



An Coimisiún um  
**Rialáil Cumarsáide**  
Commission for  
**Communications Regulation**

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

Response to Consultation 24/89 and Decision  
on switching and porting appointments

Response to Consultation and Decision

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# 1 Executive Summary

- 1.1 Article 106(8) of the European Electronic Communications Code<sup>1</sup> (“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<sup>2</sup>, as well as in the case of delays in, or abuses of, porting and switching processes, and missed service and installation appointments.
- 1.2 There is currently no requirement in Ireland for compensation for missed and delayed service and installation appointments (“MDSIA”) as required by Article 106(8) of the Code.
- 1.3 MDSIA can cause inconvenience to end-users such that they should be avoided and should be compensated, where appropriate.
- 1.4 The Commission for Communications Regulation (“ComReg”) is mindful of its objectives and functions as set out in the Communications Regulation Act 2002 (as amended)<sup>3</sup> (“the 2002 Act”). ComReg also has general objectives to be pursued by it in the context of its regulatory tasks, as set out in Regulation 4 of the European Union (Electronic Communications Code) Regulations 2022<sup>4</sup> (“the Code Regulations”).
- 1.5 ComReg has the power to specify minimum quality of service (“QoS”) standards for missed delayed service and installation appointments in respect of connections for porting and switching and to specify failures of providers of internet access service (“IAS”) or publicly available number-based interpersonal communications services (“PANBICS”), to comply with such standards for MDSIA relating to porting and switching under the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023<sup>5</sup> (“the 2023 Act”).
- 1.6 In this context, ComReg wants to ensure a consistent level of protection and redress for end-users and to promote their interests in the case of any consumer harm arising from MDSIA particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition. In the switching and porting contexts there are required to be rules on compensation.
- 1.7 There is a lack of detail regarding what an appointment is and how compensation

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<sup>1</sup> Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code.

<sup>2</sup> Implemented by Regulation 90 of S.I. No. 444 of 2022.

<sup>3</sup> As set out in Sections 10 and 12 of the Communications Regulation Act 2002 (as amended) (the Act) Communications Regulation Act, 2002 ([irishstatutebook.ie](http://irishstatutebook.ie))

<sup>4</sup> S.I. No. 444/2022 – European Union (Electronics Communication Code) Regulations 2022.

<sup>5</sup> Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023.

falls to be measured after such an appointment has been missed or delayed.

- 1.8 ComReg has carefully considered a number of regulatory options in the Regulatory Impact Assessment (“RIA”) in relation to minimum QoS standards for MDSIA (including defining an appointment and missed and delayed appointment) and the related compensable failure. ComReg has also considered whether the minimum QoS standards and specified failures should extend beyond the scope of switching and porting and cover other/any MDSIA.

## 1.1 Decision

- 1.9 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 is satisfied that it is necessary, appropriate, proportionate and justified to specify minimum QoS standards for MDSIA in respect of connections under Section 37 of the 2023 Act for porting and switching and to specify failures of providers of IAS or PANBICS (“Providers”) under Section 39 of the 2023 Act, to comply with such standards (under Section 37 of the 2023 Act) for MDSIA relating to porting and switching.
- 1.10 This Decision specifies requirements in relation to minimum QoS standards and compensable failures for MDSIA in the context of switching and porting processes only. ComReg has decided at this stage to apply the minimum QoS standards in relation to MDSIA in the case of switching and porting only, they are not applied to all appointments beyond the context of switching and porting in this Decision. However, ComReg is continuing to consider other appointments and this aspect remains under ongoing review by ComReg and ComReg will continue to progress this. In this context, ComReg expects that Providers would not treat appointments outside the scope of this decision differently.
- 1.11 ComReg has decided at this stage not to make compensation automatic, nor to specify the level of compensation payable to customers in the event of a Provider’s failure to comply with the minimum QoS standards. This will be a matter for Providers to meet the compensation criteria in the 2023 Act<sup>6</sup>. ComReg has a discretion to do so, and this will remain under review.
- 1.12 ComReg has decided that a lead in period of three months for the commencement of ComReg’s Decision D07/25 (“D07/25”) is appropriate. This would give three months for Providers to comply with the minimum QoS standards. It would give a six-month period by which Providers are to have the relevant compensation scheme published and in effect (taking account of the provisions of section 39 of the 2023 Act). D07/25 means that when a specified failure is committed, Providers will be

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<sup>6</sup> In accordance with Section 39 (5) of the 2023 Act.

obliged to pay compensation to the affected end-user. 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 (i.e. 6 months from the effective date which is the publication date of this Decision).

- 1.13 ComReg is satisfied that the measures in this Decision appropriately balance the need to impose rules as mandated by the Code against the burden involved for Providers in establishing their compensation schemes. Further, it is considered that the measures will help to ensure that entitlements and protections for customers under the 2023 Act will be met, which should not result in any significant additional costs to Providers where minimum QoS standards are consistent with standard industry practices, nor will the measures have the effect of disincentivising Providers from promoting good levels of service quality, including compensation if things go wrong and competition is dampened.

## 2 Background to the Decision

- 2.1 The Code Regulations and the 2023 Act transpose the Code into Irish law.
- 2.2 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,<sup>7</sup> as well as in the case of delays in, or abuses of, porting and switching processes, and missed service and installation appointments.
- 2.3 The compensation requirements of Article 106(8) were transposed in section 39 of the 2023 Act. Section 39 gives ComReg the power to specify two types of compensable failure: (a) a failure to comply with a minimum quality of service standard, and (b) a failure to comply with Regulation 90 of the Code Regulations.
- 2.4 On 6 November 2024, ComReg published a Consultation and Draft Decision<sup>8</sup> (“Consultation 24/89”) containing proposals to specify minimum QoS standards for MDSIA under section 37 and specify failures of Providers to comply with such standards for MDSIA as compensable failures under section 39.
- 2.5 To engage a compensation obligation relating to MDSIA, in Consultation 24/89, ComReg proposed to:
- a) specify minimum QoS standards for MDSIA in respect of connections under Section 37 of the 2023 Act for porting and switching; and
  - b) specify failures of providers of IAS or publicly available number-based interpersonal communications services under Section 39 of the 2023 Act, to comply with such standards (under Section 37 of the 2023 Act) for MDSIA relating to porting and switching.
  - c) also extend the specification of minimum QoS standards and of compensable failures to MDSIA beyond the scope of porting and switching.
- 2.6 Subject to Consultation 24/89, a lead in period of three months for the commencement of ComReg’s final decision was proposed. This would give three months for compliance with minimum QoS standards. It would give a six-month period by which to have the relevant compensation scheme published and in effect (taking account of the provisions of section 39 of the 2023 Act).
- 2.7 The impacts of the proposals on the basis of necessity, appropriateness and proportionality were assessed in the draft RIA.

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<sup>7</sup> Implemented by Regulation 90 of S.I. No. 444 of 2022.

<sup>8</sup> ComReg document 24/89, see [ComReg-2489.pdf](#)

2.8 On 20<sup>th</sup> December 2024, ComReg received 15 responses to Consultation 24/89 from:

- ALTO
- Blacknight
- BT
- Eir
- IFA
- Imagine
- NBI
- Prepay Power
- Pure Telecom
- SIRO
- Sky
- Three
- Virgin Media
- Vodafone
- Westnet

2.9 We wish to thank the respondents for their submissions to Consultation 24/89. These submissions are published as ComReg document 25/33D

2.10 In making this Decision, ComReg has acted in accordance with its statutory functions and obligations and has reviewed and fully considered the submissions received in response to the Consultation.

## 3 Summary of the Decision

- 3.1 The following section contains a brief summary of the reasons for ComReg's Decision. For the complete Decision, please see the Decision Instrument as set out in Appendix A.

### 3.1 Minimum QoS Standards

- 3.2 As a result of its analysis, having taken account of the views expressed ComReg concludes Appointment, Alternative Appointment, Time Slot and Week Day mean as follows:

- An “**Appointment**” is an agreement between a Provider and a Customer of that Provider for a technician to attend at the Customer's Premises for the purpose of a Service or Installation during an agreed Time Slot on a specific Week Day;
- An “**Alternative Appointment**” means an agreement between a Provider and a Customer of that Provider, who is not a Consumer, for a Technician to attend at that Customer's Premises to carry out a Service or Installation during an agreed time that is not a Time Slot;
- Whereby a “**Time Slot**” means an interval of time no longer than 5 hours that falls within a Week Day.
- Whereby a “**Week Day**” means the duration between 08:00 – 20:00, on any day, Monday – Sunday (and does not include public holidays).

- 3.3 Having regard to the above, ComReg has decided in accordance with section 37 of the 2023 Act to impose on Providers Minimum QoS Standards for MDSIA for appointments related to switching and porting:

- i. A Provider shall arrange and confirm any Appointment with a Customer in accordance with this section:
  - a) For the purposes of a Service or Installation, a Provider shall offer a Customer a range of Time Slots and Week Days to choose from before agreeing to an Appointment. Once agreed by the Customer, the Appointment is created for the specific Time Slot on the specific Week Day.
  - b) For the purposes of an Installation requiring a duration exceeding a single Time Slot, a Provider shall offer a Customer two consecutive (or adjacent) Time Slots on a range of Week Days, before agreeing to an Appointment. Once agreed by the Customer, an Appointment is created for two consecutive (or adjacent) Time Slots on the specific Week Day.



- c) A Provider shall confirm the Appointment with a Customer. A confirmation shall, as soon as practicable thereafter, be sent to the Customer via email/SMS or otherwise on a durable medium This is to serve as a record of agreement for both the Provider and the Customer.
- ii. A Provider shall fulfil an Appointment. In this regard an Appointment is not fulfilled if missed within the meaning of (iv)
- iii. In the case of an Appointment confirmed for two consecutive (or adjacent) Time Slots, a Provider shall fulfil the Appointment within the first confirmed Time Slot.
- iv. An Appointment shall be deemed missed if the Technician has not attended at the Customer's Premises during the agreed Time Slot on the agreed Week Day, unless:
  - a) 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; or
  - b) The Provider can establish that a Technician arrived at the Customer's Premises during the Appointment, that contact was attempted with the Customer, and that the Technician could not access the Customer's Premises and this was not due to any act or omission on the Provider's part;
- v. 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 agreed Week Day as the initial Appointment and must also be fulfilled by the Provider on that day. Where it is not possible for a Provider to offer a range of Time Slots for a re-arranged Appointment in accordance with section (i)(a), 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.
- vi. A Provider may, in addition to arranging and confirming any Appointment, offer an Alternative Appointment to an end-user 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.

## **EXCLUSIONS**

- 3.4 An Appointment will be neither missed nor delayed, as the case may be, for the purposes of Section 4 of the Decision Instrument where it is missed or delayed solely as a consequence of a force majeure event namely an exceptional event, which

means any of the following: (a) act of god, natural disasters; fire, flood, earthquake, or extreme weather conditions (which are unlikely in that region of country), (b) riot, civil disorder or act of war; (c) strikes or other industrial action, outside of the control of the Provider, the impacts of which —

- a) could not reasonably have been foreseen or prepared for to the extent required to fulfil the Appointment, and/or
- b) would represent a risk to the safety, security or health of an individual if attempts were made to fulfil the Appointment, and
- c) the Provider can show steps were taken to avoid or mitigate the effects of the force majeure event.

3.5 This is based on the analysis conducted, including the RIA, as set out in Consultation 24/89 and having considered the responses received to Consultation 24/89.

## 3.2 Summary of conclusions and rationale

3.6 In light of its analysis conducted, including the RIA, as set out in Consultation 24/89 and having considered the responses received to Consultation 24/89, ComReg is satisfied that it is proportionate and justified to specify minimum QoS standards for MDSIA and to specify failures of Providers to comply with such standards for MDSIA relating to porting and switching. This is based on the following:

- There is currently no requirement in Ireland for compensation for MDSIA 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. ComReg has considered the end-user harm caused by MDSIA;
- To engage a compensation obligation relating to MDSIA, ComReg must specify Minimum QoS Standards for MDSIA;
- There is a lack of detail regarding what an appointment is and how compensation falls to be measured after such an appointment has been missed or delayed. ComReg must specify Minimum QoS Standards to allow for the consistent and appropriate compensation of end-users by their Providers where there are failures to meet those standards, to incentivise Providers to improve quality of service in relation to scheduling and fulfilling appointments, and to ensure that end-users are protected;
- ComReg has carefully considered a number of regulatory options in relation to minimum QoS standards for MDSIA (including defining an appointment, a missed and a delayed appointment) and the related compensable failure.

3.7 Responses to Consultation 24/89 demonstrated general support for having minimum

QoS standards for MDSIA and specifying breach of MDSIA minimum QoS standards as a compensable failure. Respondents, in general, agreed that missed or delayed appointments can cause inconvenience to end-users such that they should be avoided and end-users compensated, where appropriate.

- 3.8 However, concerns were raised that the QoS standards are overly prescriptive which removes the operational flexibility required to effectively engage with customers and wholesale providers. ComReg has further considered the issues and, having taken account of the views expressed, has decided to amend certain provisions of the Decision. In that context, the key amendments to the Decision are set out below:

### Time slots

- 3.9 ComReg initially proposed that *“Time Slot” means an interval of time no longer than 4 consecutive hours that falls within the time period from 8am to 1pm or the time period from 1pm to 6pm on the same Working Day.*”
- 3.10 ComReg remains of the view as set out in Consultation 24/89 that longer appointment slots may cause end-user harm as they require end-users to set aside significant portions of their day and could be perceived as burdensome and inconvenient. However, having considered submissions and views expressed,<sup>9</sup> that flexibility is required when scheduling appointments and consistency with the current industry practices, ComReg has decided to limit a Time Slot to an interval of time no longer than 5 hours. This approach allows Provider flexibility and is more aligned with current industry practices. It is least burdensome, thereby minimising operational changes and mindful of proportionality of the requirement.
- 3.11 In addition, ComReg originally proposed that Time Slots be delineated into two categories: before 1 PM and after 1PM to avoid Time Slots straddling the morning and afternoon. This aim was to ensure that end-users could more easily organise their lives around such appointments, for example, booking a half day of annual leave from work. Having considered submissions and views expressed, ComReg notes that the existing industry practice delineates time slots between morning and afternoon. ComReg therefore has decided to remove the proposed requirement for Time Slots to strictly fall within the time period from 8am to 1pm or the time period from 1pm to 6pm, which allows Provider flexibility in arranging and agreeing Time Slots with customers.
- 3.12 This approach on balance gives further flexibility to Providers while ensuring proportionality of the intervention. At the same time, this adjustment does not impose significant inconvenience on end-users, provided they are given a range of options to choose from and it is agreed. The provision of a Time Slot provides certainty of

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<sup>9</sup> Section 1.1 of Appendix C contains the summary of respondents' views, ComReg's response and the associated rationale in relation to question 1.

technician arrival time.

## Week Day

- 3.13 ComReg initially proposed that “*Working Day*” means the duration between 08:00 – 18:00, from Monday - Saturday (and does not include Sunday and public holidays).”
- 3.14 Respondents advised that some appointments could extend to as late as 8pm and these later appointments provided greater flexibility for some end-users. It may be beneficial for an end-user in terms of flexibility that minimum QoS standards allow for appointments up to 8pm to fall within the standard, provided the end-user is given a range of options to choose from and it is agreed, in line with the Appointment definition.
- 3.15 Similarly, concerns were also raised in relation to a 6-day working week, particularly noting adverse impacts on IAS switching and number porting and on operational flexibility. However, ComReg wishes to clarify that the definition of a Working Day did not mandate Providers to offer appointments on Saturday but instead aimed to establish the days of the week to which the standards were intended to apply. ComReg understands that Providers schedule appointments beyond the typical working day,<sup>10</sup> on a voluntary basis, tailored to their business operations.
- 3.16 Having considered submissions and views expressed,<sup>11</sup> ComReg has decided to define a Week Day, which is the duration between 8AM to 8PM from Monday to Sunday, excluding public holidays. In this regard, the minimum QoS standards apply within a Week Day, and the revised definition allows Providers to determine the length of their working week based on their business operations. Providers may choose to operate a standard five-day week (Monday to Friday) or extend their services, including Saturdays or Sundays, as a commercial decision.
- 3.17 This approach strikes a balance providing sufficient convenience and flexibility for Providers (including operators and third parties) and end-users alike, without limiting a Providers option to establish a shorter range of working days/times to schedule an appointment.

## All-Day Appointments

- 3.18 ComReg in Consultation 24/89 was of the preliminary view that greater consumer harm arises from being assigned all-day appointment slots which leave end-users uncertain about the technician’s arrival time, causing significant inconvenience.
- 3.19 In light of respondents’ views noting that certain appointments for installations (such

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<sup>10</sup> In accordance with Working Time Act 1997.

<sup>11</sup> Section 1.1 of Appendix C contains the summary of respondents’ views, ComReg’s response and the associated rationale in relation to question 1.

as, non-in situ connections) may require more than the proposed maximum interval of a Time Slot,<sup>12</sup> ComReg has decided that when a Provider determines an installation may require more than one Time Slot due to the complexity of the work, the Provider may offer the end-user two adjacent Time Slots on a range of Week Days. The appointment would then be created for the two adjacent Time Slots on the specific Week Day. In the case of an appointment confirmed for two consecutive Time Slots, a Provider should fulfil the appointment within the first confirmed Time Slot i.e., the technician should arrive within the first confirmed Time Slot.<sup>13</sup>

- 3.20 The revised decision strikes a balance by accommodating operational requirements for complex installations while ensuring that end-users have greater certainty regarding technician arrival times. This approach minimises inconvenience and enhances clarity for end-users regarding their expected availability during the installation.

### Adequate notice for a cancelled Appointment

- 3.21 ComReg initially proposed that *“An Appointment shall be deemed missed if the Technician has not attended at the Customer’s Premises during the agreed Time Slot on the agreed Working Day, unless The Provider can establish that it gave no less than 24 hours’ notice before the commencement of the agreed Time Slot on the agreed Working Day and notice was given on a Working Day that is not a Saturday, of the reschedule or cancellation of an Appointment”*.
- 3.22 Consultation 24/89 set out the rationale for the inclusion of adequate notice of 24 hours as it related to the realistic expectations of an end-user to amend their schedule due to a changed appointment. For example, if an end-user has booked a half day of annual leave from work in anticipation of an appointment, a late cancellation may leave them unable to rescind their leave request.
- 3.23 A significant number of respondents believed that 24 hours’ notice was overly burdensome and sought to align this requirement with the current industry practice. For instance, respondents suggested that it would be more appropriate to amend the notice period to 3pm or at the end of the business day prior to the Appointment.
- 3.24 In light of this, ComReg has decided that an Appointment will not be considered missed if notice of cancellation is provided, in a Durable Medium,<sup>14</sup> by no later than 3:00 PM on the day before the scheduled Appointment.<sup>15</sup> ComReg believes that this

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<sup>12</sup> Section 1.1 of Appendix C contains the summary of respondents’ views, ComReg’s response and the associated rationale in relation to question 1.

<sup>13</sup> ComReg maintains its view as set out in Consultation 24/89, that a provider shall be deemed to have fulfilled an appointment where a technician arrives at the customer’s premises within the agreed Time Slot.

<sup>14</sup> In accordance with clause 2.7 of the Decision Instrument, Appendix A.

<sup>15</sup> Section 1.1 of Appendix C contains the summary of respondents’ views, ComReg’s response and the associated rationale in relation to question 1.

approach strikes a balance between ensuring certainty for the end-users when appointments are cancelled and providing Providers with a reasonable period to anticipate any circumstances that may necessitate a cancellation to a later date. The revised notice requirement is proportionate aligning more closely with the current industry practice and minimising operational changes.

- 3.25 Additionally, queries were raised on ComReg's proposal that for Monday appointments, adequate notice should be provided by 6pm on the previous Friday. A respondent noted that it is common practice to amend appointments over the weekend and that end-users are generally content with the rearranging or rescheduling appointments over the weekend.
- 3.26 ComReg has considered this response and notes that it has revised the provisions on Time Slots and Week Days which provide further flexibility to Providers to offer Appointments from Monday to Sunday. In that context, ComReg considers it appropriate to allow adequate notice of a cancellation of an Appointment to be given on a Week Day, no later than 3pm. However, it is ComReg's view that it is beneficial to end-users in terms of minimising any inconvenience to end-users, that Providers seek to reschedule the Appointment at the same time. Where appointments are rescheduled, Providers must offer, agree and confirm a new Appointment in accordance with the requirements of the standard. This, in ComReg's view, is proportionate in respect of requirements on Providers and minimises inconvenience to end-users.

### Exceptions to Missed Appointments

- 3.27 A number of respondents suggested that *force majeure* such as a Storm Mode<sup>16</sup> should be considered an allowable exceptional circumstance for a Missed Appointment, noting that these events are outside of the Provider's control and thus compensation should not be payable.
- 3.28 ComReg remains of the view set out in Consultation 24/89 that exceptional circumstances (such as, *force majeure*) may arise, preventing the technician from attending the appointment at the agreed time and date. ComReg remains of the view set out in Consultation 24/89 that *force majeure* is a very narrow exception and only applies to an event or occurrence that could not have been reasonably anticipated or effectively managed and would not include factors such as traffic conditions etc.
- 3.29 In Consultation 24/89, ComReg outlined that such factors could be factored into a Provider's compensation scheme. Having considered submissions and views expressed, ComReg has amended the measure to allow, in specific circumstances only for a Provider to rely on a *force majeure* event as an exclusion to a MDSIA

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<sup>16</sup> Storm Mode refers to the Openeir status triggered by an increase above a threshold level of faults due to bad weather



standard. Where a Provider can show that an appointment was missed or delayed as a result of a *force majeure* event, which comes within the provisions contained in the Decision Instrument, that Provider will not be in breach the minimum QoS standards.

### Alternative Appointments

- 3.30 Some respondents raised concerns, in relation to certain business customers, noting that additional flexibility is required to schedule appointments outside of standard business hours for an engineer intervention and that ComReg's proposed definitions of missed and delayed appointments may not align with the operational realities of such customers.
- 3.31 ComReg has further considered this in light of respondents' views and has amended the standards to allow for alternative appointments to be offered to business customers outside the hours as provided for within the definition of a Week Day.<sup>17</sup> For the avoidance of doubt, Providers must still offer all end-users Appointments on a range of Week Days and Time Slots, in the first instance. Where an Alternative Appointment is agreed, the minimum QoS standards will not be applied, and compensation will not be payable where missed or delayed appointments occur. However, in such scenarios, ComReg anticipates that end-users who agree to such alternative appointments will have contractual agreements in place with the Providers. This, in ComReg's view, allows Providers further flexibility, while ensuring that end-users are given a range of options to choose from before agreeing to an Appointment.
- 3.32 For clarity, ComReg notes that Providers must still offer, agree and confirm any Appointment, including an Alternative Appointment and rearranged Appointment, in accordance with the QoS standards.

### Scope of the application of MDSIA beyond the scope of switching and porting

- 3.33 In Consultation 24/89, ComReg proposed a wider approach in its application of the minimum QoS standards, i.e. to all MDSIA and not only in the context of porting and switching. The rationale for this approach primarily related to the view that the direct end-user harm (i.e. the frustration of an appointment being missed or delayed as opposed to indirect harms such as delays in the switching or porting process) associated with MDSIA is equal, irrespective of whether the appointment is associated with the switching and porting process.
- 3.34 ComReg has considered the respondents views in relation to the application of

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<sup>17</sup> Section 1.2 of Appendix C contains the summary of respondents' views, ComReg's response and the associated rationale in relation to question 2.

minimum QoS standards<sup>18</sup> and will conduct further analysis before deciding if the broad approach is to be adopted (i.e. minimum QoS standards to be applied to all MDSIA). On that basis, this Decision applies to MDSIA in the case of switching and porting only. However, this aspect remains under ongoing review by ComReg. In this context, ComReg expects that Providers would not treat appointments outside the scope of this decision differently.

### Wholesale implications of the measures

- 3.35 ComReg, in its RIA in Consultation 24/89, considered the effects upon stakeholders and competition, of ComReg exercising its powers to introduce a QoS standard for MDSIA. The draft RIA set out that, with respect to Time Slots, missed appointments and adequate notice, some Providers may need to alter their processes and procedures to comply with the proposed obligations.
- 3.36 For the reasons set out in Consultation 24/89, MDSIA can cause inconvenience to end-users such that they should be avoided, with appropriate compensation where they occur, as noted by ComReg and acknowledged by respondents. In the switching and porting contexts there are required to be rules on compensation.<sup>19</sup>
- 3.37 ComReg wants to ensure a consistent level of protection and redress for end-users and to promote their interests in the case of any consumer harm arising from MDSIA particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition. It is ComReg's view that its revised approach to minimum QoS standards will strike a balance between protecting end-users and promoting effective competition by ensuring that Providers can compete in terms of quality of service.
- 3.38 ComReg has considered submissions made, and views expressed in relation to Providers dependence on wholesale Providers when scheduling and managing appointments. In light of the responses received, ComReg is deciding to refine the minimum QoS standards for MDSIA, including in relation to Time Slots, Week Day, and adequate notice and allow for factors such as appointments for complex installations, force majeure and alternative appointments. ComReg considers that its revised approach to minimum QoS standards allows Providers further flexibility to offer and manage appointments tailored to their existing business operations. In this way, the minimum QoS standards are more consistent with industry practices and any operational changes to existing processes when scheduling and managing appointments may be minimised. This, in ComReg's view, is consistent with the

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<sup>18</sup> Refer to Section 1.3 of Appendix C for the summary of respondents' views, ComReg's response and the associated rationale in relation to question 3.

<sup>19</sup> ComReg is obliged under Article 106(8) of the Code 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.



requirement to adopt the least burdensome means of regulatory intervention at this time, ensuring proportionality of the intervention.

- 3.39 ComReg's approach allows room for a Provider-led process and affords Providers flexibility in terms of their processes. Minimum QoS standards on Providers aligned with facilities at the wholesale level would reduce a risk of not meeting the minimum QoS standards and the payout of compensation. At this stage, as explained above, ComReg is not implementing an automatic compensation scheme or determining the compensation amount.
- 3.40 Refer to Section 1.4 of Appendix C for the summary of respondents' views, ComReg's response and the associated rationale in relation to question 4.

### **3.3 Summary of the Decision**

- 3.41 As set out above, ComReg's approach to lay down rules for compensation in relation to MDSIA is to specify minimum QoS standards for MDSIA in respect of connections under Section 37 of the 2023 Act for porting and switching and to specify failures of Providers under Section 39 of the 2023 Act, to comply with such standards (under Section 37 of the 2023 Act) for MDSIA relating to porting and switching.
- 3.42 In accordance with section 39 of the 2023 Act, the following obligations are engaged:
- a) The obligation on the relevant Provider to pay compensation to an affected end-user when a specified failure is committed; and
  - b) The obligation on the Provider to prepare and publish a compensation scheme within three months setting out a transparent procedure to obtain compensation (with a user-friendly description of same), the means by which compensation will be paid, the time periods within which end-users will receive it, and the amount of compensation end-users are entitled to.

# Appendix A: Decision Instrument

## 1 STATUTORY FUNCTIONS AND POWERS

- 1.1 This Decision and Decision Instrument is made by the Commission for Communications Regulation (“ComReg”) established under section 6 of the Communications Regulation Act 2002 as amended (“the Principal Act”), and is made:
- i. Having regard to the functions and objectives of ComReg as set out in sections 10 and 12 of the Principal Act,
  - ii. Having regard to Directive 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast) (“the Code”), in particular Article 106(8) thereof,
  - iii. Pursuant of the functions and powers conferred upon ComReg by sections 37 and 39 of the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023 (“the 2023 Act”),
  - iv. Having regard to the provisions of the European Union (Electronic Communications Code) Regulations 2002 (“S.I. No. 444 of 2002”), in particular Regulations 4 and 90 thereof,
  - v. Having, pursuant to Section 13 of the Principal Act, complied with Ministerial Policy Directions where applicable,
  - vi. Having regard to the contents of (including the analysis and reasoning set out in) ComReg Document No. 24/89 and Submissions to Consultation (25/33D)

## 2 DEFINITIONS

- 2.1 In this Decision Instrument, terms used are as defined in the European Communities (Electronic Communications Code) Regulations 2002 (S.I. No. 444 of 2002), and the Communications Regulation Acts 2002 to 2023, unless the context otherwise admits.
- 2.2 References to European legislation, primary legislation or secondary legislation shall be construed as references to that legislation as amended from time to time.
- 2.3 Words in the singular form shall be construed to include the plural and vice versa unless the context otherwise admits or requires.
- 2.4 Examples shall not be construed to limit, expressly or by implication, the matters they illustrate.
- 2.5 A reference to a section, clause, or schedule, is a reference to a section, clause or schedule of this Decision Instrument unless the context otherwise admits or requires.

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

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

**“Alternative Appointment”** means an agreement between a Provider and a Customer of that Provider, who is not a Consumer, for a Technician to attend at that Customer’s Premises to carry out a Service or Installation during an agreed time that is not a Time Slot;

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

**“Durable Medium”** means any instrument which enables an end-user or a provider to store information addressed personally to that person 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;

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

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

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

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

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

**“Time Slot”** means an interval of time no longer than 5 consecutive hours that falls within a Week Day.

**“Week Day”** means the duration between 08:00 – 20:00 on any day, Monday – Sunday (and does not include public holidays).

### 3 SCOPE AND APPLICATION

- 3.1 This Decision Instrument applies to Providers of internet access services and publicly available number based interpersonal communications services. It specifies and imposes minimum QoS standards to be met by Providers when providing such services to end-users, in respect of missed and delayed service and installation appointments in the context of switching and porting as addressed by Article 106(8) of the Code. It also imposes related compensation requirements in respect of specified failures for breaches of the minimum QoS standards and obligations.

### 4 MINIMUM QUALITY OF SERVICE STANDARDS AND OBLIGATIONS

- 4.1 Under and in accordance with section 37(1)(g)(iii) of the 2023 Act, ComReg specifies the following minimum QoS standards to be met by Providers relating to missed and delayed service and installation appointments in respect of connections:
- i. Subject to section 4.2, a Provider shall arrange and confirm any Appointment with a Customer in accordance with section 4.1 of this Decision Instrument:
    - a. For the purposes of a Service or Installation, a Provider shall offer a Customer a range of Time Slots and Week Days to choose from before agreeing to an Appointment. Once agreed by the Customer, the Appointment is created for the specific Time Slot on the specific Week Day.
    - b. For the purposes of an Installation requiring a duration exceeding a single Time Slot, a Provider shall offer a Customer two consecutive (or adjacent) Time Slots on a range of Week Days, before agreeing to an Appointment. Once agreed by the Customer, an Appointment is created for two consecutive (or adjacent) Time Slots on the specific Week Day.
    - c. A Provider shall confirm the Appointment with a Customer. A confirmation shall, as soon as practicable thereafter, be sent to the Customer via email/SMS or otherwise on a durable medium. This is to serve as a record of agreement for both the Provider and the Customer.
  - ii. A Provider shall fulfil an Appointment. In this regard an Appointment is not fulfilled if missed within the meaning of 4.1(iv)
  - iii. In the case of an Appointment confirmed for two consecutive (or adjacent) Time Slots, a Provider shall fulfil the Appointment within the first confirmed Time Slot.

- iv. An Appointment shall be deemed missed if the Technician has not attended at the Customer's Premises during the agreed Time Slot on the agreed Week Day, unless:
    - d. 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; or
    - e. The Provider can establish that a Technician arrived at the Customer's Premises during the Appointment, that contact was attempted with the Customer, and that the Technician could not access the Customer's Premises and this was not due to any act or omission on the Provider's part;
  - v. 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 agreed Week Day as the initial Appointment and must also be fulfilled by the Provider on that day. Where it is not possible for a Provider to offer a range of Time Slots for a re-arranged Appointment in accordance with section 4.1(i)(a), 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.
- 4.2 A Provider may, in addition to arranging and confirming any Appointment, offer an Alternative Appointment to an end-user 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.

## 5 EXCLUSIONS

- 5.1 An Appointment will be neither missed nor delayed, as the case may be, for the purposes of Section 4 of this Decision Instrument where it is missed or delayed solely as a consequence of a force majeure event, namely an exceptional event, which means any of the following: (a) act of god, natural disasters; fire, flood, earthquake, or extreme weather conditions (which are unlikely in that region of country), (b) riot, civil disorder or act of war; (c) strikes or other industrial action, outside of the control of the Provider, the impacts of which —
- (a) could not reasonably have been foreseen or prepared for to the extent required to fulfil the Appointment, and/or
  - (b) would represent a risk to the safety, security or health of an individual if attempts were made to fulfil the Appointment, and
  - (c) the Provider can show steps were taken to avoid or mitigate the effects of the force majeure event.

## 6 SPECIFICATION OF FAILURE

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

## 7 STATUTORY POWERS NOT AFFECTED

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

## 8 MAINTENANCE OF OBLIGATIONS

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

## 9 EFFECTIVE DATE AND DURATION

- 9.1 This Decision and Decision Instrument is fully effective from 4 September 2025, unless otherwise amended by ComReg.

## Appendix B: RIA

A 1.1 See ComReg Document 25/33B

# Appendix C: Response to Consultation 24/89

A 1.2 See ComReg Document 25/33C



# Appendix D: Submissions to Consultation 24/89

A 1.3 See ComReg Document 25/33D