

Appendix B: RIA

1.1 Introduction

- 1.1 The analysis presented in this section represents ComReg's RIA. It sets out ComReg's views of the likely effect upon stakeholders and competition, of ComReg exercising its power to specify minimum quality-of-service ("QoS") standards in relation to MDSIA and failures of Providers (of IAS or PANBICS) to comply with such standards and (ii) to apply the minimum QoS standards and the specification of the failure to MDSIA in the context of porting and switching only.
- 1.2 ComReg is obliged under Article 106(8) of the Code to intervene with regard to missed service and installation appointments for porting and switching. Therefore, the purpose of the RIA is not to establish whether regulatory intervention is necessary, as ComReg is required under the obligations of the Code to intervene in relation to missed service and installation appointments for porting and switching. ComReg has identified that the appropriate way to intervene is to create minimum QoS standards in relation to MDSIA under Section 37 of the Act and to subsequently specify a failure in relation to MDSIA under Section 39 of the Act.
- 1.3 Instead, the purpose of this RIA is to determine the appropriate QoS standards to be introduced in this decision and to identify any possible impacts which might result from imposing the regulatory obligations and to consider any alternatives. This RIA also determines the scope of the application of the minimum QoS standards, i.e. should the standard only be applied to MDSIA in the switching and porting context, or should it apply to all MDSIA.
- 1.4 ComReg's aim in conducting its RIA is to ensure that any specific obligations imposed are appropriate, proportionate¹ and justified in light of the analysis conducted, having regard to its functions and objectives under the Communications Regulation Act 2002 (as amended), having regard to general objectives to be pursued by it in the context of its regulatory tasks, as set out in Regulation 4 of the Code, and having regard to its objectives in relation to MDSIA.
- 1.5 Consistent with the RIA Guidelines,² ComReg's final RIA considers the effect on stakeholders and competition of ComReg's decision (i) to specify minimum QoS standards in relation to MDSIA, including defining "Appointments" and "Missed and Delayed Appointments" and failures of Providers to comply with such standards and (ii) on the scope of application of the minimum QoS standards and compensable

¹ Regulation 4(4) of S.I. No. 444 of 2022.

² ComReg, "Guidelines on ComReg's Approach to Regulatory Impact Assessment", ComReg Document 07/56a, 10 August 2007 (the "RIA Guidelines").

failures in relation to MDSIA.

1.6 ComReg has carefully considered in response to Consultation 24/89 (Appendix C) the submissions received on its proposals including the draft RIA.

1.7 Having regard to all available evidence collated during the consultation process, including, the submissions received in response to Consultation 24/89, and ComReg's statutory objectives, the following sets out ComReg's final RIA in relation to minimum QoS standards for MDSIA (including defining an appointment and missed and delayed appointment) and the related compensable failure. This final RIA sets out the 5 steps set out in the RIA Guidelines for conducting RIA's as follows:

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

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

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

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

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

1.12 Having regard to its objectives and functions as set out in the 2002 Act; and in the context of its regulatory tasks, as set out in Regulation 4 of the ECC Regulations, ComReg wants to ensure a consistent level of protection and redress for end-users

in the case of any consumer harm arising from MDSIA and promote their interests, particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition.

1.3 Step 2: Identify and Describe the Regulatory Options

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

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

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

- Appointment Agreement: a Provider will offer the Customer a range of options of specific times and dates to choose from before agreeing to an appointment. Once chosen by the Customer, the appointment is created for a specific Time Slot on a specific Week Day.
- Confirmation of Appointment: Following the appointment agreement, a confirmation is sent to the Customer via email/SMS or otherwise. This is to serve as a record of agreement for both the Provider and the customer.
- A Provider may, in addition to arranging and confirming any Appointment, offer an Alternative Appointment to a Customer who is not a Consumer. Where that end-user agrees to accept an Alternative Appointment, that end-user is not entitled to compensation in the event of the Alternative Appointment being missed or delayed.
- Allowing the use of Time Slots.
- Limiting the length of Time Slots to an interval of time no longer than 5 hours that falls within the time period from 8am to 8pm.

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

- Prior to considering exceptions, an appointment is deemed to be missed if the technician has not attended the premises during the Time Slot agreed on the agreed date.
- An Appointment is not deemed to be missed if the Provider can establish that notice was given, on a durable medium, no later than 3:00 PM on the day before the agreed Week Day of the Appointment, of cancellation of the Appointment.

- An Appointment is not deemed to be missed if the Provider can establish that a Technician arrived at the Customer's Premises during the agreed Time Slot on the agreed Week Day, that contact was attempted with the Customer during the Time Slot, that the Technician could not access the Customer's Premises and this was not due to any act or omission on the Provider's part.
- An Appointment shall be deemed delayed when it is rearranged before the expiration of the initial Appointment by agreement between a Provider and a Customer. The rearranged Appointment must be on the same Week Day as the initial Appointment and must also be fulfilled by the Provider on that date. Where it is not possible for a Provider to offer a range of Time Slots for a re-arranged Appointment in accordance with the standards, a Provider may, offer one or more Time Slots, which must be on the same Week Day as the initial Appointment to rearrange that Appointment, and where agreed to by the Customer this shall be deemed an Appointment for the purposes of this section.

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

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

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

1.4 Steps 3 and 4: Determine the impacts on Stakeholders and Competition

1.15 For the stakeholder analysis, there are 2 groups to consider: end-users and Providers. In order to determine the impact on stakeholders and competition for each of the policy decisions, ComReg has considered respondents' views and has taken into account amongst other things the following:

- Rules are required under EU law for compensation for MDSIA in the switching and porting contexts. There is currently no legal requirement for compensation for MDSIA in place in Ireland as required by Article 106(8) of the Code;
- MDSIA can cause inconvenience to end-users such that they should be avoided and should be compensated, where appropriate;
- There is a lack of detail regarding what an appointment is and how compensation falls to be measured after such an appointment has been missed or delayed;
- Allowing providers the operational flexibility to align with their individual business operations;
- Market-based efficiency where providers are incentivised to improve customer service related to appointments, while minimising customer service failures; and
- Respondents' views.

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

Option i	Impact on Providers	Impact on End-users	Impact on Competition
Appointment			
Appointment Agreement	The requirement of an agreement of a specific time and date is an important basis for this standard, as it is used to subsequently determine whether an appointment has been missed or delayed. Currently standard practice is to agree a time and date and therefore ComReg believes the inclusion of this requirement in the minimum QoS standards on providers should not result in a significant incremental effort for providers.	All Appointments, including when rescheduled or re-arranged must be agreed. ComReg believes that the inclusion of an agreed appointment will provide surety for end-users.	ComReg has not identified any impact on competition as a result of this intervention. There appears to be an industry wide need to ensure appointments. In a well-functioning competitive market, consumers are treated fairly, and RSPs have incentives to provide good levels of service quality including as regards appointments.
Confirmation of Appointment	ComReg believes it is current standard practice for providers to issue a confirmation through SMS or otherwise to end-users when an appointment is agreed. Therefore, this requirement in the standard should not be onerous for providers operational processes.	All Appointments, including when rescheduled or re-arranged must be confirmed. ComReg believes that the inclusion of a confirmation of appointment will provide surety for end-users. In addition, end-users will have a record in a durable format to assist them in the case of disputes with the result that they are protected.	ComReg has not identified any impact on competition as a result of this intervention. There appears to an industry wide need to ensure appointment confirmation.

	The requirement to be in a position to provide a record of agreement can be facilitated by the confirmation issued, particularly in the case of a dispute, and therefore should not pose a significant burden on providers or cost of implementation.		
Alternative Appointments	Providers can offer an Alternative Appointment in addition to an Appointment, to accommodate operational realities of business customers. Where SLAs exist between business customers and providers, providers would have the flexibility to address issues on a bespoke basis.	Where an Alternative Appointment is offered, business customers, would have greater choice. However, where such appointments are agreed, end-users would not be entitled to compensation for any inconvenience experienced by missed appointments under this standard. Bespoke SLAs may exist to address any issues arising in relation to MDSIA.	ComReg has not identified any impact on competition as a result of this intervention.
To allow for the use of Time Slots	Currently largely standard practice in the industry allows for the use of Time Slots and therefore its inclusion in the standards should minimise any operational changes and regulatory burden. Time Slots allow for more effective planning and should benefit providers as they can employ flexibility in technicians' schedules.	Time Slots are currently used by most providers and so end-users will be familiar with the practice and should benefit from the predictability of the appointment. However, ComReg is aware that a Time Slot, as opposed to a specific time, does not provide the same level of surety for end-users and would require a greater outlay of time by an end-user. As a result, end-users are likely to plan their work and social schedule around the Appointment.	ComReg has not identified any impact on competition as a result of this intervention. There appears to be an industry wide need to have Time Slots, otherwise appointments would not be able to be agreed.

Limiting the length of Time Slots to an interval of time no longer than 5 hours that falls within the time period from 8am to 8am	By limiting the length of Time Slots, this may assist efficiency in the planning and scheduling of appointments, assisting providers to fulfil appointments. The maximum interval of a Time Slot is 5 hours which is broad and aligns with the current industry practice. Providers would have the flexibility to offer a Time Slot within this range tailored to their business operations. This provision in the standard may require some providers to change their operational practices in terms of scheduling appointments, including: - Operational change to meet shorter Time Slots (i.e. planning of technicians' daily schedule). - This may take some time to implement fully and as a result missed and delayed appointments may occur which may increase the volume of compensation payments due to be paid. However, efficiency gains in the planning and scheduling of appointments would minimise any regulatory burden and compensation paid.	End-users may be dissatisfied with longer Time Slots. By putting a limit on the length of a Time Slot, customers should benefit from not having to give up more of their time for install and service appointments. End-users would also have greater certainty regarding the arrival of the technician, minimising inconvenience. However, as outlined to the left, there is a risk that the lack of effective implementation of this aspect of the standard may result in appointments not being fulfilled (temporarily) which may create end-user dissatisfaction and harm. In the case of Appointments scheduled for two Time Slots to facilitate complex installation, the Appointment must be fulfilled in the first Time Slot. This would ensure end-users have certainty regarding technician arrival, minimise inconvenience and enhance clarity regarding their expected availability during the installation.	ComReg is aware that some providers only offer longer Time Slots at present and would be required to change their operations to comply with this aspect of the standard. Providers currently offering shorter Time Slots will not be required to change their practices. However, ComReg believes that most providers offer Time Slots within the range and therefore does not see any impact on competition as a result of this intervention.
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	To facilitate complex installation, Providers can schedule two consecutive Time Slots. This would accommodate operational requirements for such installations.		
Week Day	The standards apply to broader time period (i.e., Monday to Sunday, 8am to 8pm). Providers would have the flexibility to schedule appointments within this range tailored to their business operations.	End-users would benefit, in terms of increased choice when offered Time Slots and Week Days.	ComReg has not identified any impact on competition as a result of this intervention. This measure will enable flexibility in the market and allow providers to compete through offering greater choice to customers with respect to the date and time for Appointments.
Missed and Delayed Appointment			
Missed Appointment	ComReg believes that the definition of a missed appointment, prior to considering the exceptions listed, provides a basis for minimum QoS standards which is not onerous on the provider. The standards allow for force majeure as an exception to MDSIA. This would exempt compensation payments in an event or occurrence that could not have been reasonably anticipated or effectively managed, accommodating operational realities and minimising financial burden.	ComReg believes this is an appropriate definition of a missed appointment and, amongst other things, provides surety for end-user's. ComReg is unaware of any negative impacts to this definition for end-users. Some end-users may be put out by a lack of compensation in the case of missed appointments due to force majeure.	As the standards closely align to existing business practices, Providers who currently fulfil appointments will not need to significantly alter practices or pay significant amounts of compensation arising from this decision. However, some Providers may have a dependence on their Access Provider to fulfil appointments and, if these appointments are not fulfilled, will have to pay compensation.

Adequate Notice	The decision outlines that RSP's will not be liable to pay compensation if they cancel an appointment no less than 3pm on the Week Day before the appointment. This would help enable providers to minimise possible compensation payments where they can foresee that an appointment is unlikely to be met. ComReg is aware that in principle providers will encounter situations where adequate notice cannot be provided due to unforeseen circumstances, such as delays in previous appointments, traffic etc. Therefore, the length of the notice period may impact the volume of MDSIA and, subsequently, compensation claims. However, the 3pm notice period, compared to, for example, a 24 hours' notice period, would have a lower volume of compensation claims for MDSIA. In addition, where adequate notice cannot be provided, appointments could be re-arranged to a later Time Slot where possible, minimising the amount of compensation payable.	ComReg believes that adequate notice by 3pm the day prior to the Appointment for a cancelled appointment benefits end-users, providing certainty and minimising inconvenience. Some end-users may be put out by a cancellation of an appointment with less than 24 hours' notice. They would have made changes to their daily routines to accommodate this appointment which cannot be changed (e.g. changes to other appointments, social appointments, working requirements etc.) However, adequate notice (i.e. 3pm the Week Day before) should assist to minimise inconveniences that may arise, where end-users have sufficient time to reverse any arrangements made, thereby minimising the adverse impact of any changes.	Service providers who are already communicating adequately with their customers regarding changes will not need to significantly alter practices. However, some Providers may have a dependence on their Access Provider to fulfil appointments and if these third parties do not provide adequate notice of cancellation of an appointment, the Provider will have to pay compensation.
Inability to access premises	Providers may have a lower volume of compensation payments through the inclusion of this exception. However, the inclusion of this provision will also create an obligation for providers to	Many providers have existing procedures for instances where end-users do not respond, or the premises is inaccessible. For example, this may include charging a penalty for an end-user not attending an appointment as agreed. Therefore, the inclusion of this exception is in line with the standard practice	ComReg has not identified any impact on competition as a result of this intervention.

	evidence how the technician could not access the premises, in the case of a dispute. Many providers have existing procedures for instances where end-users do not respond, or the premises is inaccessible, which would minimise any regulatory burden and cost of implementation.	of the industry currently and so should not have an impact on end-users in most scenarios. Situations may arise where the end-user disputes that the premises was inaccessible or that they did not respond. In these instances, the provider must establish that they made a legitimate attempt to attend the appointment and contact the end-user on their chosen form of contact. ComReg believes it is appropriate that, in instances where it can be established that the premises was inaccessible and the end-user did not respond, that this appointment is not deemed to be missed.	
Delayed Appointments	Providers are likely to benefit from the delineation between missed and delayed appointments in their compensation schemes, as delayed appointments may require a lower compensation amount. By including this definition, providers can endeavour to meet appointments later than originally agreed to minimise compensation owed to end-users.	Where a provider is unable to meet an appointment at the agreed time, many end-users would likely prefer to have appointments completed on the day of the agreed appointment, as opposed to waiting for another day which may involve significant changes to their work or social schedule. However, the end-user has still been negatively impacted by this delayed fulfilment of the appointment and they should be compensated for the inconvenience experienced. End-users may believe that the compensation for a missed or delayed appointment should	ComReg has not identified any impact on competition as a result of this intervention.

		be the same, as the disruption caused to end-users may be similar (e.g. taking additional vacation days from work). It should be noted that while a delayed appointment would be a compensable failure, the level of compensation could reasonably be reduced by providers as compared to a missed appointment in the absence of any other aggravating factors.	
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ii. Option (ii) to extend the specification of minimum QoS standards and of compensable failures in relation to MDSIA.

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

		- Customer harm will not be addressed. ComReg consumer data indicated that a significant number of MDSIA are outside of the switching process. Therefore, a significant portion of consumer harm arising from MDSIA will not be compensated. - Providing compensation schemes for certain MDSIA favours certain types of appointments over others, whereas continuity of service is equally important. - Lack of consistency in approach towards existing customers (i.e. those not switching) and new customers (i.e. those in the switching process). This may result in an inequality of outcomes between both cohorts.	
Option (ii) b - specifying that minimum quality-of-service standards apply to all MDSIA and not just those in the switching and porting process			
Impact of the specifying of minimum quality of service standards	Providers will be required to specify the standards for a greater number of end-users and their appointments (i.e. not just those in the context of switching and porting)	This option will specify minimum QoS standards for all end-users impacted by MDSIA. The outcomes of this approach to end-users will be:	ComReg has not identified any impact on competition as a result of this intervention. ComReg expects that Providers would treat all appointments the same

	As a result, processes may need to be extended to cover all MSDIA and not just those in the porting and switching processes which may require some operational effort on the part of providers. However, in reality, it is unlikely that providers would have different categorisations in terms of appointments (i.e. between appointments that relate to switching and porting and those that don't). Therefore, specifying the standards for all MDSIA is unlikely to be significantly onerous for operators compared to option (ii) a.	- A wider range of end-users will benefit from enhanced surety in the agreement and confirmation of appointments and fixed length appointment Time Slots.	
Impact of making a breach of the standards a compensable failure	Providers will be required to publish a compensation scheme within 3 months of the decision date for all MSDIA. Providers will be required to issue compensation payments to end-users in all instances where an MDSIA has occurred, as opposed to just in the context of switching and porting. Therefore, in terms of the incremental efforts of providers in preparing the scheme, the option (ii) b should be no more burdensome than option (ii) a. The primary difference between Option (ii) a and (ii) b for providers could be the volume of compensation payments is likely to be higher under Option (ii) b as a result of its wider scope.	This option will provide a compensation scheme for all end-users impacted by MDSIA. The outcomes of this approach to end-users will be: - The application of the standard to all MDSIA, all end-users that may experience similar harm in terms of MDSIA would have appropriate redress in the form of compensation - Consumer harm in relation to MDSIA outside of switching will be addressed	ComReg has not identified any impact on competition as a result of this intervention. ComReg expects that Providers would treat all appointments the same

	Through the enhancement of operational planning and scheduling, as assisted by the minimum QoS standards, this impact should be minimised for providers, where they fulfil appointments.	- Provides consistency across all appointments and should result in better outcomes for both new and existing end-users. This will create clarity for end-users as to their compensation entitlement.	
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1.5 Step 5: Assess the impacts and choose the best option

- 1.16 In light of its analysis, as set out in Consultation 24/89, ComReg is of the view that end-users experience harm where an appointment is not met and for which they do not receive adequate redress. ComReg has identified end user harm of MDSIA, as set out in Section 2 and 3 of Consultation 24/89.
- 1.17 There is currently no legal requirement for compensation for MDSIA in place in Ireland as required by Article 106(8) of the Code.
- 1.18 There is a lack of detail regarding what an appointment is and how compensation falls to be measured after such an appointment has been missed or delayed.
- 1.19 ComReg considers it proportionate and justified to engage a compensation obligation relating to MDSIA. To engage a compensation obligation relating to MDSIA, ComReg must specify minimum QoS standards for MDSIA and the related compensable failure.

Specifying Minimum QoS Standards and Associated Failures

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

Appointment

- 1.22 In the definition of an Appointment, ComReg has considered the inclusion of an Appointment agreement. In ComReg's view, this is an appropriate inclusion as it is typically applied in the industry, while also providing flexibility and surety for both providers and end-users alike.

- 1.23 Similarly, ComReg believes it is appropriate to include a confirmation of appointment. This will provide additional surety for both providers and end-users, while also being an important point of reference for any future disputes.
- 1.24 In light of respondents' views, on balance, ComReg also believes it is appropriate to allow for Alternative Appointments, as outlined above, to enhance flexibility for Providers in how they deal with business customers.
- 1.25 On balance, ComReg believes that it is appropriate to include Time Slots in the appointment definition. Similar to the above, Time Slots are typically used in the industry currently and removing their use would have a significant impact on provider processes. ComReg believes that most end-users understand the operational difficulties in managing appointments and that Time Slots are required to accommodate for the variability in the schedule of technicians. As set out in the RIA analysis above, and for the reasons set out in Consultation 24/89, Time Slots work more effectively, by creating transparency and surety around the appointment, with the result that customers will benefit from not having to give up more of their time for install and service appointments.
- 1.26 ComReg also believes that Time Slots should be limited in duration and, having considered the submissions received and taken account of the views expressed, is deciding that Time Slots should be no longer than 5 hours. Some providers may need to adapt practices and arrangements to this requirement. However, on balance, the negative impact on end-users of allocating an entire day for an appointment outweighs this. As explained in Consultation 24/89 and the response to Consultation 24/89, Appendix C, providers are not required to offer a particular Time Slot(s), they are required to offer choice to a customer through offering a range of slots. In that context, Providers will retain control operationally of what and how they deliver in terms of appointments, which minimises any operational changes and regulatory burden.
- 1.27 Based on the above, and the analysis set out in section 3.2.2 of Consultation 24/89, ComReg is satisfied with the necessity, appropriateness and proportionality of the definition of Appointment.

Missed and Delayed Appointment

- 1.28 ComReg believes that, prior to considering exceptions, an Appointment is deemed to be missed if the technician has not attended the premises during the Time Slot agreed on the agreed date. This definition is clear and concise and should be agreeable to both Providers and end-users.
- 1.29 ComReg has further considered both the Provider and end-user impact when determining what adequate notice should be for cancelling the Appointment. Having considered the submissions received and taken account of the views expressed on

balance, ComReg believes that 3pm the Week Day before the Appointment is the most appropriate period. This will enable Providers to foresee most operational issues which may cause MDSIA and should in general give end-users sufficient time to reschedule any social or work appointments they may have made.

- 1.30 ComReg believes the inclusion of Delayed Appointments as a compensable failure as outlined is appropriate. On balance, ComReg believes that delineating between (a) Appointments which are fulfilled not during the agreed Time Slot but on the agreed Week Day and (b) Appointments which have not been fulfilled on the agreed Week Day, is appropriate. End-users will likely have a preference for a Delayed Appointment over the Appointment not being fulfilled. The inclusion of a Delayed Appointment creates incentives for Providers to fulfil an Appointment on the agreed Week Day, as the level of compensation for a Delayed Appointment could be reduced by Providers as compared to a Missed Appointment, in the absence of any other aggravating factors. ComReg is aware that Providers may object to paying compensation where the rearranged Appointment has been agreed with the end-user. However, this doesn't consider the direct end-user harm in having to arrange their work and social schedule significantly for service and installation Appointments.

Competition

- 1.31 In respect of minimum QoS standards as defined in relation MDSIA and related compensable failures, ComReg has not identified any impact on competition as a result of this intervention. There appears to be an industry wide need to ensure appointments have appointment confirmation and have Time Slots, otherwise appointments would not be able to be agreed.
- 1.32 ComReg has identified that by limiting the length of Time Slots, Providers who currently only offer Time Slots longer than 5 hours may have to amend their operational processes for fulfilling appointments. This may have an impact on these providers' ability to fulfil Appointments and, subsequently, could increase the volume of compensation payments to end-users. However, as explained above, ComReg believes it is appropriate to limit Time Slots, as it strikes a balance between greater certainty for the end-users with respect to a time for an appointment (i.e., technician's arrival) minimising potential harm (including the hassle and frustration) caused to end-users, particularly if an all-day slot is missed and, on the other hand, flexibility for providers to offer Time Slots within a wider range (of 5 hours), minimising any operational changes that may be required. Furthermore, the minimum QoS standards do not enforce a minimum time in which Providers must give an appointment and Providers should only offer appointments they are in a position to fulfil.
- 1.33 ComReg has also identified that some Providers may have a dependence on their access provider to fulfil Appointments, and if these third parties do not provide

adequate notice of cancellation of an Appointment, the Provider will have to pay compensation. However, the adequate notice requirements are consistent with industry practices, minimising any operational changes that may be required and the risk of not meeting the minimum QoS standards in this regard. It also protects end-users by ensuring certainty for the end-user when Appointments are cancelled, allowing them where possible, to amend any accommodations made.

- 1.34 ComReg notes that wholesale inputs are used when scheduling and managing appointments and therefore would be involved in the customer's experience. The minimum QoS standards on Providers align with facilities at the wholesale level. ComReg considers that any further relaxation of the minimum QoS standards would be detrimental to the rights of end-users based on their provider's ability to manage its suppliers.
- 1.35 Overall, ComReg considers there is a need to specify uniform minimum QoS standards for an appointment and what is deemed to be delayed and missed, across the industry. Absent minimum QoS standards, there could be inconsistencies and a lack of clarity regarding common minimum QoS standards that Providers are to achieve and should compensate their customers for when the standards are not met. It is ComReg's view that its approach to minimum QoS standards strikes an appropriate balance between protecting end-users and promoting effective competition by ensuring that providers can compete in terms of quality of service.
- 1.36 When considering options in defining the minimum QoS standards there is a trade-off between benefits to customers and costs to industry. ComReg has considered the Provider impacts outlined above against the consumer harms mitigated by the introduction of the minimum QoS standards. For the consistent and appropriate compensation of end-users by their Providers; to incentivise Providers to improve quality of service in relation to scheduling and fulfilling appointments; and to ensure that end-users are protected, ComReg believes that the specified minimum QoS standards are necessary, appropriate and proportionate. On balance, and as outlined in Section 1.4.2 of Appendix C, ComReg considers that the specification of the minimum QoS standards and the compensable failures, will result in benefits to the end-users which outweigh costs on Providers, and is ComReg's chosen option.

Scope of Application of MDSIA Minimum QoS Standards

- 1.37 ComReg has also considered whether to extend the specification of minimum QoS standards and of compensable failure in relation to MDSIA (Option ii).
- 1.38 ComReg has considered the options available to it in terms of the scope of the application of the minimum QoS standards in relation to MDSIA, a narrow (i.e., MDSIA in the context of porting and switching) **Option (ii) a** or a wider approach scope (i.e., the application of the QoS standards on MDSIA and the specification of failure to all MDSIA), **Option (ii) b**.

- 1.39 By choosing **Option (ii) a**, ComReg has identified that a significant portion of the end-user harm arising from MSDIA would not be captured within the standard if it was not applied outside of the switching and porting context. On balance, ComReg is of the view that the end-user harm arising from MDSIA outside of the switching and porting context is deserving of compensation, having regard to consumer harm, as set out in Section 2 of Consultation 24/89. In a well-functioning market, consumers are treated fairly, and Providers have incentives to provide good levels of service quality, including compensation if things go wrong, as acknowledged in the submissions received.
- 1.40 ComReg is aware that by choosing **Option (ii) b**, providers may pay a higher volume of compensation payments, owing to the wider scope of the application of the minimum QoS standards. However, it should be noted, that the incremental operational efforts of implementing **Option (ii) b** is envisaged not to be significantly different for Providers, as the compensation scheme is required to be created for MDSIA in the context of porting and switching. By introducing a compensation scheme for all MDSIA (wider approach) this will create clarity and fairness for all those in the market and ensure new and existing customers are treated similarly and evenly. It would minimise regulatory burden and cost of implementation, such as, Providers can avoid additional processes to categorise appointments which are compensable or not.
- 1.41 ComReg has not identified any competition issues arising by requiring Providers to implement compensation schemes in relation to all MDSIA.
- 1.42 Having considered the above and having regard to responses to Consultation 24/89 in section 1.3.2 of Appendix C, ComReg is of the view that further analysis of this matter is required before deciding if the wider approach to MDSIA is applied. On that basis, at this stage, ComReg has chosen **Option (ii) a**, i.e., to apply the minimum QoS standards in relation to MDSIA in the case of switching and porting only, they are not applicable to all appointments beyond the context of switching and porting in this Decision. However, this aspect remains under ongoing review by ComReg. ComReg expects that Providers would treat all appointments the same.