



An Coimisiún um
Rialáil Cumarsáide
Commission for
Communications Regulation

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

Extension of requirements on Service
Providers to all appointments

Consultation

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1 Executive Summary

1.1 Introduction

- 1.1 The Commission for Communications Regulation (“ComReg”) is the statutory body responsible for the regulation of Electronic Communications Services (“ECS”), Electronic Communications Networks (“ECN”), associated facilities¹ and the postal sector in Ireland. It has a wide range of responsibilities in the sectors it regulates and operates under Irish and EU legislation in these areas.
- 1.2 The European Union (Electronic Communications Code) Regulations 2022² (the “ECC Regulations”) and the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023³ (the “2023 Act”), transpose the European Electronic Communications Code⁴ (the “Code”) into Irish law.
- 1.3 Article 106(8) of the Code⁵ (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.
- 1.4 ComReg fulfilled this obligation through the making of Decision D01/24⁶ (“D01/24”) in January 2024 and Decision D07/25⁷ (“D07/25”) in June 2025 (following public consultation, “Consultation 24/89”)⁸. Pursuant to D07/25, ComReg under the 2023 Act specified:
 - i. minimum quality of service (“QoS”) standards (“the Standards”) for missed and delayed service and installation appointments (“MDSIA”) in respect of connections for porting and switching, and

¹ Including telecommunications, radiocommunications and broadcasting transmission services

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

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

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

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

⁶ “Switching and Number Portability – End-User Compensation Response to Consultation 23/92 and Decision”, ComReg Document 24/01, Decision D01/24, 8th January 2024. ComReg-2401.pdf

⁷ “Missed and Delayed Service and Installation Appointments – End-User Compensation Response to Consultation 24/89 and Decision on switching and porting appointments”, ComReg Document 25/33 (“ComReg 25/33”).

Decision D07/25, 6th June 2025. Response-to-Consultation-and-Decision-MDSIA-Publication.pdf

⁸ “Missed and Delayed Service and Installation Appointments – End-User Compensation Consultation” ComReg Document 24/89, 6th November 2024. ComReg-2489.pdf

- ii. as compensable failures the breach of those Standards by providers of internet access service (“IAS”) and publicly available number-based interpersonal communications services (“PANBICS”).
- 1.5 D07/25 specifies the Standards and compensable failures for MDSIA in the context of appointments for switching and porting processes only and does not specify minimum QoS standards applicable to appointments beyond the scope of switching and porting.
- 1.6 D07/25 requires providers of IAS and PANBICS (“Provider” or “Providers”) to follow the Standards regarding scheduling and fulfilling of appointments (as defined in D07/25) during switching and porting processes. Providers have published compensation schemes to provide for the payment of compensation in the event of missed and delayed appointments (as defined in D07/25) related to porting and switching. End-users are entitled to seek compensation from Providers for specified failures relating to switching and porting processes including MDSIA.
- 1.7 End-user harm may exist which is not being addressed by the Standards contained in D07/25. In its Response to Consultation and Decision (“ComReg 25/33”), ComReg noted its intention to continue to consider extending the application of the Standards and associated compensable failures pursuant to D07/25 to other appointments beyond the scope of porting and switching (i.e., broader approach) having regard to identified harms, as set out in Consultation 24/89.
- 1.8 This consultation now focuses on extending the scope of the Standards and related compensable failures in the case of MDSIA in respect of connections beyond the scope of porting and switching.

1.2 Overview of Proposals

- 1.9 ComReg is mindful of its objectives and functions as set out in the Communications Regulation Act 2002 (as amended)⁹ (“the 2002 Act”). ComReg also has general objectives to be pursued by it in the context of its regulatory tasks, as set out in Regulation 4 of the ECC Regulations.
- 1.10 As set out in D07/25, in instances of MDSIA, end-user harm can arise. However, where appointments outside the scope of switching and porting are missed or delayed, they are not compensated under D07/25. 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 end-user harm arising from MDSIA particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition.

⁹ As set out in Sections 10 and 12 of the Communications Regulation Act 2002 (as amended) (the Act) Communications Regulation Act, 2002 (irishstatutebook.ie).

- 1.11 ComReg is now further consulting on a proposal to extend the scope of the Standards and compensable failures for MDSIA imposed on Providers under D07/25 to all appointments, beyond the scope of switching and porting. The proposal would mean that Providers would be required to extend the current standards and compensation requirements to all missed and delayed appointments.
- 1.12 The proposals in this consultation have already been consulted upon in Consultation 24/89 and a Regulatory Impact Assessment ("RIA") was conducted as part of that Consultation and outlined in ComReg 25/33's final RIA ("RIA 25/33"). The RIA for the above proposal has now been updated in respect of the data gathered as part of this consultation based on necessity, appropriateness and proportionality, and is set out in Section 5.
- 1.13 Where ComReg specifies failures as provided for under Section 39 of the 2023 Act, the following obligations are engaged: –
- a) The obligation on the relevant provider to pay compensation to an affected end-user when a specified failure is committed; and
 - b) The obligation on the provider to prepare and publish a compensation scheme within three months of the effective date of ComReg's final decision, which scheme will set out a transparent procedure to obtain compensation (with a user-friendly description of same), the means by which compensation will be paid, the time periods within which end-users will receive it, and the amount of compensation end-users are entitled to.
- 1.14 Subject to this consultation, and in light of the existing requirements in place, a lead-in period of three months for the commencement of a ComReg final decision is proposed. This would give three months for compliance by Providers with the Standards in relation to appointments outside the context of switching and porting. It would allow a six-month period by which to have the relevant compensation scheme published and in effect (taking account of the provisions of Section 37(1)(g)(iii) of the 2023 Act).
- 1.15 ComReg invites comments from interested parties to the questions set out in this consultation and on the draft RIA and draft Decision Instrument by 5pm on 2nd October 2026. The procedure for submitting comments is set out in Section 6.

2 Background

- 2.1 Under Section 37(1)(g)(iii) of the 2023 Act, ComReg may specify minimum QoS standards to be met by Providers when providing such services to end-users generally, or such class of end-user as the Commission may specify, in respect of connections, including MDSIA. The Standards specified by ComReg pursuant to D07/25 apply to MDSIA in the context of porting and switching only.
- 2.2 Whilst D07/25 specifies compensable failures where Providers are in breach of those Standards, a requirement for compensation does not exist for MDSIA beyond the scope of switching and porting appointments, such as, (a) installation¹⁰ appointments in the case of intra-operator installations where, for example, an existing customer is migrating their service to a new technology¹¹ with the same Provider or an initial installation appointment where there is no existing Provider and (b) service¹² appointments for fault repair and customer support appointments.
- 2.3 As set out in Consultation 24/89, in principle, MDSIA can cause inconvenience to end-users such that any end-user harm arising from MDSIA should be avoided and should be compensated, where appropriate.
- 2.4 In ComReg 24/89¹³ and ComReg 25/33, ComReg outlined that end-user harm may exist where MDSIA occurs for appointments beyond the scope of switching and porting, as well as for those appointments covered under D07/25.
- 2.5 In light of the analysis set out in this consultation, ComReg, pursuant to Section 37(1)(g)(iii) of the 2023 Act, is proposing to extend the scope of the Standards that Providers must follow and compensable failures for MDSIA under D07/25 to all appointments beyond the scope of switching and porting, as set out in Table 1.

¹⁰ Installation as defined in D07/25.

¹¹ Note, Article 106 of the Code establishes the obligations 'in the case of switching between providers of internet access providers'.

¹² Service as defined in D07/25.

¹³ As set out in Chapter 3 of Consultation 24/89.

Table 1:

Harm associated with MDSIA	Narrow Scope (Appointments in the context of switching and porting)		Broad Scope (Appointments beyond the context of switching and porting)	
	Installation Appointments (Inter-operator switching)	Service Appointment (when install fails)	Installation Appointments (Intra-operator installations, initial installations)	Service Appointment (fault repair and other customer service)
Direct harm (Hassle, frustration, inconvenience amendments to personal and professional schedule etc.)	Covered by ComReg D07/25	Covered by ComReg D07/25	No end-user protection measure exists at present – proposed introduction in this consultation	No end-user protection measure exists at present – proposed introduction in this consultation
Indirect harm (Loss of service, delays in switching)	Covered by ComReg D01/24	Covered by ComReg D01/24	Limited end-user protection measures exist	Limited end-user protection measures exist

- 2.6 ComReg wants to ensure a consistent level of protection and redress for end-users and the promotion of their interests in the case of any end-user harm arising from MDSIA.
- 2.7 In Consultation 24/89, ComReg proposed that the Standards and compensable failures could be applied to all MDSIA (the broader scope as per Table 1), and not only those in the scope of porting and switching. The rationale for this approach primarily related to the preliminary view as set out in Chapter 3 of Consultation 24/89 that the direct end-user harm (such as, 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.
- 2.8 In that context, ComReg, in RIA 25/33, carefully considered a number of regulatory options in relation to the Standards for MDSIA including whether the Standards and compensable failures should extend beyond the scope of switching and porting. Having considered the respondents views to Consultation 24/89, ComReg set out that it would conduct further analysis on whether a broad approach is required to be adopted.

- 2.9 ComReg also noted that it expected that Providers would not treat appointments outside the scope of D07/25 differently, such that the Standards regarding scheduling and fulfilling should be applied to all appointments. In light of this, ComReg has considered the manner in which Providers schedule and fulfil service and installation appointments with end-users.
- 2.10 This consultation sets out details of the analysis conducted by ComReg and having further considered this aspect, outlines ComReg's preliminary view on considerations for expanding the scope of D07/25 to cover all appointments.

3 Considerations for extending the Standards and compensable failures of D07/25

3.1 Introduction

- 3.1 ComReg, under section 37(1)(g)(iii) of the 2023 Act, may specify minimum QoS standards that Providers must follow for MDSIA beyond the scope of switching and porting to other appointments as set out in the Table 1 above. In Consultation 24/89, ComReg consulted on whether the Standards and compensable failures should apply to a broader scope of appointments. Subsequently, in ComReg 25/33, ComReg, having considered the respondents' views, determined it would conduct further analysis before deciding if a broader approach was to be adopted (i.e. the Standards, as defined in D07/25, and compensable failures for MDSIA to be applied to all appointments).
- 3.2 ComReg has gathered data from various sources¹⁴ and has considered whether Providers' current processes and practices in relation to the scheduling and fulfilling of service and installation appointments are adequate to address end-user needs and effective functioning on the market, and whether further regulatory intervention may be required to extend the scope of D07/25 to all appointments beyond the scope of switching and porting.
- 3.3 Considering this broader approach, ComReg, having regard to the data gathered, assessed the following:
- (a) Whether, in instances of MDSIA, end-user harm (direct and indirect) has occurred;
 - (b) Whether the direct end-user harm associated with MDSIA is the same for all appointments;
 - (c) Whether a significant proportion of end-users are not protected from the harm associated with MDSIA; and
 - (d) The proportionality of extending the Standards and compensable failures to cover all appointments.

¹⁴ Including ComReg's Confidence & Awareness Survey (survey conducted for Q3 2025), an analysis of ComReg's consumer complaint data and two Information Requirements to Providers relating to their Scheduled, Missed and Delayed Appointments pursuant to Section 13D of the 2002 Act.

3.2 Whether, in instances of MDSIA, end-user harm (direct and indirect) has occurred

3.4 In Consultation 24/89, ComReg outlined that direct end-user harm may occur where a technician arrives later than scheduled (delays) or misses the agreed appointment date:

- **Frustration, stress:** end-users can experience considerable frustration, anxiety and stress.
- **Disruption in an end-user's schedule:** end-users can experience harm in terms of gross inconvenience, loss of time, and adverse impacts on personal and professional schedules.
- **Time and effort spent to rectify the issue:** end-users may need to go to considerable effort trying to contact their Provider repeatedly to reschedule the appointment, considering and selecting a suitable time from the available options, and making additional adjustments or special arrangements for the new appointment.

3.5 ComReg outlined that indirect end-user harm may also occur where end-users experience a loss of service and/or delays in service provision/resumption as a consequence of a delayed or missed appointment.

3.6 As part of this consultation, ComReg further assessed the available information and whether the identified direct and indirect end-user harm, discussed in Consultation 24/89 and, subsequently, in ComReg 25/33, does occur and what was the end-user experience in respect to all appointments.

3.7 ComReg's Confidence and Awareness Survey ("C&A Survey"),¹⁵ reveals among all the respondents surveyed that:

- 14% of respondents reported they had an engineer from their Provider come to their home (i.e. an appointment), in the past two years.
- Of those respondents who had an appointment, 21% reported they had experienced some issues with the appointment, including reporting the engineer arriving outside the given appointment window (i.e. delayed appointment), or not showing up to the appointment without providing adequate notice (i.e. missed appointment). A similar pattern can be observed with respect to MDSIA reported by Providers (see Section 3.4 below).
- Of the 21% who reported experiencing a missed or delayed appointment, 42%

¹⁵ The C&A Survey was conducted during Q3 2025 and related to 1,000 fixed broadband consumers.

reported they had to make changes to their professional or personal schedules to accommodate the appointment, while 33% of those experienced stress or frustration. Additionally, 21% reported that they or a member of their family had to take a day off work to be home for the appointment, while 8% had to change their work shift to be home for the appointment.

3.8 In addition, ComReg's qualitative analysis of complaints received by its Consumer Care team ("Complaints Data") identified a number of relevant complaints.¹⁶ These complaints specifically related to scheduling and fulfilling of appointments, and identified issues, such as, a technician not providing adequate or any notice of an appointment cancellation, attending appointments later than was originally agreed and the rescheduling of appointments without end-user consent. ComReg also observed as part of its analysis of these complaints, that consumers raised a variety of other issues, including the consumer experiencing stress and frustration, the consumer amending their personal and professional schedules, as well as causing loss of services and delays in switching.

3.9 Overall, ComReg's analysis indicates that end-user harm exists in respect to all appointments where MDSIA occur.

3.3 Whether the direct end-user harm associated with MDSIA is the same for all appointments

3.10 As set out above, in Consultation 24/89, ComReg outlined its view that the direct end-user harm associated with MDSIA, as set out in summary above, is the same, irrespective of whether those appointments occur inside or outside the scope of switching and porting. ComReg analysed the C&A Survey and Complaints Data to determine if this was supported by the data.

3.11 ComReg's C&A Survey shows that respondents in both groups, those with appointments related to switching/porting and with appointments outside that context, reported instances of MDSIA and experiencing stress and frustration as well as disruptions to their personal and professional schedules. For instance, among survey respondents who reported that MDSIA caused stress, frustration or affected their professional or personal schedules, 48% were switching while 52% were not switching Providers. These survey findings support ComReg's preliminary view that the adverse direct impacts of MDSIA were similarly experienced across both groups of end-users.

3.12 ComReg's analysis of Complaints Data also indicates that in instances of MDSIA, both the nature of the harm reported and the number of end-users reporting harm were broadly similar for appointments within the scope of switching/porting and those

¹⁶ Analysis relates to complaints which were closed by the ComReg's Consumer Care Team in the period October 2024 to October 2025.

occurring outside the scope of switching – c. 80% of the complaints analysed were identified as outside of the switching and porting process, indicating that the adverse direct impacts of MDSIA are experienced by end-users across all appointment types.

3.4 Whether a significant proportion of end-users are not protected from the harm associated with MDSIA

- 3.13 For the purposes of this consultation, ComReg has considered the proportion of end-user appointments not covered by the end-user protection measures in D07/25 and thus, the potential scale of end-user harm in instances of MDSIA that is not being compensated.
- 3.14 ComReg's analysis relates to installation and service appointments¹⁷ scheduled by Providers during 2025 and 2026 Q1, respectively (separately the "2025 Information Requirement"¹⁸ and "2026 Q1 Information Requirement"¹⁹ and together the "Information Requirement to Providers").
- 3.15 ComReg's analysis of Providers' responses to the Information Requirement to Providers and, a comparative assessment of appointments (within porting and switching and all other appointments), indicates that:

Out-of-Scope Appointments:

- The majority of installation and service appointments occur outside the scope of switching and porting (and are not covered by D07/25). The data reveals that of the total appointments scheduled by Providers in the stated periods, in aggregate, 94% (2025) and 80% (2026 Q1) of all appointments fall outside the scope of D07/25.

Installation Appointments:

- Per ComReg data, the majority of installation appointments occur in the context of intra-operator installations, such as, a technology change within the same

¹⁷ The relevant definitions are contained in D07/25.

¹⁸ Pursuant to Section 13D of the 2002 Act, ComReg issued an Information Requirement to Providers to ascertain the number of scheduled service and installation appointments from the period 1 January 2025 to 31 December 2025 and for the Provider to outline how many of these appointments were inside and outside the scope of D07/25. As this Information Requirement to Providers related to the a period prior to the effective period of D07/25 (i.e. 4 December 2025, 3 months after the effective date of the Decision), ComReg did not seek information relating to missed and delayed appointments as these definitions were not in place.

¹⁹ ComReg subsequently issued an additional Information Requirement to Providers by way of a 13D Letter to ascertain the number of scheduled, missed and delayed service and installation appointments for the period 1 January 2026 to 31 March 2026 and for the Provider to outline how many of these appointments were inside and outside the scope of D07/25. As this information requested related to the effective period of D07/25, ComReg was able to seek information related to missed and delayed appointments, as well as those scheduled.

Provider.²⁰ Data received from Providers indicates that of the total installation appointments scheduled by Providers in the stated periods, in aggregate, the majority 94% (2025) and 76% (2026 Q1) of installation appointments fall outside the scope of D07/25.

- It is noted that, increasingly, end-users are migrating to new technologies across all Providers and technologies, meaning that a significant number of installation appointments may arise as a result of technology upgrades for end-users without a change in their Provider (i.e. intra-operator installations). These installation appointments fall outside of the scope of switching and porting.

Service Appointments:

- Data received from Providers indicates that the majority of service appointments are outside the scope of switching and porting; of the total service appointments scheduled by Providers in the stated periods, in aggregate, the majority 95% (2025) and 94% (2026 Q1) of service appointments fall outside the scope of D07/25.
- It is noted that service appointments typically arise where there is an issue during the standard life of an end-user's contract with a Provider, such as to repair faults, and thus falls outside the switching and porting process.
- ComReg also notes that due to severe storms in recent years, many customers have suffered a loss of service and have been left without service for a period of time creating many service appointments (fault repair) outside the scope of switching and porting.

MDSIA:

3.16 Concerning instances of MDSIA, per the data received in the 2026 Q1 Information Requirement, ComReg notes that:

- In aggregate, a significant minority (18%) of all appointments result in MDSIA (broadly aligning with the reported data in ComReg's C&A Survey).
- A significant number of MDSIA appear to be occurring outside the scope of D07/25. In the 2026 Q1 Information Requirement, ComReg identified that, in respect of out-of-scope appointments, a total of 13,146 installation appointments and 3,232 service appointments were missed or delayed for this three-month period across Providers. This represents a significant number of end-users who, in instances of MDSIA, may be experiencing the identified end-user harm where the appointment does not follow the Standards and may not be compensated.
- The data would also indicate that out-of-scope installation appointments were missed and delayed at a greater frequency in the period compared to in-scope

²⁰ It is noted that according to ComReg's Broadband Survey 2023, two in three survey respondents reported that they stayed with their current provider when upgrading broadband services. B&A (comreg.ie).

installation appointments.²¹ There is a higher proportion of out-of-scope installation appointments that are missed or delayed (20%) compared to in-scope installation appointments that are missed or delayed (9%).

The application of the Standards to all appointments:

3.17 In ComReg 25/33 ComReg noted that it expects that Providers would not treat appointments outside the scope of D07/25 differently to those within the scope. Concerning whether Providers treatment across appointments is varying, ComReg notes that;

- In response to the 2025 Information Requirement, relating to how they scheduled and fulfilled appointments outside the scope of switching and porting, the majority of Providers outlined that they broadly apply the Standards to out-of-scope appointments.
- With respect to scheduling, all Providers apply the Standards to all appointments (i.e. provide end-users with a range of time and dates and confirm the appointment on a durable medium).
- With respect to the classification of appointments as missed or delayed, the majority of the Providers apply the Standards to all appointments (i.e. if an appointment is missed or delayed per D07/25 it is classified as such on the Provider's systems).
- With respect to providing a compensation scheme, no Provider has voluntarily adopted a compensation scheme for all appointments (only in the context of switching and porting).
- Notwithstanding what has been set out above in respect to Provider processes and systems, ComReg observes from the 2026 Q1 Information Requirement that there appears a greater frequency of MDSIA for out-of-scope installation appointments compared to those in scope and that these out-of-scope appointments are currently not compensable by Providers.

3.5 The proportionality of extending D07/25 Standards and compensable failures to all appointments

3.18 In RIA 25/33 ,²² ComReg considered the effect upon end-users, stakeholders and competition of policy options in relation to MDSIA, including, ComReg exercising powers to extend the specification of Standards and compensable failures for MDSIA to other appointments beyond the scope of switching and porting.

3.19 In Consultation 24/89 and RIA 25/33, ComReg considered the regulatory sub-

²¹ This trend could not be established for service appointments due to the very low percentage of service appointments which are in-scope and the high proportion of Providers which did not have any in-scope service appointments.

²² ComReg Document 25/33B.

options available to it in considering the scope of the application of the Standards and associated failure in relation to MDSIA, inter alia, a narrow (i.e., MDSIA in the context of porting and switching) or a broader scope (i.e., the application of the Standards to all MDSIA and the specification of failures to all MDSIA). Having considered these options, ComReg provisionally assessed that the broad scope was the appropriate option on the basis that ComReg wanted to ensure a consistent level of protection and redress for end-users and to promote their interests in the case of any end-user harm arising from MDSIA particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition.

- 3.20 As noted above, ComReg decided that D07/25 would apply only in the case of switching and porting and it would conduct further analysis before deciding if the broad approach was to be adopted.
- 3.21 As part of the analysis outlined in this section, ComReg has updated the RIA in relation to the proposed extension of the scope of D07/25 to all MDSIA and its impact on end-users, Providers and competition. See Draft RIA in Section 5. ComReg has considered the proportionality of extending the scope of D07/25 to all appointments in the following respects:

End-User Benefit

- 3.22 In RIA 25/33, ComReg considered the impact of implementing the Standards upon end-users which remains valid. The benefits to end-users, in addition to compensating end-user harm, consist of enhanced clarity with regards to the scheduling and fulfilling of appointments, including the agreement and confirmation of appointments, fixed time slots and the requirement for adequate notice to be given for the cancellation of an appointment.
- 3.23 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.
- 3.24 As noted in Section 3.4 above, a significant proportion of end-user appointments occur outside the scope of D07/25 and are not protected from the harm associated with MDSIA. ComReg's analysis indicates that end user harm exists in respect of all appointments where MDSIA occurs; as set out above, a significant minority (18%) of all appointments result in MDSIA and a significant number of MDSIA appear to be occurring outside the scope of D07/25. By extending the scope of D07/25 to cover all appointments, a significant number of end-user appointments, and thus potential end-user harm, will be compensable.
- 3.25 In addition to compensating end-user harm, all end-users will benefit from enhanced clarity with regards to the scheduling and fulfilling of appointments, including the agreement and confirmation of appointments, fixed time slots and the requirement

for adequate notice to be given for the cancellation of an appointment.

- 3.26 From an end-user's point of view, the lack of consistency in approach towards end-users (for instance in the case of installation appointments, between (i) existing customers migrating services with the same Provider and (ii) new customers switching from another Provider), could result in an inequality of outcomes between both cohorts. It may in general result in inefficient or confused communication to customers including regarding any compensation payable for MDSIA and cause customer confusion and frustration regarding their rights in respect of compensation when things go wrong with appointments in respect to their connections.

Financial Cost to Provider

- 3.27 In line with the above, extending the scope of D07/25 to cover all appointments may increase the number of appointments which are compensable by the Provider. This may increase the financial cost of imposing the obligations of D07/25 on Providers in instances of MDSIA. ComReg also notes that a wholesale dependency exists for some Providers, whereby third parties are involved in the scheduling and fulfilling of appointments.
- 3.28 However, ComReg notes that, in D07/25, having regard to respondents' views to Consultation 24/89, the Standards imposed were revised to ensure consistency with existing industry practices, allowing flexibility for Providers to offer and manage appointments tailored to their business operations. The Standards allow for a Provider-led process and ComReg expects the efficient scheduling and fulfilment of appointments they agree with their customers by Providers should reduce a risk of not meeting the Standards and, thus, of an increase in compensation payments by Providers for MDSIA.

Provider's Administrative Burden

- 3.29 By extending the scope of D07/25 to cover all appointments, Providers' processes may need to be extended to cover all MDSIA, which may require some operational effort on the part of Providers. However, having considered ComReg's Information Requirement to Providers, the majority of Providers have indicated they broadly apply the Standards for all appointments. ComReg also notes that there would be a significant lead-in time from Providers' initial compensation schemes coming into effect (i.e. December 2025) to the effective date of any decision arising from this consultation (i.e. possible effective period May 2027 if decision is published in December 2026) and expects that these processes would be effectively implemented at this stage. Therefore, specifying the Standards for all MDSIA is unlikely to be significantly onerous for the majority of Providers compared to the impact of D07/25.

3.6 Summary and ComReg's Preliminary View

- 3.30 ComReg's analysis set out above indicates that end-user harm does exist in instances of MDSIA and that this end-user harm is the same across all appointments, both inside and outside the scope of switching and porting. ComReg's analysis also indicates that there are a significant number of MDSIA occurring, and thus, a significant potential for end-user harm.
- 3.31 Per ComReg's analysis outlined above, the majority of the appointments occur outside the scope of switching and porting. It indicates there is a higher rate of missed and delayed installation appointments for those appointments out-of-scope of D07/25 as compared to in scope installation appointments. ComReg is of the preliminary view that there is a need to ensure consistent protection for those end-users who may not receive the same level of quality of service with respect to scheduling and fulfilling appointments and may experience the same harm without any redressal.
- 3.32 ComReg, in light of its analysis including the RIA analysis, is of the preliminary view that extending the scope of the Standards and compensable failures to cover all appointments is the most appropriate approach to ensure that all appointments are scheduled and fulfilled in a consistent manner for all end-users. It would also ensure, where MDSIA does occur, end-users are entitled to compensation irrespective of whether the appointments are in-scope or out-of-scope of switching and porting. It would ensure clarity and fairness for all those in the market and ensure new and existing customers are treated similarly. It would also help ensure the market is equally well functioning for all appointments and reduce any uncertainty for end-users regarding end-user rights applying to appointments and in respect of compensation when things go wrong.
- 3.33 Given that the Standards allow Providers flexibility and are aligned with current industry practices and that the majority of the Providers have indicated that they broadly apply the Standards to all appointments, ComReg believes that the administrative burden on Providers to expand the scope of the Standards beyond the context of porting and switching is minimal.
- 3.34 ComReg acknowledges financial implications for Providers in relation to compensation for MDSIA where it is proposed to expand the scope of D07/25. However, ComReg is of the preliminary view that the costs are outweighed by the substantial end-user benefit - of adequate protection when scheduling and fulfilling appointments, enhanced clarity with regards to the applicability of the compensation scheme, fairness to all end-users and providing compensation where end-user harm occurs. ComReg believes this ensures the proportionality of the proposal.
- 3.35 Having considered the above, ComReg is of the preliminary view, on balance, that extending the scope of the Standards and compensable failures imposed by D07/25

to cover all appointments and not just those within the scope of switching and porting is necessary, appropriate and proportionate having regard to ComReg's objective regarding end user protection.

- 3.36 ComReg has not identified any impact on competition as a result of this proposed intervention. There appears to be an industry wide need to ensure appointments are efficiently scheduled and fulfilled to avoid the occurrence of MDSIA. In a well-functioning competitive market, consumers are treated fairly, and Providers have incentives to provide good levels of service quality including scheduling and fulfilling appointments.
- 3.37 Having regard to all available evidence collected at this stage, for the above reasons, ComReg proposes to publish a new Decision XX/XX, which will amend existing Decision, D07/25, and extend the scope of that Decision to all appointments. A draft Decision Instrument is included at Section 4, along with a draft D07/25 amended to reflect the draft decision.

3.7 Implementation Period

- 3.38 ComReg proposes a three-month implementation period following the publication of a response to consultation and final decision (at this stage envisaged to be December 2026). This would give Providers three months for compliance with the minimum QoS standards for MDSIA in respect of all connections (other than appointments for switching and porting) under Section 37 of the 2023 Act subject to the consultation. In addition, Providers would have 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).

- Q. 1 Do you agree with ComReg's preliminary view that the Standards and associated failures imposed on Providers by D07/25 should be extended to cover all appointments? Please provide detailed reasons and supporting evidence for your view.
- Q. 2 Do you agree with the three-month implementation period as proposed by ComReg? Please provide detailed reasons and supporting evidence.

4 Draft Decision Instrument

4.1 Draft Decision Instrument

1 STATUTORY FUNCTIONS AND POWERS

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. 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”),
- iii. Having regard to the provisions of the European Union (Electronic Communications Code) Regulations 2002 (“S.I. No. 444 of 2002”), in particular Regulation 4 thereof,
- iv. Having, pursuant to Section 13 of the Principal Act, complied with Ministerial Policy Directions where applicable,
- v. Having regard to the contents of (including the analysis and reasoning set out in) ComReg Document No. 24/89; Submissions to Consultation (25/33D); Response to Consultation (ComReg Document No. 25/33); and Decision D07/25; ComReg Consultation Document No. 26/57

2 SCOPE AND APPLICATION

- 2.1 This Decision Instrument amends Section 3.1 of ComReg Decision Missed and Delayed Service and Installation Appointments- End-User Compensation D07/25 by deleting the following words as they appear in that Section “*in the context of switching and porting as addressed by Article 106(8) of the Code*”. This Decision Instrument applies to Providers of internet access services and publicly available number based interpersonal communications services. It specifies and imposes minimum quality-of-service (“QoS”) standards to be met by Providers when providing such services to end-users, in respect of missed and delayed service and installation appointments. It also imposes related compensation requirements in respect of specified failures for breaches of the Standards and obligations.

3 STATUTORY POWERS NOT AFFECTED

- 3.1 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.

4 MAINTENANCE OF OBLIGATIONS

- 4.1 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.

5 EFFECTIVE DATE AND DURATION

- 5.1 This Decision and Decision Instrument is effective from XX XX 2026 (“the **Effective Date**”), unless otherwise amended by ComReg.

4.2 Draft D07/25 – As Amended

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.

Q. 3 Do you agree with ComReg’s proposal to publish a new Decision and with the amendments outlined in the Decision Instrument at Section 4.2 outlined above? Please provide detailed reasons and supporting evidence for your view.

5 Draft RIA

5.1 Introduction

- 5.1 The analysis presented in this section represents ComReg's draft RIA. It sets out ComReg's preliminary views of the likely effect upon stakeholders and competition, of ComReg exercising its power to specify that the Standards introduced in D07/25 in relation to MDSIA and failures of Providers (of IAS or PANBICS) to comply with such Standards, be applied to all appointments, and not just those within the context of switching and porting. The RIA 25/33 determined the appropriate minimum quality of service standards. This RIA will determine the scope of the application of D07/25 Standards and compensable failures, i.e. should they only be applied to MDSIA in the switching and porting context, or should they apply to all MDSIA.
- 5.2 ComReg's aim in conducting its RIA is to ensure that any specific obligations imposed are appropriate, proportionate²³ 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 ECC Regulations, and having regard to its objectives in relation to MDSIA.
- 5.3 This draft RIA sets out the five steps set out in the RIA Guidelines²⁴ for conducting RIA's as follows:

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

- 5.4 Article 106(8) of the Code (which relates to switching and porting) obliges Member States to lay down rules on the compensation of end-users by their Providers in an easy and timely manner in the case of the failure of a Provider to comply with the obligations laid down in that Article, as well as in the case of delays in, or abuses of, porting and switching processes, and missed service and installation appointments.
- 5.5 ComReg fulfilled this obligation through the making of Decision D01/24, relating to delays in, or abuses of, the porting and switching process, and D07/25, relating to missed service and installation appointments in the context of porting and switching. ComReg is now considering whether compensation for other appointments (such as, for service repairs, intra-operator installations, initial installations etc.) should be

²³ Regulation 4(4) of S.I. No. 444 of 2022.

²⁴ ComReg, "Guidelines on ComReg's Approach to Regulatory Impact Assessment", ComReg Document 07/56a, 10 August 2007 (the "RIA Guidelines").

introduced.

- 5.6 Whilst D07/25 specifies compensable failures where Providers are in breach of the Standards, a requirement for compensation for MDSIA beyond the scope of switching and porting appointments does not exist, such as (a) installation²⁵ appointments in the case of intra-operator installations where, for example, an existing customer is migrating their service to a new technology with the same Provider²⁶ or an initial installation appointment where there is no existing Provider and (b) service²⁷ appointments for fault repair and customer support appointments.
- 5.7 For the reasons set out in ComReg 24/89, MDSIA can cause inconvenience to end-users such that any end-user harm arising from MDSIA should be avoided and should be compensated, where appropriate. ComReg observes that the majority of the service and installation appointments occur outside the scope of switching and porting such that a significant proportion of Providers' total appointments are not covered by D07/25. There also appears to be a higher rate of missed and delayed installation appointments for those appointments out-of-scope of D07/25, compared to in scope appointments.
- 5.8 ComReg has a discretion in terms of the scope of the application of the obligations in terms of standards under section 37(1)(g) of the 2023 Act and failures specified under section 39 of the 2023 Act.
- 5.9 Having regard to ComReg's statutory functions and objectives set out in the 2002 Act; in the context of its regulatory tasks, as set out in Regulation 4 of the ECC Regulations, and having regard to its objectives in relation to MDSIA, as set out in Consultation 24/89 and D07/25, ComReg wants to ensure a consistent level of protection and redress for end-users and to promote their interests in the case of any end-user harm arising from MDSIA particularly by enabling maximum benefits in terms of quality-of-service on the basis of effective competition. ComReg must consider the necessity, fairness and proportionality of the scope of D07/25 to end-users and the extent of the end-user harm which is currently not in scope or lessened including through a compensation scheme where issues arise.
- 5.10 In addition, ComReg must consider the proportionality of its intervention in how extending the scope of the Standards and compensable failures to cover all appointments would impact Providers and competition.

5.3 Step 2: Identify and Describe the Regulatory Options

- 5.11 ComReg recognises that any regulatory measure should be kept to the minimum

²⁵ Installation as defined in D07/25.

²⁶ Note, Article 106 of the Code establishes the obligations 'in the case of switching between providers of internet access providers'.

²⁷ Service as defined in D07/25.

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 extend the specification of Standards and compensable failures in relation to MDSIA**

5.12 ComReg now considers the regulatory sub-options available to it in considering the scope of the application of Standards and compensable failures for MDSIA as follows:

- **Option (a) Do Nothing** - maintaining that the Standards and compensable failures apply only to MDSIA in the context of the switching and porting processes.
- **Option (b) Extend the scope of the Standards and compensable failures** - specifying that the Standards and compensable failures apply to all MDSIA and not just those in the context of the switching and porting processes.

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

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

i. Option to extend the specification of the Standards and compensable failures in relation to MDSIA.

	Impact on Providers	Impact on End-users	Impact on Competition
Option (a) – Do Nothing: maintaining that the Standards and compensable failures apply only in the context of the switching and porting processes.			
Impact of specifying Standards	Standards would apply only to MDSIA in the context of porting and switching. As this is currently the case under D07/25, there is no impact on Providers.	Only end-users impacted by MDSIA in the context of porting and switching will benefit from the Standards (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 that consumer harm would continue not to be addressed in the case of appointments out of the scope of D07/25. The 2026 Q1 Information Requirement indicates that there is a higher risk of MDSIA occurring for out-of-scope appointments and, thus, a greater risk of end-user harm. However, per ComReg's Information Requirement issued to Providers, it is understood that the Standards have been broadly adopted in the scheduling of all appointments by most Providers.	ComReg has not identified any impact on competition as a result of this intervention. ComReg expects that Providers would treat all appointments the same and this is supported by Providers responses to the 2025 Information Requirement.

Impact of making a breach of the standards a compensable failure	Providers will continue to have compensation obligations with regards to MDSIA in the context of porting and switching. As this is currently the case under D07/25, there is no impact on Providers. The efficient scheduling and fulfilment of appointments they agree with their customers by Providers should reduce a risk of not meeting the Standards and, thus, of an increase in compensation payments.	This option requires 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: - End-user harm will not be addressed. ComReg consumer data indicated that a significant number of MDSIA are outside of the switching and porting process. Therefore, a significant portion of end-user harm arising from MDSIA will not be compensated. - Providing compensation schemes for certain MDSIA favours certain types of appointments over others. - Lack of consistency in approach towards existing end-users (i.e. those not switching) and new end-users (i.e. those in the switching process). This may result in an inequality of outcomes between both cohorts.	ComReg has not identified any impact on competition as a result of this intervention. ComReg expects that Providers would treat all appointments the same and this is supported by Providers responses to ComReg Information Requirement to Providers.
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Option (b) - specifying that the Standards and compensable failures apply to all MDSIA and not just those in the switching and porting process			
Impact of specifying the 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) 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, ComReg considers 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 do not) and this is supported by ComReg's Information Requirement to Providers, which indicates most providers have adopted the majority of Standards for all appointments. Therefore, specifying the standards for all MDSIA is unlikely to be significantly onerous for operators compared to option a.	This option will specify Standards for all end-users impacted by MDSIA. The outcome of this approach to end-users will be: - A wider range of end-users will benefit from enhanced clarity and surety in the agreement and confirmation of appointments and fixed length appointment Time Slots. - It would also help ensure the market is equally well functioning for all appointments and reduce any uncertainty for end-users regarding end-user rights applying to 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 and this is supported by ComReg's Information Requirement to Providers which indicates most Providers have broadly applied the Standards for all appointments.

Impact of making a breach of the standards a compensable failure	Providers will be required to publish an updated compensation scheme within 3 months of the decision date to cover 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 b should be no more burdensome than option a. The primary difference between Option a and b for providers may relate to the volume of compensation payments, which are likely to be higher under Option b as a result of its broader scope. Through the enhancement of operational planning and scheduling, as assisted by the Standards, this impact should be minimised for providers, where they effectively fulfil appointments.	This option will provide a compensation scheme for all end-users impacted by MDSIA. The outcomes of this approach to end-users will be: - all end-users that may experience similar harm in terms of MDSIA would have the same and appropriate redress in the form of compensation. - End-user harm in relation to MDSIA outside of switching will be addressed. - Provides consistency across all appointments and should result in better outcomes for both new and existing end-users. This will create clarity for end-users as to their compensation entitlement.	ComReg has not identified any impact on competition as a result of this intervention. ComReg expects that Providers would treat all appointments the same and this is supported by ComReg's Information Requirement to Providers which indicates most Providers have broadly applied the Standards for all appointments. It would also help ensure the market is equally well functioning for all appointments and end-users.
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5.5 Step 5: Assess the impacts and choose the best option

- 5.14 In light of its analysis, as set out in Consultation 24/89 and this consultation, ComReg considers 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 in relation to out of scope appointments, as set out in Section 3.
- 5.15 Where appointments outside the scope of switching and porting are missed or delayed, they are not compensated under D07/25. In light of the further analysis conducted, ComReg considers it proportionate and justified to engage a compensation obligation relating to all MDSIA, both inside and outside the scope of porting and switching.

Scope of Application of MDSIA Standards and compensable failures

- 5.16 ComReg has considered whether to extend the specification of Standards and compensable failures in relation to MDSIA.
- 5.17 ComReg has considered the options available to it in terms of the scope of the application of the Standards and compensable failures in relation to MDSIA, a narrow approach (i.e., **Option (a) Do Nothing**) or a broad approach (i.e., **Option (b)** - the application of the Standards on MDSIA and the specification of failure to all MDSIA).
- 5.18 By choosing **Option (a) Do Nothing**, the Standards and related compensable failures are not applicable to all appointments beyond the context of switching and porting. However, ComReg's further analysis of total appointments has identified that the majority of appointments occur outside the scope of switching and porting. Therefore, a significant portion of the end-user harm arising from MDSIA is not covered by the end-user protection of the Standards, they are not compensated under D07/25. On balance, ComReg is of the preliminary view that it is necessary to compensate the end-user harm arising from MDSIA outside of the switching and porting context, having regard to end-user harm, as set out in Section 3. In a well-functioning market, end-users are treated fairly, and Providers should have incentives to provide good levels of service quality related to appointments in terms of effective scheduling and fulfilling appointments and, compensation if things go wrong with appointments.
- 5.19 ComReg considers that the benefits to end-users of implementing Standards in relation to appointments (including the flexibility, transparency and surety provided by requiring a range of times and dates, rigid time slots and receiving confirmation in a durable medium) as set out in the RIA 25/33 remain valid. ComReg understands, from the Information Requirement to Providers, that while the majority of Providers have already broadly implemented the Standards for all appointments with respect to scheduling of appointments, Providers have not voluntarily adopted compensable failures with respect to out-of-scope appointments. However, ComReg notes that the

data indicates that there is a higher instance of MDSIA for out-of-scope appointments compared to in-scope appointments. ComReg considers a differentiated approach would result in inefficiencies and possible complexity in any co-ordination of scheduling and management of appointments between wholesale operators and retail service providers.

- 5.20 ComReg is aware that by choosing **Option (b)**, Providers may pay a higher volume of compensation payments in instances of MDSIA, owing to the proposed broad scope of the application of the Standards. However, it should be noted, that the incremental operational efforts of implementing **Option (b)** is not envisaged to be significantly different for Providers, as the compensation scheme for MDSIA in the context of porting and switching is already in place since December 2025. By extending this compensation scheme to cover all MDSIA 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 any regulatory burden in terms of cost of implementation, such as, Providers can avoid additional processes to categorise appointments which are compensable or not. As noted above, many Providers have indicated in their responses to ComReg's Information Requirement to Providers that they have already broadly implemented the Standards for all appointments. Therefore, it is envisaged that the impact of this proposed broad scope would be possibly a higher volume of compensation payments in instances of MDSIA. As under option (a), however, the efficient scheduling and fulfilment of appointments they agree with their customers by Providers should reduce a risk of not meeting the Standards and, thus, of an increase in compensation payments.
- 5.21 In respect to the Standards and related compensable failures, ComReg has not identified any impact on competition as a result of the proposal to require Providers to apply the Standards and implement compensation schemes in relation to all MDSIA.
- 5.22 ComReg has considered the Provider impacts outlined above against the end-user harms mitigated by the extension of the scope of D07/25 as proposed. Overall, ComReg is of the preliminary view that any cost to the Provider in terms of financial implication and administrative burden is outweighed by the end-user benefits of adequate protection from the Standards when scheduling and fulfilling an appointment, fairness to all end-users, enhanced clarity with regards to the applicability of the compensation scheme for MDSIA, and providing compensation where end-user harm occurs in instances of MDSIA.
- 5.23 In light of the above, ComReg is of the preliminary view that it is necessary, appropriate and proportionate to extend the scope of the Standards and compensable failures for MDSIA imposed under D07/25 to all appointments beyond the scope of switching and porting. **Option (b)** is ComReg's proposed option.

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

6 Next Steps

- 6.1 The timeframe for receipt of submissions to this consultation paper is 5.00 pm on 2nd October 2026 during which time ComReg welcomes written responses on the questions posed in this consultation document.
- 6.2 Responses must be submitted in written form (post or email) to the following address/email and clearly marked “Submission to ComReg 26/57”:
- Commission for Communications Regulation
Retail Policy
One Dockland Central,
1 Guild St.,
North Dock,
Dublin 1 D01 E4XO
Ireland
Email: RetailConsult@comreg.ie
- 6.3 To promote further openness and transparency, ComReg will publish all respondents’ submissions to this consultation, subject to the provisions of ComReg’s Guidelines on the Treatment of Confidential Information – ComReg 05/24.
- 6.4 Respondents are requested to clearly identify confidential material, explain any claim for confidentiality and provide a confidential and non-confidential version of its responses.
- 6.5 Respondents are also requested to provide any electronic submissions in an unprotected format so that they can be appended to ComReg’s submissions document for electronic publication.

Annex 1: Legal Basis

Section 37 of the 2023 Act

Minimum quality-of-service standards

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

(...)

(g) connections, including—

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

(ii) connection failure rates, and

(iii) missed and delayed service and installation appointments;

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

Section 39 of the 2023 Act

End-user compensation

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

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

(b) Regulation 90 of the Code Regulations.

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

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

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

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

Annex 2: Questions

Q. 1 Do you agree with ComReg's preliminary view that the Standards and associated failures imposed by D07/25 should be extended to cover all appointments? Please provide detailed reasons and supporting evidence for your view.

Q. 2 Do you agree with the three-month implementation period as proposed by ComReg? Please provide detailed reasons and supporting evidence.

Q. 3 Do you agree with ComReg's proposal to publish a new Decision and with the amendments outlined in the Decision Instrument at Section 4.2 outlined above? Please provide detailed reasons and supporting evidence for your view.

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