playing and will continue to play an increasing role in customer care and contacts, and on-going advancements will be periodically evaluated and reviewed. ComReg, noting the submissions received, acknowledges that “as technology becomes more sophisticated simple queries will increasingly be fully addressed by automated solutions” and that as “Artificial Intelligence capabilities improve, they are likely reach a point very soon where they can deal effectively with and resolve an increasing range of customer queries autonomously”. However, some providers have yet to develop or are at varying stages of development in deploying

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<sup>40</sup> See ComReg’s response to question 10 and associated reasoning in ComReg 25/05C.

<sup>41</sup> In the Further Consultation, call answering time is “The time taken to answer a call shall be defined as the time elapsed between the instant the calling Relevant Customer requests support to the instant a customer service agent engages to provide the service requested, measured in seconds, as per ETSI ES 202 057-1 clause 5.6.1.”

<sup>42</sup> In the Further Consultation a customer service agent means “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”.

<sup>43</sup> Pursuant to Schedule 3, Appendix A.

<sup>44</sup> Metrics include Phone (A1), Email (A2), Web form (A3), Chat (A4).

AI solutions across their organisation, for customer support services including across customer service channels.

- 1.73 Consultation 23/14 set out ComReg's view that a fundamental aspect of customer service, and the common thread throughout the Charter, is a customer contacting or otherwise interacting with their provider in order to seek support relating to their service, including customer service. It is therefore critical that customers know how they can get in touch with their provider and 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 remains of this view.
- 1.74 ComReg notes the use of automated systems (for example, interactive voice response systems (IVR) and AI (more recently the use of voice/chat AI solutions) when a customer contacts a provider's customer service channels. ComReg notes that customer service AI solutions may address a specific range of customer issues end-to-end without the interaction of a human agent, i.e., autonomously. In line with this, Consultation 23/14 noted that some providers prefer to direct customers to interact via online and/or automated channels as a first point of call.<sup>45</sup>
- 1.75 However, if an AI customer service agent cannot directly address and give an answer tailored to a customer's issue, ComReg understands that the customer will be directed to speak/chat with a person trained as a customer service agent (i.e., a human customer service agent). Therefore, ComReg considers there is still a role for human customer service agents. Indeed, ComReg notes the submission which states "more complex queries [...] require more time to be addressed by agents."
- 1.76 ComReg, in Consultation 23/14, referred to its Consumer Confidence & Awareness survey,<sup>46</sup> which suggested that older customers particularly have challenges when contacting and interacting with their providers. ComReg attributed a general trend of providers steering customers to interact via online and automated channels as a possible factor in explaining the challenges that older cohorts have in contacting their provider and could lead to customers avoiding contacting customer service for more minor issues. ComReg remains of this view and considers that vulnerable groups may need to speak to a human customer service agent due to the nature of the query or may have difficulties speaking/interacting with an automated system. The challenges that vulnerable customers, including older cohorts, have in contacting their provider, and which could lead to customers avoiding contacting customer

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<sup>45</sup> Providers' "contact us" webpages tend to signpost online channels first or more prominently than phone channels, for example with statements such as "save time, find your answer online" or "even if you need to speak to us regarding your issue, by using [our website] first [...] you'll resolve your issue much faster than if you called in the first instance".

<sup>46</sup> 'Customer Charter Consumer Survey Publication', survey carried out by Behaviour & Attitudes (B&A) in May-June 2022 and November 2022.

service for more minor issues, therefore remain valid.

- 1.77 ComReg notes that wait times become particularly relevant where customers seek to interact with a human customer service agent. Consultation 23/14 noted that reported customer dissatisfaction primarily relates to long call waiting times experienced to speak with a human customer service agent and delays in their queries being dealt with. ComReg understands however, that while customers may experience long wait times to engage with a human customer service agent, that an automated AI customer service agent/system may instantly answer a customer's call, chat or email with minimal or no wait time involved.
- 1.78 As discussed previously, ComReg's objectives (in terms of Charter form and content) is to focus on the publication of key information that customers need including areas where there is greatest evidence of poor customer outcomes.
- 1.79 ComReg has considered respondents' requests for clarity and consistency in relation to the use of AI across the customer service contact channels (live and asynchronous). ComReg sets out its approach below.

#### **Live contact channels – Call answering and Chat response time**

- 1.80 ComReg considers that it is beneficial to customers to be able to speak or chat to a person and to know how long it will take to speak to a human customer service agent (including when following an interaction with a voice/chat AI solution or an IVR system) and/or get a response from their provider.
- 1.81 In the Further Consultation, the proposed metric (A1) for call answering time aimed to capture this information from "the instant the calling Relevant Customer requests support to the instant the customer service agent engages". However, having further considered submissions received, to ensure there is clarity for Relevant Service Providers in relation to the functional role of a customer service agent, ComReg has decided to amend the definition of "Customer Service Agent" as "a person trained to provide customer service for the relevant service provider and can answer a customer's specific question."<sup>47</sup> ComReg's amended definition takes account of situations, as set out above, where issues cannot be answered and resolved autonomously end-to-end without a person trained as a customer service agent. In such situations, where customers still need to speak or chat to a person (or where oversight by a human Customer Service Agent in relation to email or web form channels is required), ComReg's view is that customers benefit<sup>48</sup> in knowing how long it will take for a person trained as a customer service agent to respond.

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<sup>47</sup> As defined in Clause 2.5 of the Decision Instrument at Appendix A (ComReg 25/38).

<sup>48</sup> Consultation 23/14 noted that reported customer dissatisfaction primarily relates to long call waiting times experienced to speak with a human agent and delays in their queries being dealt with.

1.82 ComReg’s final view is that it is appropriate, proportionate and justified taking account of the benefit to end-users that Relevant Service Providers set out information on any phone and chat Commitments which provide a clear expectation of time taken to speak to or chat with a human Customer Service Agent.

1.83 The following points set out ComReg’s conclusions with regards to the appropriate measurement of the live contact channel response time and metrics for phone (A1) and chat (A4), i.e., the time taken to speak or chat with a human Customer Service Agent:

- ComReg understands that an AI system may answer and initially attempt to resolve a customer’s issue, following which the customer may either be directed or given the option to request to speak to/chat with a person. From this point, the provider’s automation concludes, and a customer is placed in a queue to speak with a person. If the live channel (phone or chat) does not offer automation, a customer will be instantly queued to speak to a person.
- Live channels with automation are not unduly penalised for having automation at the start of their contact flow/interaction, as a customer’s issue would be resolved through automation if a Relevant Service Provider has that capability.
- ComReg is satisfied its approach ensures, whether the Relevant Service Provider has an automated solution or not, the wait time for the end-user is measured from the point they are placed in the queue to speak to a human Customer Service Agent; as explained, there is no wait time for the automated part of the call/chat interaction (if offered).
- In this context, it is ComReg’s final view that the appropriate measurement of the live contact channel response time, is the time elapsed from the instant the Relevant Customer is placed in the destination call/chat queue (“the start trigger”) to the instant a human Customer Service Agent answers/joins the chat (“the stop trigger”). For clarity, this metric measurement excludes situations where a call/chat is answered, and the customer’s issue is resolved end-to-end through automation without interaction with a person trained as a customer service agent. As explained above, an AI system can respond to a customer instantly (and may even resolve the issue), thus there is no wait time to measure. Therefore, ComReg has refined its defined metrics for phone and chat response times (metrics A1 and A4 respectively), according to Appendix A: Schedule 3.

1.84 In light of the submissions, ComReg has also decided to allow Relevant Service Providers utilising AI solutions across their customer service channels, flexibility to communicate the benefits and capabilities of their AI solutions by inserting a

statement in relation to AI within Section 1 of their Charter (Contacting us) and under any of the clear sub-headings for contact channels (Phone, Email, Web form, Chat). The statement may include relevant information about an automated system (such as, the name of the system, its capabilities/areas of expertise and hours of availability). Where a Relevant Service Provider decides to include information in relation to its AI Solution for any of its contact channels in the Charter, it shall be in the form of a statement made in accordance with ComReg's specified requirements set out in Schedule 2, Appendix A.

### **Asynchronous contact channels – Email and web form response time**

- 1.85 As explained above in relation to live channels, where issues cannot be answered and resolved autonomously end-to-end without a person trained as a customer service agent, ComReg's view is that customers benefit in terms of knowing how long it will take a human Customer Service Agent to respond. Similarly, ComReg's final view is that it is appropriate, proportionate and justified taking account of the benefits to end-users that Relevant Service Providers set out information on email and web form Commitments which provide a clear expectation of time taken to receive an email/web form response from a human Customer Service Agent.
- 1.86 The following points set out ComReg's conclusions with regards to the appropriate measurement of the email/web form response time from a human Customer Service Agent and metrics:
- ComReg understands that currently email and web form contacts are dealt with by a human Customer Service Agent. ComReg furthermore understands that AI solutions are currently used in the drafting of replies to customer email enquiries where pre-populated draft replies are reviewed and tailored by a human Customer Service Agent prior to sending to customers. ComReg acknowledges such solutions can positively impact response times and productivity for contact centres.<sup>49</sup>
  - While human Customer Service Agents currently provide a person's oversight on pre-written responses, ComReg acknowledges that AI solutions used in email and web form contacts may in future address a customer's specific issue automatically and instantly (accounting for system-based processing time) without a human Customer Service Agent interaction. Where an email or web form AI system can respond to a customer (and may even resolve the issue), there is no wait time to measure.

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<sup>49</sup> [Transcript: Making money from AI — Searching for a 'killer app'](#)

- As set out in Consultation 23/14 and the Further Consultation, ComReg considers automated responses that merely offer a confirmation of having received a customer's email should be excluded from Commitments and metrics. Rather than receive a generic, automated email or acknowledgement response, ComReg's metric definitions aim to obtain Commitments from Relevant Service Providers on the time it will take a human Customer Service Agent to respond by "sending a specific reply back" addressing the customer's specific issue raised, if a customer's specific issue raised is not directly addressed by AI autonomously.
- Wait time for the customer is from the point the customer sends the email/web form to the point they receive a specific reply from a human Customer Service Agent.
- In this context, it is ComReg's final view that the appropriate measurement of metric A2 (email) and A3 (web form) is from the time elapsed between a Relevant Customer sending an email/web form message with an issue (or submitting an issue via web form) ("the start trigger") to the instant a human Customer Service Agent sends a specific reply back ("the stop trigger"). Therefore, ComReg has amended the defined metrics for email and web form response times (metrics A2 and A3 respectively) according to Appendix A: Schedule 3.
- Relevant Service Providers utilising AI solutions across their asynchronous contact channels have flexibility to communicate the benefits and capabilities of their AI solutions by inserting a statement in relation to AI within the clear sub-headings for contact channels Email and Web form.

1.87 Overall, ComReg's approach to form and content of quality of customer service information under Section 1 of the Charter "Contacting us" including in relation Commitments, takes account of submissions that AI capabilities assist in providing customer care services, and can respond and resolve a specific range of customer issues autonomously across the customer service contact channels. Therefore, in light of the further consideration of the issues raised in this regard and, having taken account the views expressed, ComReg has decided it is beneficial to customers for Relevant Service Providers to clearly articulate contact channel Commitments as an expectation of the time it will take to obtain a response from a human Customer Service Agent – across phone, email, web form and chat. In addition, Relevant Service Providers have further flexibility to include separately information about their AI customer service agent (if any) used in the provision of customer care service. Where a Relevant Service Provider decides to include information in relation to its AI Solution for any of its contact channels in the Charter, it shall be in the form of a

statement made in accordance with requirements in Schedule 2, Appendix A.

- 1.88 ComReg is satisfied that its approach strikes the appropriate balance. It supports the key policy objective of transparency. ComReg is satisfied taking account of the benefits to end-users that it is proportionate to allow Relevant Service Providers to offer Commitments that, on the one hand give customers a clear expectation of the level of quality of customer service they can expect to receive when seeking to reach a human Customer Service Agent to directly address their issue; while on the other hand, also recognise and incentivise innovation by allowing Relevant Service Providers the flexibility to communicate with customers on their offer of automated or AI customer service support which could respond and resolve customer issues and to include such information in the Charter.

### **New line connection acknowledgement time – Metric B1**

- 1.89 In relation to the metric (B1), i.e., the time to acknowledge a Relevant Customer's request for a new service, ComReg acknowledges that customers may receive an automatically generated notification following a specific request (e.g. online or via telesales purchase). For example, an email receipt confirming the purchase details including date of installation of a new broadband service.
- 1.90 Therefore, ComReg has removed the text "excluding any automatically generated replies" from the metric B1 and which is now defined according to Schedule 3, Appendix A.

### **Refining metrics for postal response and issue of refunds by cheque and EFT**

- 1.91 ComReg acknowledges Three's submission that for postal query response and cheque issuance the stop criteria should be "the handing over of the postal packet to the relevant postal provider" and for refund by EFT "the stop trigger should be the point at which the funds leave the Service Provider bank."
- 1.92 Having considered the issue raised, ComReg has decided to revise the metric definitions (A5) post response time, (C1) EFT refund time and (C2) Cheque refund time - to account for the point in time when a letter (containing a response to an issue or cheque) is handed over to the postal service and when an EFT is issued by the provider.
- 1.93 In the context of the refinements made to the above metric definitions outlined (according to Schedule 3), ComReg has decided to revise the language requirements and ComReg's specified instructions (in Schedule 2) for Commitments made in relation to postal contact and the issue of refunds by cheque and EFT. The requirements include an accompanying statement that clearly sets out an allowance of time for postal delivery of letters and cheques and settlement of payments by EFT

into a customer's bank account. This aims to strike the appropriate balance ensuring that end-users are informed as to when they can expect to receive their refund while acknowledging and providing an explicit allowance of time for any processing by third parties.

- 1.94 In both the postal and refund statements, Relevant Service Providers have the flexibility to insert a number of working days for the delivery of a letter and cheque by post and for the payment by EFT refund to appear in the customer's bank account. For example, in the case of refunds, the statement reads as follows: "Please allow [...] working days for a cheque refund to be delivered by post, and [...] working days for funds to appear in your bank account".

### Other metric elements – opening hours and unit of measurement

#### Opening hours within the charter

- 1.95 In the Further Consultation, ComReg proposed that for each contact channel, a Relevant Service Provider enter the contact details for which the Commitment(s) will apply above the relevant Commitment table.
- 1.96 It is also beneficial to customers to know and easily find a provider's customer service opening hours, in particular the opening hours of its live channels (phone and chat). ComReg notes the submission that Commitments made in a Charter should apply only to the times when contact channels are open. It is more appropriate that opening hours information for the phone and chat contact channel appear alongside contact details (phone number(s) and chat link) included above the associated Commitment table. In relation to the asynchronous channels where communication through email and web form channels does not happen in real-time, customers can send an email or web form at any time (24/7) outside of opening hours. In that context, it is not necessary for Relevant Service Providers to include opening hours information in respect of the asynchronous channels in a Charter.
- 1.97 In this regard, ComReg has decided to revise the content and form requirements (in Schedule 2) to include the contact information (support phone number(s), email address, chat link) and the relevant opening hours for the phone and chat contact channel, against which Relevant Service Providers are asked to offer a Commitment on the level of quality of customer service in relation to the specified contact information, facilitating the Charter objective of being a 'one-stop shop'.

#### Unit of measurement – email and web form contact response

- 1.98 ComReg proposed where a Relevant Customer sends a query via email or web form, that a Relevant Service Provider offer a Commitment to respond with a range of timeframe intervals measured in clock hours.



- 1.99 Having taken respondents' submissions into account, ComReg remains of the view that measurement of response times in clock hours for both email and chat contact channels is reasonable and proportionate. The use of clock hours for response time provides comparability where providers operate under varying opening hours and/or perform back office and operational functions outside standard customer service opening hours.
- 1.100 In relation to wholesale service level agreements (SLAs), ComReg's view is that it is up to Relevant Service Providers to set their Commitments based on whatever multiple of factors they consider relevant, as set out in response to the Further Consultation.
- 1.101 Regarding Three's comment that the use of clock hours may give rise to reduced percentage commitments, ComReg notes the response time cited by ETSI<sup>50</sup> to enquiries received through contact channel modes, such as, email, is expressed in clock hours. ComReg also notes industry surveys reveal customer expectation of e-mail response time in hours<sup>51</sup>. The Charter provides for Relevant Service Providers to express Commitments up to 48 hours (2 days) and in addition gives Relevant Service Providers the flexibility to offer their own Commitment, expressed in hours. ComReg considers for the reasons set out in Consultation 23/14 and the Further Consultation, that implementing a Charter can improve the standard of customer service that customers get from their Service Providers. In summary, 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 customer service levels, and Service Providers being incentivised to compete on levels of customer service. It is expected that together these factors would drive a more competitive dynamic, leading to improvements in overall customer service levels by allowing customers choose the provider who promises to deliver them the best overall service.

### **In Scope Contacts – Commitments relating to the service being provided**

- 1.102 ComReg notes Three's comment that "providers should only measure against contacts relating to the service provided", citing the example that a subject access request "be excluded from performance measurement". ComReg is of the view that, in general, all issues relating to the provision of IAS or publicly available NBICS should be included as part of a Relevant Service Provider's Commitments in a Charter.
- 1.103 While it is accepted that there may be limited exceptions to this general rule, this would be in circumstances where this contact clearly relates to a different legislative

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<sup>50</sup> ETSI ES 202 057-1 clause 5.8.1.

<sup>51</sup> <https://www.zendesk.com/blog/first-reply-time/>

framework and is unrelated to ComReg’s functions and objectives.

## 1.5 Question 5: Commitment period

- 1.104 In Section 1.8 of ComReg 25/05C (publishing and updating), ComReg set out its revised preliminary view that the Commitment period is set for a longer timeframe i.e., one quarter.<sup>52</sup> ComReg then asked the following question:

*Do you agree with ComReg’s revised preliminary views regarding the length of time a Commitment would be in place without being changed (i.e., the Commitment period) from monthly to quarterly? Please give reasons for your view and if you disagree provide specific alternative suggestions.*

### 1.5.2 Respondents’ views

- 1.105 Four respondents (Three, Sky, Vodafone, and Virgin Media) expressed support and broadly welcomed ComReg’s revised proposal in respect of ‘quarterly commitments and quarterly updates’ to the Customer Charter.

### 1.5.3 ComReg response

- 1.106 Responses to the Further Consultation demonstrated general support for quarterly Commitments and quarterly updates to the Charter. In responding to Consultation 23/14 Tesco Mobile disagreed with the proposed option of monthly Commitments. eir and Vodafone requested clarity as to how monthly Commitments would be expressed in a Charter with Vodafone adding that it agreed with the quarterly update option. Having considered the views expressed and for the reasons set out in the Further Consultation, ComReg’s final decision is that the Commitment period is quarterly, aligning with how frequently a Charter is updated, i.e., quarterly Commitments and quarterly updates, as set out in Further Consultation.

## 1.6 Question 6: Audit of Performance Reports, Audit Statement and Sign-off by an Officer of the Company

- 1.107 In the Further Consultation, ComReg set out its revised approach to the proposed mandatory audit requirements.<sup>53</sup> ComReg had proposed in Consultation 23/14 to require that providers arrange and pay for an independent audit of the first Performance Report, and to submit an Audit Statement to ComReg alongside that Performance Report. Considering submissions received to Consultation 23/14, ComReg in the Further Consultation proposed to allow an Officer of the Company

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<sup>52</sup> Following 1.4.6 of the draft RIA (ComReg 25/05B).

<sup>53</sup> See section 1.18 of ComReg document 25/05C.

(being a director or chief executive officer) to sign off Performance Reports (in years subsequent to the audit of the first Performance Report) and to provide a sign-off to ComReg in lieu of an Audit Statement from an independent Auditor. To give effect to this revised approach, ComReg proposed the form of Sign-off be in the form set out in Schedule 4 of the revised draft Decision Instrument. Schedule 4 presented a template for a written statement, to be produced and signed by an Officer of the Company to confirm the accuracy and reliability of a Performance Report.

- 1.108 ComReg’s rationale for its revised approach, with respect to the audit of a Relevant Service Provider’s Performance Report, was elaborated in paragraphs 1.429-1.432 of Appendix C to the Further Consultation.<sup>54</sup> ComReg then asked the following question:

*Do you agree with ComReg’s revised preliminary views regarding the audit of Performance Reports, Audit Statement and form of senior Sign-off by an Officer of the Company – Appendix A – Schedule 4? Please give reasons for your view and if you disagree provide specific alternative suggestions.*

## 1.6.2 Respondents’ views

- 1.109 While responses to the question were varied, most respondents (eir, Sky, Three, Virgin Media and Vodafone) agreed with the revised proposals set out in the Further Consultation. eir commented that “the relaxation of audit requirements is positive.” Sky welcomed “the removal of an ongoing audit requirement and its replacement with a sign-off process.” Sky “also accept and appreciate the importance of the initial audit in evaluating and reporting on the first Charter performance.” Three noted “that ComReg has taken account of previous submissions as regards the proportionality (especially in respect of the cost implications) of requiring ongoing independent audit of the performance reports. The inclusion of an option for certification by senior management is welcome.” Vodafone commented that “the revised views on auditing with a move from an annual audit report to an initial independent audit are welcome.” While Virgin Media noted that an Audit Statement is not necessary and would constitute a significant added expense, they welcomed the option to have a Sign-off by an Officer of the Company in lieu of an Audit Statement.
- 1.110 ComReg considers that other responses received fall under the following themes:
- Insufficient evidence to support the requirement of audit
  - Sufficiency of senior sign-off

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<sup>54</sup> [Appendix-C-Proposals-for-Implementing-a-Charter-Response-to-Consultation-2314.pdf](#)

- A more efficient approach
- Consistency of audit methodologies

### **Insufficient evidence to support the requirement of audit**

- 1.111 eir said that “ComReg has not set out any evidence to support the requirement of audited (initial) and signed-off (subsequent) quarterly reports on customer commitments as a means of improving customer transparency or customer service quality. ComReg is required to set out how its regulatory proposals are proportionate, reasonable and justified. The Regulatory Impact Assessment in this case does not set out what clear benefits are expected to be gained from the proposed measures such as the audit requirement, and how this serves as a justification for the costs involved.”
- 1.112 In eir’s Summary Response they stated that “on a cost and resourcing efficiency basis, we strongly believe that the time and resources needed for the reporting and audit requirements proposed are not an efficient use of resources.”

### **Sufficiency of senior sign-off**

- 1.113 Three stated that “the requirement that the first report be independently audited is excessive. The practical effect of the mechanism for ongoing internal certification means that ComReg is of the view that annual certification by a senior manager gives sufficient certainty over the accuracy and integrity of the reporting. ComReg has not set out any objective reason why internal certification for the initial report would not give an equivalent level of certainty for that one initial report.” Three also noted that “the submissions from the CCPC and Chambers Ireland regarding the desirability of independent annual audits. However, ComReg in its draft decision has decided that annual internal certification of the reporting metrics is an adequate mechanism to address these positions on an ongoing basis. Once it has arrived at a view that annual internal certification gives equivalent certainty as would be given by annual independent audits then it is not clear from the documents why ComReg has reached a view that this equivalence does not hold for the first report. The imposition of an obligation which will incur direct costs in the absence of such objective reasons is disproportionate and unjustified.”

### **A more efficient approach**

- 1.114 Virgin Media pointed out “that written Sign-off by an Officer of the Company is also unnecessary and that a more efficient approach would be to submit Performance Reports via ComReg’s portal, in the same manner as the ComReg Quarterly Key Data Report (QKDR) data is submitted.”

### Consistency of audit methodologies

- 1.115 eir commented that the audit “requirement remains disproportionate and impractical given that there is no agreed framework within which to audit this information for either individual operators or at an industry level.” eir also said that it “is concerned that methodologies employed by different auditors will not be consistent and therefore not comparable, in particular with regard to resolutions.”

### 1.6.3 ComReg response

#### Insufficient evidence to support the requirement of audit

- 1.116 ComReg does not accept the submission that “ComReg has not set out any evidence to support the requirement of audited (initial) and signed-off (subsequent) quarterly reports on customer commitments as a means of improving customer transparency or customer service quality” and “The Regulatory Impact Assessment in this case does not set out what clear benefits are expected to be gained from the proposed measures such as the audit requirement, and how this serves as a justification for the costs involved.”
- 1.117 In terms of monitoring and evaluation of implementation of Charter requirements, 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.
- 1.118 Consultation 23/14 clearly set out that an important aspect of implementing Charters is evaluating how Relevant Service Providers have implemented and performed against their stated Commitments (if any). 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 the 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.” Responses to Consultation 23/14 showed there was a common understanding that some form of measuring performance against Charter commitments is necessary. For the reasons set out in Consultation 23/14 and the Further Consultation,<sup>55</sup> ComReg remains of the view taking account of the benefits to end-users that measuring of performance and quarterly reporting on actual performance against Charter Commitments is necessary, appropriate, proportionate and justified ensuring the accountability of Relevant Service Providers in respect of

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<sup>55</sup> See section 1.18.2 of ComReg 25/05C.

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.

- 1.119 With respect to the audit of Performance Reports, 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.
- 1.120 Regarding eir's comment on clear benefits to be set out in the RIA, ComReg, in its draft RIA,<sup>56</sup> assessed the impact of its proposed intervention (including measuring of performance, quarterly reporting to ComReg and audit of Performance Reports) across industry, customers and competition. As set out in the Further Consultation,<sup>57</sup> the audit plays an important role in ensuring the accuracy and integrity of Performance Reports, which will support customer confidence that the information published in Charters (and measured performance reported to ComReg) is reliable. ComReg's view remains valid. As set out in the RIA, without Performance Reports being independently audited (or sign-off by an Officer of the company in lieu of a statement on the Performance Report by an independent auditor subsequent to the audit of the first Performance Report), there is a risk that Relevant Service Providers may report inaccurately. This could skew competition by making actual performance against Commitments look better than it really is. This would undermine the transparency and comparability objectives of the Charter and distort any assessment of levels of quality of customer service.
- 1.121 ComReg considered in the Further Consultation 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 Appendix A: Schedule 3). An audit will help to 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.” The focus of the Charter is on transparency.
- 1.122 Furthermore, ComReg expects that, as Relevant Service Providers publish Commitments and submit performance data to ComReg, the transparency and availability of information on the quality of customer service levels will improve to the benefit of customers. Creating transparency around customer service standards should stimulate competition; the expectation being that as providers observe the information published in their competitors' Charters, this will incentivise competition

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<sup>56</sup> As set out in chapter 8 of Consultation 23/14 and Appendix B of the Further Consultation and Draft Decision ComReg 25/05B.

<sup>57</sup> See paragraph 1.131 of ComReg's revised draft RIA in the Further Consultation in ComReg 25/05B.

on the levels of customer service.

- 1.123 Thus, ComReg disagrees with the comment that the “Regulatory Impact Assessment does not set out what clear benefits are expected to be gained from the proposed measures such as the audit requirement”. ComReg is of the view that the clear benefit of the audit (or sign-off in lieu of a statement on the Performance Report by an independent auditor) is that such verification of the performance data supports the transparency and comparability objectives of the Charter and aid with the accurate assessment of levels of quality of customer service.
- 1.124 ComReg responded to comments raised in response to Consultation 23/14 in relation to the disproportionate and burdensome nature of the requirement for Relevant Service Providers to submit audits and also the cost of having to pay for a recurring mandatory independent audit. ComReg weighed up the costs (such as, financial cost, time and resources) and, as set out above, the benefits to end-users of the proposed mandatory audit requirement. The adjusted proposal (sub-option 3i as set out in the RIA) i.e., giving providers the option of either an audit or sign-off of the Performance Report by an Officer of the Company in years subsequent to the initial audit, is least burdensome on providers, while also ensuring that reporting will be accurate and comprehensive to the benefit of end-users. As set out above, there was consensus support expressed by respondents to the Further Consultation on the move from an annual audit report to an initial independent audit and the option to have a Sign off in lieu of an Audit Statement in subsequent years.
- 1.125 ComReg remains of the view, as already set out in paragraph 1.132 of Appendix B of Further Consultation in ComReg 25/05B, that the benefits of an audit (i.e., allowing end-users to consider that the information presented to them has been assessed independently and is trustworthy) outweigh and justify the cost to industry of carrying out an audit. On balance, ComReg considers its approach proportionate and justified as the focus of the Charter is on transparency.

### Sufficiency of senior sign-off

- 1.126 Regarding the submissions that “the requirement that the first report be independently audited is excessive”, and “an Audit Statement is not necessary and would constitute a significant added expense” and “that written Sign-off by an Officer of the Company is also unnecessary”, ComReg is satisfied taking account of the benefits to end users that a mandatory Audit is both necessary and proportionate. However, to allow Relevant Service Providers to minimise the costs of an audit, ComReg is allowing the option of Sign-off by an Officer of the Company in lieu of an Audit Statement in years subsequent to the audit of the first Performance Report. ComReg has set out its rationale for audit requirements in the consultations and above and ComReg is satisfied that its approach remains valid and proportionate

towards Relevant Service providers and justified taking account of the benefits to end-users.

- 1.127 Regarding the submission that “ComReg has not set out any objective reason why internal certification for the initial report would not give an equivalent level of certainty for that one initial report”, as set out in the Further Consultation, the Charter is a new measure responding to the identified lack of transparency of customer service quality in the market and a lack of existing commitments by providers as set out in section 3.1 of the Consultation 23/14. ComReg has not previously collected data on performance against Charter Commitments from providers and ComReg wants to ensure, by utilising an audit for at least the first Performance Report provided, that the performance data is reliable and verified. ComReg wants to ensure that customers can rely on the information published in Charters and trust the measured performance. In that context and having taken account of responses specific to the auditing of Performance Reports, ComReg is of the final 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. ComReg notes that Sky, in its response stated that they “accept and appreciate the importance of the initial audit in evaluating and reporting on the first Charter performance.” However, as explained above, giving Relevant Service Providers the option of either an audit or sign-off of the Performance Report by an Officer of the Company, is a proportionate and justified approach in light of the comments raised in response to Consultation 23/14 and the Further Consultation. The option for providers to have sign-off on Performance Reports by an Officer of the Company (in years subsequent to the audit of the first Performance Report) would only be in lieu of a statement from an independent auditor; in other words, if a provider chooses not to submit a signed-off Schedule 4 alongside their Performance Report (in years subsequent to the audit of the first Performance Report), they will still be required to submit an Audit Statement from an independent auditor.

#### **A more efficient approach**

- 1.128 Regarding eir’s comment on the “cost and resourcing efficiency” of “the reporting and audit requirements”, ComReg notes that, other than making the statement, eir does not provide any supporting evidence to underpin the argument that regular reporting and audit (in lieu of an audit a Sign-off) would be inefficient in terms of cost and resources. As explained above, ComReg retains the position that, on balance, the benefit (to end-users) of providers reporting performance on a regular basis is that ComReg will be able to evaluate how providers have actually performed against their Commitments. This strengthens the incentives for providers to compete on Commitments and to deliver against those Commitments, to the overall benefit of



end-users. As set out in the final RIA,<sup>58</sup> ComReg also retains its view that Relevant Service Providers can set up automated processes to enable regular reporting. Thus, the actual ongoing burden of reporting should be relatively lower over time.

- 1.129 ComReg notes Virgin Media’s comment on “a more efficient approach... to submit Performance Reports via ComReg’s portal.” Section 38(4) of the 2023 Act provides that ComReg may “require a provider... to report to the Commission on such performance in such form and manner as the Commission specifies.” ComReg is requiring providers to submit their Performance Reports (and audit statements) to ComReg through the data.comreg.ie portal,<sup>59</sup> as providers currently do for Quarterly Key Data Report reporting, for example.

### Consistency of audit methodologies

- 1.130 ComReg notes eir’s concern that “there is no agreed framework within which to audit this information” and “methodologies employed by different auditors will not be consistent and therefore not comparable”, however, ComReg is of the view that its approach will allow for consistency and comparability.
- 1.131 ComReg requires a Relevant Service Provider to use a Data Dictionary and Reporting Template when measuring and reporting their performance against Standards in the Charter. As noted in the Further Consultation, 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, metrics, and reporting requirements.<sup>60</sup> In that context, the underlying data used to generate the Performance Report should be appropriately identified and captured by providers, to ensure that such data is reliable. The purpose of the audit is to confirm that the reports prepared by Relevant Service Providers have been completed using the relevant definitions and reporting requirements (as set out in the Draft Data Dictionary and Reporting Template at Schedule 3), and that the statement of an independent auditor sets out the auditor’s findings as to the completeness, accuracy and reliability of the Performance Report.
- 1.132 With respect to Sign-off, ComReg considers that the specified Form for sign-off will provide consistency (if Relevant Service Providers choose the option of sign-off by an Officer of the Company) in the approach across those providers that utilise the option. It will also give an assurance to customers that providers who use this option have followed ComReg’s template in terms of signing off on the accuracy of the

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<sup>58</sup> See the table presented in section 1.3.8 (How performance against Charter Commitments will be evaluated) of Appendix B of the Response to Consultation and Decision.

<sup>59</sup> [ComReg Data](#)

<sup>60</sup> Pursuant to the Data Dictionary and Reporting Template at Schedule 3, Appendix A.

performance data for which the Form for sign-off is submitted alongside. It will also allow for a level of comparability across providers.

- 1.133 Therefore, ComReg is satisfied that the framework it has set out to audit and report to ComReg is consistent and will allow for comparability of performance of Relevant Service Providers.
- 1.134 Section 38 (5) of the 2023 Act,<sup>61</sup> sets out ComReg’s power relating to audits and provides that “the Commission may arrange, or require a provider referred to in subsection (1) 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 customer charter.” ComReg notes the clear policy intentions of the legislature as set out in the section 38(4) and section 38(5) of the 2023 Act relating to audit and reporting of information.
- 1.135 ComReg notes under the provisions of section 38(4) it shall require a provider to measure its performance against the standards set out in its customer charter and to report to ComReg in such form and manner as it specifies. The policy for measuring and reporting is clearly out in the 2023 Act. Furthermore, in accordance with section 38(5) ComReg has the power to arrange or require a Relevant Service Provider to arrange for an independent audit. This gives ComReg the means to verify the accuracy of the data being supplied by Relevant Service Providers. ComReg considers that an audit plays an important role in ensuring the accuracy and consistency of Performance Reports.
- 1.136 Therefore, ComReg is of the final view that its measures relating to audit and performance reporting are consistent and give effect to the policy set out in legislation and they are justified and proportionate as regards the aim to be achieved.

## 1.7 Question 7: Draft Decision Instrument

- 1.137 In Appendix A of the Further Consultation (ComReg 25/05A), ComReg set out its revised draft decision instrument and revised Schedules 1-3 including a new Schedule 4, which set out the Form of Sign-off by an Officer of the Company. ComReg then asked the following question:

*Do you agree with ComReg’s revised draft Decision Instrument as set out in Appendix A? Please give reasons for your view and if you disagree, provide specific alternative suggestions.*

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<sup>61</sup> [Communications Regulation and Digital Hub Development Agency \(Amendment\) Act 2023](#)

## 1.7.2 Respondents' views

1.138 Respondents asked for clarification and made suggestions and requests for changes in the following areas:

- Scope and Application
- Frequency of reporting
- Notification requirement and durable medium
- Charter updates and contractual information
- Clarification on publication requirements – timings and homepage
- Clarification in the Decision Instrument on audit requirements
- Longer implementation period

### Scope and Application

1.139 In this context, Wiggin LLP and Three submitted concerns and sought clarification in the following areas:

- Apply market share threshold requirement to a subset of customers
- Consider a “light touch” simplified Charter for smaller in-scope providers
- Clarification in Decision Instrument on market share threshold requirements
- Consider an alternative method of market share calculation

### **Apply market share threshold requirement to a subset of customers**

1.140 Wiggin LLP submitted that the market share threshold requirement “may disproportionately impact ”B2B-focused providers” whose core business is serving large enterprises rather than consumers or smaller businesses.” Such “a B2B-focused provider might surpass this threshold due to its enterprise-facing activities, yet the fraction of its customers who fall within and are ComReg’s intended beneficiaries for the Customer Charter’s scope could be minimal.” According to Wiggin LLP, a provider in this position must meet the same compliance obligations as a provider whose primary market focus is consumer retail or small-business, creating “administrative, operational, and financial burdens that are out of proportion to the actual scope and benefit intended of the Customer Charter, for B2B-focused providers”.

1.141 Wiggin LLP suggested that ComReg should “further clarify that for the purposes of B2B focused providers, only those providers where the subset of their total direct to consumer business or micro/small enterprises, or not-for-profit traffic exceeds the 0.5% market threshold, would be within scope of the Customer Charter and its requirements”.

### **Consider a “light touch” simplified Charter for smaller in-scope providers**

- 1.142 Wiggin LLP also suggested that ComReg should “consider a tiered approach to compliance: allow providers whose in-scope customer base is small to implement a simplified or “light-touch” version of the Customer Charter, which removes the need for B2B-focused providers to (a) provide and (b) therefore report against measures they do not currently have in place (e.g. if they have no webchat function in place).”

#### **Clarification in Decision Instrument on market share threshold requirements**

- 1.143 Three requested ComReg make the Decision Instrument “clear that the obligation to publish a Charter applies individually and separately for each of the four markets that ComReg has identified (i) fixed Internet Access Services, (ii) mobile Internet Access Services, (iii) fixed Number-Based Interpersonal Communications Services and (iv) mobile Number-Based Interpersonal Communications Services”. In particular, Three requested clarification, where a service provider is active across a number of these markets, that being above the threshold in one market does not “trigger” an obligation on the provider in respect of markets where it is not above the threshold. According to Three, “to do otherwise would distort competition within the sub-threshold market by potentially imposing obligations on some providers in that market which are triggered by their activity outside of the market”.

#### **Consider an alternative method of market share calculation**

- 1.144 As regards market share calculation, Three submitted that it remains of the view that ComReg’s proposed market share calculation is unduly complex and is operationally burdensome as “The Draft Decision Instrument requires all Service Providers to each perform an individual market share calculation every quarter by reference to the most recently published ComReg market data figures”. Three cited ComReg’s approach to the market share threshold in Decision D13/24 as being “more straightforward.” Three is of the view that ComReg’s RIA analysis “is not clear that 0.51% or 0.49% thresholds, or some other level that approximates to 0.5%, would not give equivalent benefits” and suggests using a threshold where the minimum number of subscribers approximate 0.5% of the relevant market would deliver the same benefit.

#### **Frequency of reporting**

- 1.145 Most respondents (eir, Sky, Virgin Media, and Wiggin LLP) prefer annual reporting, and describe the quarterly reporting requirement as either “overly burdensome” or “time-consuming,” and “not an efficient use of resources”. Sky, in its preference for annual reporting, refer to the existing reporting obligation in relation to Switching and Number Portability – End-User Compensation.
- 1.146 Wiggin LLP submitted that ComReg’s proposed quarterly reporting requirement “means that smaller and/or B2B-focused providers will need to use a disproportionate number of resources to meet the high compliance burden and cost that may generate

a negligible percentage of information on a quarterly basis.” The respondent added that such reporting may “actually detract from their ability to focus resources on customer service improvements.”

- 1.147 Vodafone requested that “ComReg move from quarterly reporting to biannual reporting after the first year of operation” and potentially align with reporting of customer care data as a way to “avoid duplication of effort and reduce resource impacts.” Vodafone further added that “the position that once this scheme is established it will become business as usual is an oversimplification,” adding that it will require incremental resources and require “an ongoing need to understand and educate the ComReg definitions which by their nature will not align with internal KPIs”.

### Notification requirement and durable medium

#### Notification Requirement

- 1.148 In section 5 of the revised draft Decision Instrument,<sup>62</sup> ComReg set out its requirements for notifying customers about a Customer Charter.
- 1.149 eir submitted that “with regard to the notification requirements for new and existing customers, it is unclear from the draft Decision whether new notifications are required to all customers whenever there are quarterly Commitment updates”.
- 1.150 In relation to making existing customers aware of the Charter, Vodafone outlined its “understanding is that a statement of the charter availability on the customer’s bill is considered to meet the requirement of section 5.1” of ComReg’s Decision instrument. Vodafone further submitted that “it is not appropriate to give further texts to customers – the principle should be that awareness can be embedded into existing communications to customers over the 12 months following publication. This could include, for example, the customer’s bill, inclusion in the best tariff advice notifications that go to all customers annually, or if another service announcement issues it may be appropriate to include.”

#### Durable medium

- 1.151 ComReg had regard to the submission received on the issue of durable medium and ComReg proposed to include a definition in the draft Decision Instrument that “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

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<sup>62</sup> See [Appendix A Draft Decision Instrument – Proposals for Implementing a Customer Charter | Commission for Communications Regulation](#)

which allows the unchanged reproduction of the information stored.

- 1.152 Vodafone noted that it understands “durable medium” to mean a document, such as, a PDF published on its website, however it seeks clarification where a “Service Provider must store information in a way that is accessible for future reference.” Vodafone submits that the Charter is a “live document” where commitments can be updated quarterly. In acknowledging ComReg’s text “for a period of time adequate for the purposes of the information”, Vodafone requested clarification that “there is no need to keep a historic archive of charters” adding this would be too confusing for customers.

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

- 1.153 Eir sought further clarification on whether the “making of Commitments and notifications of such to customers (in particular with regard to subsequent quarterly amendments) will in effect amend the customers' terms and conditions, resulting in the knock on effect of a contract break.” In particular, eir drew attention to “ComReg's text” i.e. paragraph 1.208 of the Further Consultation (25/05C), which according to eir “appears to suggest that if any Commitments are made by a service provider, they must also be incorporated into the customers' terms:”

### **Clarification on publication requirements**

- 1.154 In Section 4.1 (ii) (a) of the draft Decision Instrument, ComReg proposed “A Relevant Service Provider shall publish an initial Customer Charter, in accordance with this clause (an “initial Customer Charter”), on: a. 1 July 2025, if it is a Relevant Service Provider on 1 April 2025”. eir requested clarification on “exactly what is meant with regard to July and April.”
- 1.155 In Section 4.2 (ii) of the revised draft Decision Instrument, ComReg proposed “A Relevant Service Provider shall ensure that (a) there is a direct link to / from the home page of the corporate website to the Customer Charter, (b) a description of the Customer Charter is displayed clearly and prominently on the webpage.” eir requests clarification on whether the statement and (in particular the term “webpage”) refers to a provider’s home page. eir added that if this is the case, it considers “a requirement to provide a description of the Charter on the home page to be excessive. Customer Charter is a commonly used term that should not require an explanation on the home page.”

### **Clarification in the Decision Instrument on audit requirements**

- 1.156 Regarding the performance reporting and auditing requirements for the Customer Charter, Three sought clarification in relation to the ComReg views set out in Appendix C of the Further Consultation in ComReg 25/05C and the performance and

auditing requirements set out in clauses 6.4 and 6.5 of the Decision Instrument. In particular, clarification in 6.4 and 6.5 of the Decision Instrument that the first Performance report (i.e., the Performance Report submitted subsequent to the publication of the initial Charter) be independently audited with an audit statement sent to ComReg, and that in the following and subsequent years, ComReg allows for sign-off by an Officer of the company in lieu of a statement on the performance report by an independent auditor.

### Longer implementation period

- 1.157 Wiggin LLP submitted that for B2B-focused providers “implementing and maintaining detailed consumer-facing policies, metrics, and reporting frameworks for a small number of qualifying customers would require the same foundational work as if the provider served tens of thousands of consumers, micro-enterprises or not-for-profits.” Wiggin LLP stated that a 3-month implementation period from ComReg’s final decision is not enough time for “B2B-focused providers to develop, create and scale the processes that ComReg is envisioning under this Customer Charter”. The respondent recommended that ComReg consider a 9-12 month implementation period given the work required to deliver the Charter and other regulatory initiatives providers are currently implementing.
- 1.158 Both Vodafone and Sky requested a longer implementation period of six months. Vodafone request the extended lead time to “allow the organisation to have a clear final decision, which can be developed into the Charter, made operational, and tested with one full quarter before going live”. For Sky, the extended lead time will allow its “data teams to assess, design and test the capability for the chosen commitment before the charter is published.”
- 1.159 Sky and Three outlined a similar challenge in that despite the production of a performance report five months following publication of the first Customer Charter, IT development work and advance analysis and testing of the metrics must be undertaken in order to develop and decide the Commitments to be offered in the Charter. This work must be completed during the Charter preparation and publication stage, which is three months following the date of ComReg’s final decision.
- 1.160 According to Sky, their “choices of which commitment to publish and the design of the relevant reporting process for each commitment cannot easily be impact assessed in such a short period as 3 months”. Sky recommended an appropriate lead time “for some elements of the Charter, particularly those that require technical reporting development”. ComReg notes Sky’s earlier comment in relation to the Final Resolution Commitment in particular, its concern “that to accurately report the information related to the commitment on Final Resolutions, significant technical development will be required as this commitment covers all five contact channels

and requires the creation of an entirely new query resolution reporting system for every single query that Sky receives.”

- 1.161 Three submitted that “to include committed service levels in a Charter an analysis would need to be carried out by (sic) Service Providers on their current levels of performance” and this analysis would include ensuring that the ComReg’s proposed metrics align with the data dictionary. Three is of the view that a “12 week timeframe to compile the data, carry out the required analysis, obtain governance approval for the actual committed performance levels and to publish the commitments is unrealistically short”. The “20 week” period (after Charter publication) to prepare the Performance report “does not alter the fact the necessary IT and process development work for the production of the underlying data must be complete and live from a point 12 weeks after the effective date” (i.e. from when the response to consultation and final decision is issued). Three submitted that “the key attribute in determining whether the proposed timeline is reasonable and proportionate is not the date of the first report but the date when the activities to implement the data capture to support the report must be complete.”

### 1.7.3 ComReg response

#### Scope and Application

##### **Apply market share threshold requirement to a subset of customers**

- 1.162 Considering Wiggin LLP’s submission that the market share threshold “may disproportionately impact “B2B-focused providers” whose core business is serving large enterprises rather than consumers or smaller businesses” and “a B2B-focused provider might surpass this threshold due to its enterprise-facing activities, yet the fraction of its customers who fall within and are ComReg’s intended beneficiaries for the Customer Charter’s scope could be minimal.” ComReg understands that Wiggin LLP’s concern is that “a provider in this position” is required to prepare, publish and keep updated the Charter for a small number of customers due its large enterprise-facing activities. ComReg notes that the respondent did not put forward any details on this hypothetical scenario.
- 1.163 Regarding Wiggin LLP’s suggestion that the Charter’s scope and its requirements apply only to B2B-focused providers in instances where “the subset of their total direct to consumer business or micro/small enterprises, or not-for-profit traffic exceeds the 0.5% market threshold”, ComReg does not agree that an approach to narrow the scope and application of Charter requirements is appropriate, proportionate or justified. It would exclude microenterprises, small enterprises and/or not-for-profit organisations that may have similar bargaining power to consumers, who could benefit from the information and clear customer service standards set out



in a Charter.<sup>63</sup> It may give rise to an inconsistency where Relevant Customers (micro/small enterprises and not-for-profit customers) do not receive the benefit of a Charter due to a Relevant Service Provider's focus on another specific group of customers. B2B-focused providers most likely serve a range of end-users that are microenterprises, small enterprises and not-for-profit organisations and corporates). As set out in the consultations, end-users that are microenterprises, small enterprises and not-for-profit organisations 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, despite that they may represent a small proportion of the overall B2B customers. 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.

- 1.164 ComReg has had regard to the submissions received on the issue of proportionality of implementing Charter requirements. Section 38(1) of the Act provides that ComReg “may require providers of internet access services or publicly available interpersonal communications services” to prepare, publish and keep updated a Charter. In deciding which Service Providers the Charter will apply to, ComReg has weighed up the relative importance of extending the benefit of a Charter to as many end-users while also proportionate towards Service Providers.
- 1.165 ComReg has sought to ensure that the regulatory burden of Charter requirements does not have undesirable consequences for smaller providers of ECS and therefore, has decided that Charter requirements will be imposed on providers of IAS and NBICS, with a market share greater than 0.5%. ComReg remains of the view, as expressed in both Consultation 23/14 and the Further Consultation, that it is appropriate to apply the requirement to prepare, publish and keep updated the Charter, to providers of IAS and NBICS, where they serve 0.5% or more of the market, they are active in i.e. fixed or mobile NBICS, fixed or mobile IAS.
- 1.166 ComReg, in its analysis in Consultation 23/14, set out that the application of a threshold is proportionate towards smaller providers of ECS and least burdensome way to meet the objectives for a Charter. ComReg considered, on balance, that 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. It was ComReg's view that applying the threshold at this level will cover 99.7% of mobile subscriptions (excluding mobile broadband and machine to machine subscriptions), 98.3% of fixed voice (PSTN,

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<sup>63</sup> See section 1.4.3 of the revised draft RIA ([Appendix-B-Proposals-for-Implementing-a-Charter-Draft-Regulatory-Impact-Assessment.pdf](#)) for ComReg's assessment of the impacts and options with respect to the classes of end-user the Charter is to address.

ISDN and VOIP) subscriber lines, 97.5% of fixed broadband subscriber lines, and 100% of mobile broadband subscriptions.<sup>64</sup> It also helps to avoid the risk of an undesirable competitive outcome or other unintended consequence, such as creating a barrier to entry. ComReg remains unchanged in its view that its approach strikes the right balance in terms of impact on end-users and providers alike.

### **Consider a “light touch” simplified Charter for smaller in-scope providers**

- 1.167 Regarding Wiggin LLP’s submission that ComReg consider a simplified or “light touch” version of the Charter that removes the need for B2B-focused providers to provide and report against “measures” (services) not currently in place such as chat, In the Further Consultation, in response to Sky’s similar suggestion for “the implementation of a reduced Charter for smaller competitors,” ComReg noted that such a distinction may not achieve the Charter objective in terms of transparency and comparability of information on customer service quality. As explained above, 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 NBICS, with a market share of 0.5% or greater of the applicable market (i.e. fixed or mobile NBICS, fixed or mobile IAS).
- 1.168 Furthermore, it is up to Relevant Service Providers to set their Commitments (if any) including in relation to contact channels. ComReg noted in the Further Consultation that if a provider does or does not offer specific customer service contact channels to customers, this should be clear from its Charter, the focus of the Charter is transparency. ComReg expects that where a Relevant Service Provider does not offer a support contact channel it will make it explicit in the Charter using ComReg-specified wording in accordance with Schedule 2, Appendix A. Therefore, ComReg has decided where a Relevant Service Provider does not offer a relevant contact channel in the Charter form requirements, it shall remove from the table the Commitment for that contact channel and insert the statement “We do not offer a [...] contact channel” as set out in Schedule 2, Appendix A. This will ensure the objectives of transparency and comparability of information by enabling customers to review the range of customer services across the Relevant Service Providers Charters and assist customers with identifying a Relevant Service Provider that meets their individual needs.

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<sup>64</sup> Based on Q4 2024 QKDR published by ComReg.

**Clarification in Decision Instrument on market share threshold requirements**

- 1.169 In section 2.5 of the Decision Instrument (“DI”) ComReg defines “Relevant Service Provider” as a provider of Internet Access Service and/or publicly available Number-Based Interpersonal Communications Service that has a market share of 0.50% or greater, as calculated in accordance with sections 3.4.
- 1.170 The DI makes it clear that Service Providers are required to keep under review their market share (in each of the markets identified) and to determine whether they are a Relevant Service Provider (i.e. whether their market share achieves the 0.50% threshold). If a provider of IAS and/or NBICS meets the 0.50% threshold, they are a Relevant Service Provider and are required to prepare and publish a Charter.
- 1.171 Service Providers that are active in one or more of the four markets identified would be required to calculate their market share in each of the markets they are active in, in accordance with section 3.4 of the DI and determine whether they serve 0.50% or more of the markets.
- 1.172 ComReg notes the submission seeking clarification about publication of a Charter by a Service Provider active in more than one of the above markets specifically the submission that “being above the threshold in one market does not trigger the obligation in respect of markets where the Service Provider is not above the Threshold”. ComReg is satisfied that in this scenario, a Service Provider would not be required to prepare and publish a Charter to address customers in that market where it does not achieve the threshold. However, ComReg notes that a provider’s customers within the market where it is active but below the threshold would also benefit in terms of customer service information in a (global) Charter, where there is an identified need for improvements in transparency on levels of quality of customer service. In addition, a Relevant Service Provider in one market may have a global charter which addresses customers also in another market, even if it is under the threshold for that particular market. However, to be clear, it is only Relevant Service Providers who are required to publish a Charter.
- 1.173 For the avoidance of doubt, if a Service Provider calculates its market share to be 0.49%, this would not meet the 0.50% or greater market share threshold (thus, in that case, the Service Provider would not be required to publish a Charter), while a calculation of market share at 0.51% would achieve the 0.50% or greater market share threshold (thus, in that case, the Service Provider would be required to publish a Charter). However, the Further Consultation notes that 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.

### Consider an alternative method of market share calculation

- 1.174 ComReg has considered the submission received as regards setting an absolute number of subscribers as the alternative threshold for requiring a Charter.<sup>65</sup> ComReg remains of the view that this approach which involves “using a threshold where the minimum number of subscribers approximate 0.50% of the relevant market” does not simplify the required self-assessment by Service Providers as to whether Charter requirements apply. ComReg understands that an absolute number of subscribers as the threshold would also have to be tracked by Service Providers, so that they can determine whether they are a Relevant Service Provider. The Decision Instrument sets out requirements for Service Providers to calculate their market shares. It follows the way that market shares are calculated and reported in ComReg’s Quarterly Key Data Reports. ComReg maintains and is of the final view that its approach enables providers of IAS and NBICS to easily review and to calculate their market shares in a uniform way.
- 1.175 Furthermore, Charter requirements will apply to providers of IAS and NBICS, where such service providers serve 0.50% or more of the market that they are active in, i.e. fixed NBICS, fixed broadband, mobile NBICS, mobile broadband. ComReg considers that an absolute number approach is static and not dynamic, unlike the percentage market share approach, which is calculated based as a percentage of the total subscriber base in the applicable market. ComReg notes the on-going market growth in mobile subscriptions and the decline in fixed voice (PSTN, ISDN and VOIP) subscriber lines, which in ComReg’s view adds further support to the use of the dynamic percentage-based approach.<sup>66</sup>
- 1.176 ComReg has already noted that the objective of the 0.50% or greater market share threshold is to extend 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 Service Providers. Based on ComReg’s analysis (of Q4’24 data), the 0.50% or greater market share threshold would mean that 98.3% of fixed voice (PSTN, ISDN and VOIP) subscriber lines and 97.5% of fixed broadband subscriber lines are covered by the Charter requirements. The 0.50% or greater market share threshold means that 99.7% of mobile subscriptions (excluding mobile broadband and machine to machine) and 100% of mobile broadband subscriptions are covered by the Charter requirements.
- 1.177 ComReg’s approach is therefore appropriate and proportionate towards Service

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<sup>65</sup> See section 1.3 of ComReg 25/05C.

<sup>66</sup> See the [Q4 2024](#) ‘Quarterly Key Data Report’ published by ComReg: Mobile subscriptions (excluding mobile broadband and machine to machine subscriptions) grew to 5.9 million in Q4 2024 from 5.2 million in Q4 2020. Fixed voice (PSTN, ISDN and VOIP) subscriber lines fell to 1.07 million in Q4 2024 from 1.3 million in Q4 2020.

Providers to keep under review and calculate their market share to determine whether it is a Relevant Service Provider.

### Frequency of reporting

- 1.178 Regarding the submissions received from some respondents for a less frequent reporting of performance and the suggestion that ComReg align Charter performance reporting with other ComReg reporting timeframes (biannually or annually), ComReg maintains its preliminary view as consulted on in the Further Consultation<sup>67</sup> that quarterly reporting on actual performance against Charter Commitments is necessary, appropriate, proportionate and justified.
- 1.179 ComReg in its draft RIA<sup>68</sup> 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).
- 1.180 With respect to the cost, time and resourcing involved in carrying out quarterly performance reporting, ComReg's RIA acknowledges that performance reporting will require providers to commit time and resource to the task, and more frequent reporting would likely have a greater cost to providers compared to less frequent reporting.
- 1.181 ComReg acknowledges that the Charter metric definitions may not directly align with a provider's existing KPIs. However, ComReg has identified KPIs that are common in the customer service industry to track performance and has selected parameters (start and stop triggers) for metrics that are common in contact centre systems. ComReg accepts that some development might be needed to allow for analysis and reporting in ComReg's desired format however, ComReg expects that providers should have enough time to automate ComReg's metric definitions to run alongside existing internal KPIs. ComReg remains of the view that once that process is set up to enable automated reporting (supported by the Reporting Template at Schedule 3), this would mitigate any incremental regulatory burden on providers of generating ongoing reports.
- 1.182 Against that, and from the end-user's perspective, more regular reporting of actual performance in turn improves the information available to customers on levels of quality of customer service providers. It ensures Relevant Service Providers are held

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<sup>67</sup> See ComReg 25/05C.

<sup>68</sup> As set out in chapter 8 of Consultation 23/14 and Appendix B of the Further Consultation and Draft Decision, ComReg 25/05B.

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. It allows 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.

- 1.183 As addressed in Question 6 above, ComReg considers that evaluating Relevant Service 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.
- 1.184 In that context, ComReg remains of the preliminary view that quarterly reporting strikes an appropriate balance between delivering on the transparency objective for the Charter, while being mindful of the ongoing burden on providers.

### **Notification requirement and durable medium**

#### **Notification Requirement**

- 1.185 ComReg considers that the Charter notification requirement in clause 5.1 of the Decision Instrument is clear, "a Relevant Service Provider shall ensure a Relevant Customer is made aware of the existence of its Customer Charter and how a copy of its Customer Charter can be obtained." These requirements also apply to any updated Charter.
- 1.186 Regarding Vodafone's suggestions to make existing customers aware through "a statement of the Charter availability on the customer's bill" and "inclusion in the best tariff advice notifications that go to all customers annually", the Further Consultation notes that ComReg considers Relevant Service Providers have flexibility on the method of notifying customers, with the communication expected to be similar to the manner in which providers customarily deliver regulatory notifications to their customers. It is noted that provider-led communications are advantageous as providers have a relationship with their customers and so are best placed to determine the most appropriate means to communicate directly with their customers about matters, such as, their Charter and new customer service commitments offered. In that context, ComReg considers it is a Relevant Service Provider's decision regarding the methods of notification it uses to make all (new and existing) customers aware of the Charter. Therefore, when making customers (both new and

existing) aware of the Charter, ComReg acknowledges Vodafone’s submission that “awareness can be embedded into existing communications to customers”, if appropriate however, this should not be restricted only to the 12-month period following publication of the Charter. Rather it should be part of a provider’s on-going periodical communication cycle.

1.187 To be clear, ComReg, in the Further Consultation, maintained its view that customers should be notified before they sign a new contract with their provider, pointing to the general support from respondents to the proposed option in Consultation 23/14 to include notification alongside (at the same time as) pre-contractual information. ComReg also clarified that the notification requirement does not apply to new contracts only. In that context, ComReg is of the final view that Relevant Service Providers are required to notify all customers, as the Charter notification requirement does not differentiate between new and existing customers. The Charter is a new regulatory measure, and end-users may not become aware of it in the absence of notification by Relevant Service Providers. There was consensus support expressed by respondents to Consultation 23/14 on this issue.

1.188 With regards to eir’s request for clarification on “whether new notifications are required to all customers whenever there are quarterly Commitment updates”, ComReg is requiring that customers are made aware of the existence of any updated Charter. ComReg has had regard to responses received to Consultation 23/14 on the issue of how and when a Charter will be updated. ComReg is of the view that consistent with the objectives of transparency and usefulness, it is necessary for customers to be made aware when Relevant Service Providers update their Charters.

### **Durable Medium**

1.189 Considering the submission received on this issue, for clarification, as defined in the 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. This definition 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, as further consulted on.

1.190 In this context, “durable medium” includes and can mean a document such as a PDF published on a website. Delivering on the transparency objective of the Charter i.e., ensuring it is easy for customers to locate and understand a provider’s Customer Charter, while being mindful of the regulatory burden on Relevant Service Providers, only one live and current (PDF) version of a Charter on a provider’s website is

necessary. However, Relevant Service Providers may want to maintain a record of previous versions of their Charter for their own needs or for reference purposes in the event of a dispute.

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

- 1.191 Regarding eir's submission that ComReg suggests "if any Commitments are made by a service provider, they must also be incorporated into the customers' terms". ComReg noted in paragraph 1.208 of the Further Consultation (25/05C) amongst other things that "it is not proposed to require Relevant Service Providers to incorporate Charter Commitments into the terms and conditions of their contracts". ComReg remains of this view.

### **Clarification on publication requirements – timings and homepage**

- 1.192 Regarding eir's request for clarification in relation to the proposal in the Further Consultation that a Relevant Service Provider shall publish an initial Charter on 1 July 2025, if it is a Relevant Service Provider on 1 April 2025. These dates were inserted in the draft Decision Instrument to make clear that Service Providers who assessed their market share as being 0.5% or greater on 1 April 2025 would be Relevant Services and required to publish their initial Charter on their websites on 1 July 2025. These dates in the draft Decision Instrument were subject to change depending on ComReg's Consultation process.
- 1.193 Now ComReg has decided, and in section 4.2 of the final Decision Instrument makes it clear, that from the effective date of the final ComReg Decision, all Service Providers who become Relevant Service Providers are required to publish a Customer Charter on or before the first Working Day of the Calendar Quarter following the Calendar Quarter in which it first becomes a Relevant Service Provider. However, as ComReg's decision is effective on publication, ComReg has decided to allow a period of circa 6 months for Service Providers to calculate their market share and where providers determine that they are Relevant Service Providers, to prepare and publish a Customer Charter. Therefore, ComReg has specifically provided that the earliest date by which Relevant Service Providers are required to publish a customer charter is the 5 January 2026 (so, for example a Service Provider who calculates its market share on 1 July 2025 as being 0.5% or greater, will be a Relevant Service Provider but will not have to publish a charter on the 1<sup>st</sup> day of October 2025 (which is the first Working Day of the Calendar Quarter following 1 July 2025) and instead it has until 5 January 2026 to publish its initial Charter). However, all other Service Providers who calculate their market share and meet the threshold after this will have to publish their Charter in the following Quarter.

- 1.194 Regarding eir's request for clarification in relation to Section 4.2 (ii) of the draft



Decision Instrument further consulted on, to clarify, ComReg considers the ‘homepage’ referred to in 4.2 (ii) (a) and the ‘webpage’ referred to in 4.2 (ii) (b) are two separate website pages.

- 1.195 ComReg concludes that a Relevant Service Provider will provide a “Customer Charter” direct link to/from its homepage on the corporate website to the Charter. With respect to a corporate website/homepage, ComReg notes the submission that “Customer Charter is a commonly used term that should not require an explanation on the home page.” However, ComReg expects that the Relevant Service Provider’s homepage will make accessing the Charter prominent and easy to identify. Furthermore, ComReg expects that there is a link on the webpage that directly accesses the Charter (e.g. a PDF file). ComReg remains of the view that this link must not direct the customer to another page where the customer is required to navigate further to locate the Charter. ComReg expects that webpage to contain a clear intelligible summary description explaining what the Charter is, absent such a description all customers may not easily find the Charter.
- 1.196 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 [...]”. ComReg, in Section 4.4 (ii) (a) (b) of the final Decision Instrument (Appendix A) sets out its requirements for publication of Charters. ComReg considers its approach to be appropriate, proportionate and justified as it will ensure that the Charter is prominent and easy to identify on the Relevant Service Provider’s homepage. It will ensure that it is ComReg’s view that a clear intelligible summary description explaining what the Charter is, and its purpose, must be provided so customers can easily find the Charter.

#### **Clarification in the Decision Instrument on Audit requirements**

- 1.197 With regards to Three’s request for clarification, ComReg has amended clause 6.4 of the final Decision Instrument to make it clear that in respect of the first Performance Report, generated for the Calendar Quarter (starting 1 January 2026), a Relevant Service Provider shall arrange and pay for an independent audit of that Performance Report and send an Audit Statement to ComReg at the same time as the Performance Report.

#### **Longer implementation period**

- 1.198 In Consultation 23/14, a three-month implementation period was proposed following the publication of a ComReg final decision for Relevant Service Providers to prepare and publish their Charter. ComReg considered that it important that a Charter is in place as soon as possible, to ensure customers can benefit from the information on customer service quality including provider-led Commitments (if any). ComReg

envisaged that providers may require time, following the publication by ComReg of a final decision, to prepare and publish their Charter. However, given that the proposed requirements were largely designed to work with provider's current business models and operations, ComReg did not anticipate that preparing a Charter should be an extensive exercise.

- 1.199 In light of respondents' views to Consultation 23/14 and, having considered the issue further, ComReg maintained its original preliminary view in Consultation 23/14 on an implementation period of three months, from when the response to consultation and final decision is issued, for providers to publish a Charter based on ComReg's revised proposals regarding the articulation of levels of quality of customer service. In the Further Consultation, ComReg set out that Relevant Service Providers are allowed further flexibility in articulating information relating to quality-of-service levels offered for specified categories of customer service in their Charters. ComReg's revised proposals also took account of submissions received that sought a more focussed approach to transparency.
- 1.200 Many respondents to the Further Consultation expressed the view that an extended lead time is required to implement the Charter for the reasons set out in summary in paragraphs 1.157-1.161 above.
- 1.201 ComReg has further considered this issue in light of respondents' views. ComReg is now deciding that Relevant Service Providers will have an extended up-front lead time of around 6 months from the effective date (publication date) of this Decision, which is sufficient to prepare (such as, to analyse and test the parameters for each Commitment (if any), complete any required governance sign-offs, develop the necessary content) and publish their Charter. In addition, subsequent to the publication of the Charter, Relevant Service Providers will have 5 months to generate a Performance Report on any Charter Commitments (in terms of service level expectations) and send it to ComReg (taking account of the provisions of section 38 of the 2023 Act). It would overall give an eleven-month period from the effective date of the Decision in respect of measuring, auditing of performance and reporting to ComReg.
- 1.202 ComReg's approach strikes a balance between the need to not delay the benefit of the Charter to customers and to minimise the burden on Relevant Service Providers. The following points summarise ComReg's conclusions with regards to the implementation period for Relevant Service Providers to prepare and publish Charters:
- ComReg remains of the view expressed in Consultation 23/14 that preparing a Charter should not be an extensive exercise, as Relevant Service Providers have further flexibility in terms of how they articulate their Commitments, and

they are not required to express Commitments at the individual customer level. ComReg's approach means that there are various options for how a Relevant Service Provider articulates and tailors Commitments (if any) to their own specific business operations. A Relevant Service Provider can make Commitment(s) as to the level of quality service it offers (in respect of a specified category of customer service), using a range of different intervals. Relevant Service Providers can also choose not to make Commitments (in which case they must make this explicit using ComReg-set wording).

- In addition, Relevant Service Providers can update their Charters quarterly if they wish.
- In sections 1.3.1 and 1.41 of the RIA, ComReg considered its approach would likely incur some implementation costs, however as providers would be permitted to include information on Commitments set themselves in their Charter (provider-set within parameters set by ComReg), they would likely not need to make substantial changes to their current practices as the Charter would reflect their current customer service offering.
- However, ComReg acknowledges that while Relevant Service Providers have the flexibility to offer Commitments that are provider-set, the parameters set by ComReg (to offer Commitments) may not fully align with the parameters and key performance indicators (KPIs) currently used by Relevant Service Providers to internally measure performance across the relevant customer service categories. ComReg has had regard to the submissions received that some technical development may be needed to systems for a Relevant Service Provider to collect data, offer Commitments and measure performance against those Commitments (Standards) in the Charter, using ComReg-defined metrics. ComReg notes that capacity of Relevant Service Providers may vary when it comes to implementation of any technical development and necessary system changes in light of the requirements set out in this Decision. Against that, ComReg's revision to metric definition for refunds and in particular, ComReg's decision to remove from the Charter the Commitment for final resolution/follow-up response time, mitigates any technical development and by extension the time required to develop the metric definitions into Charter Commitments.
- ComReg considers that it is reasonable to allow for an implementation period during which Relevant Service Providers can undertake any necessary technical development such that the information published in Charters accurately reflect the customer service levels that Relevant Service Providers actually offer. This supports the key policy objective of the Charter of creating transparency around, and drive improvements in, customer service levels.

- That a Charter is in place as soon as possible, to ensure customers can benefit from the information on customer service quality including provider-led Commitments (if any) remains valid.

## 1.8 Question 8: Draft Regulatory Impact Assessment

1.203 Appendix B of the Further Consultation<sup>69</sup> set out ComReg’s revised draft RIA and revised preliminary conclusions with respect to the proposals for implementing a Charter. The purpose of the revised draft RIA was to ensure that any specific obligations regarding the Charter were appropriate, proportionate and justified in light of the analysis conducted, the responses received to Question 20 of Consultation 23/14 (and other relevant responses) and ComReg’s consideration of those responses,<sup>70</sup> having regard to our functions and objectives under the Communications Regulation Act 2002 (as amended), and having regard to ComReg’s objectives for a Charter including, to create transparency around the levels of customer service providers may offer. In chapter 3 of the Further Consultation ComReg asked the following question:

*Do you agree with ComReg’s revised Regulatory Impact Assessment and the revised preliminary conclusions as set out in Appendix B? Please give reasons for your view and if you disagree, provide specific alternative suggestions giving details to support your view, particularly with respect to the benefits and costs identified, including any evidence to support quantifying such benefits and costs.*

### 1.8.2 Respondents’ views

1.204 The responses received specifically to this question were limited. Virgin Media said that they “agree with ComReg’s revised Regulatory Impact Assessment and revised preliminary conclusions, subject to the points set out” in their response to Question 1 with respect to compensation and final resolutions.

1.205 Sky said that they have “no comment on the Regulatory Impact Assessment itself” and Vodafone’s response was that they “have no further comment at this time other than those expressed” in response to the other questions set out by ComReg. Wiggin LLP made no direct response to this question in their submission.

1.206 eir commented that they have “nothing additional to add under this point but refers to points of relevance made elsewhere in this submission.” In eir’s Summary

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<sup>69</sup> See ComReg 25/05B [Appendix B Draft Regulatory Assessment – Proposals for Implementing a Customer Charter | Commission for Communications Regulation](#)

<sup>70</sup> See section 1.20 of [Appendix-C-Proposals-for-Implementing-a-Charter-Response-to-Consultation-2314.pdf](#) in ComReg document 25/05C.

Response they also stated:

- (a) The “electronic communications market in Ireland is already extremely competitive, a strong positive for Irish consumers. Measures are already in place to prevent or sanction providers engaging in anticompetitive or unfair practices.”
- (b) “On a cost and resourcing efficiency basis, we strongly believe that the time and resources needed for the reporting and audit requirements proposed are not an efficient use of resources.”

1.207 Three stated that “as set out in the response to the other consultation questions” they believe “that ComReg has not in all cases adequately balanced the cost of proposed measures with an objectively identified issue to be addressed (for example the requirement for independent audit). In assessing the proportionality of the proposed measures ComReg has not taken account of comparators not least the standards adopted by the consumer protection agencies (ComReg and the CCPC) in their own customer charters.”

### 1.8.3 ComReg response

1.208 ComReg, having considered submissions to the Further Consultation, is now making its final decisions and where ComReg has made changes to its proposed measures, the RIA has been amended for the updated analysis as appropriate. Where relevant and appropriate, ComReg responds below to the comments summarised above.

1.209 Regarding Virgin Media’s comment that they agree with the revised RIA and revised preliminary conclusions, subject to comments set out with respect to final resolutions and compensation, ComReg has had regard to the submission and has responded to the issues raised, under Question 1, in paragraphs 1.18-1.22 and 1.23-1.31 respectively.

1.210 ComReg notes that Vodafone refers to comments expressed earlier in their response, however ComReg considers that the comments in response to the other questions are not pertinent to the RIA, and ComReg has responded to Vodafone’s comments in respect of Questions 1-7 above.

1.211 While ComReg notes that eir has nothing to add under the RIA, in relation to the two points raised in the Summary Response section of eir’s submission, ComReg responds as follows:

- (a) The policy issues were set out in chapter 3 of Consultation 23/14. In summary, Customer service<sup>71</sup> is a vital aspect of a customer's experience in any service industry. In a well-functioning, competitive market, quality of service should be a key aspect that service providers compete on to attract and retain customers. However, ComReg is of the view that the electronic communications market in Ireland continues to leave significant room for improvement in terms of consumer satisfaction with quality of customer service received from service providers. There is an identified lack of transparency around levels of quality of customer service that may be expected by end-users in the Irish electronic communications market, a lack of existing commitments by providers, and consumer dissatisfaction with overall customer service levels. In this context, ComReg's focus is on creating transparency of quality of customer service levels and other key information (such as, compensation, complaints handling and accessibility) relating to the service, for ECS customers.
- (b) While eir states that "the reporting and audit requirements proposed are not an efficient use of resources," they do not provide evidence to support their position. ComReg has had regard to the submission and has responded to the issues raised, under Question 6.

1.212 ComReg has had regard to the submission that "ComReg has not in all cases adequately balanced the cost of proposed measures with an objectively identified issue to be addressed," in ComReg's responses to the Further Consultation including in relation to the requirement for independent audit as set out above and in the draft RIA set out in ComReg 25/05B. ComReg notes that other than the statement made by Three, they do not present any further detail with respect to the cost of the proposed audit measure from their perspective. ComReg maintains the position, as set out in paragraph 1.131 of the revised draft RIA,<sup>72</sup> that the benefit of an audit to end-users outweighs the cost to industry of carrying out the audit. ComReg has mitigated the cost burden on Relevant Service Providers with respect to the audit, by allowing Relevant Service Providers, in the years subsequent to the initial audit, the choice of either an independent audit or sign-off of a Performance Report by an Officer of the Company, in accordance with the Form for Sign-off by an Officer of the Company (Schedule 4, Appendix A).

1.213 In relation to the comment made by Three around taking account of comparators,

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<sup>71</sup> By 'customer service' we refer not only to the core customer service elements of handling customer queries, issues and complaints, but more broadly to the non-technical elements making up the service a customer receives from their service provider. These include processes around billing and providing any refunds, communication during any service outages, and the connection, switching and disconnection processes.

<sup>72</sup> [Appendix-B-Proposals-for-Implementing-a-Charter-Draft-Regulatory-Impact-Assessment.pdf](#)

ComReg would note firstly that in Consultation 23/14,<sup>73</sup> regarding outages, ComReg considered information published by Ofcom in the United Kingdom as well as what ESB Networks does in the Irish electricity sector. Regarding levels of commitments generally, as set out in Consultation 23/14, ComReg assessed a number of sub-options including commitments as targets against which a Relevant Service Provider's performance can be measured, commitments at the average service level, and minimum service level commitments. This assessment was based on, among other things, charters in other sectors, including those published by Irish Rail,<sup>74</sup> Irish Water,<sup>75</sup> An Post,<sup>76</sup> and Electric Ireland.<sup>77</sup>

1.214 Further, ComReg took into consideration a customer charter published in 2016 by Virgin Media,<sup>78</sup> and, more broadly, ComReg took account of global call centre statistics,<sup>79</sup> customer service email response times,<sup>80</sup> and live chat statistics, when revising our view regarding allowing Relevant Service Providers further flexibility in articulating information relating to quality-of-service levels offered.<sup>81</sup> Using this information, ComReg set out the ranges presented for the Commitment timeframes.

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<sup>73</sup> See pages 47-48 of [Proposals-for-implementing-a-customer-charter.pdf](#)

<sup>74</sup> [Passenger's Charter](#)

<sup>75</sup> [Domestic-Customer-Charter.pdf](#)

<sup>76</sup> [Customer charter | An Post](#)

<sup>77</sup> [our-customer-charter.pdf](#)

<sup>78</sup> [Virgin Media Customer Charter \(Residential\) Feb16 2.pdf](#)

<sup>79</sup> [Important Call Center Statistics to Know \[2025\] | Sprinklr](#)

<sup>80</sup> [What are the most effective email response times for customer service?](#)

<sup>81</sup> [23 Must-Know Live Chat Statistics for 2025](#)