

**Carrier Pre-Selection
Consumer Advisory Group
Recommendation on
Code of Practice**

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PREFACE

CARRIER PRE-SELECTION ADVISORY GROUP

Telecommunication Regulatory Authority (TRA) has adopted a policy to open dialogue with consumers through consumer advisory groups to investigate issues that affect the consumer and ensure that they benefit from the liberalization of the telecoms sector. The consumer advisory group for carrier pre-selection was established on August 7th, 2004 to provide the TRA with input related to the code of conduct for carrier pre-selection. Members of the group were appointed from various governmental and private organizations as listed below in alphabetical order of names:

Mr. Abdulnabi Kal Awadh, Bahrain Chamber of Commerce and Industry

Dr. Fawzi Albaloooshi, University of Bahrain

Mrs. Najma Janahi, Supreme Council for Women

Dr. Wafa Al Mansoori, Consumer Protection Society

Mr. Yousif Almahdi, Consumer Protection Directorate, Ministry of Commerce

The group started their review by studying similar efforts initiated by telecommunications authorities in a number of countries such as Ireland, Britain, and Australia. The group also requested that a number of presentations be made to it to enable it to gain a precise, in-depth, and clear understanding of legal and technical issues related to initiating carrier pre-selection in Bahrain and other countries in the world. Such presentations were conducted by Ms. Dana Al-Rayes (Director of Communications & Subscriber Affairs-TRA), Mr. Andreas Avgousti (General Director-TRA) and Mr. John Ford (Legal Affairs-Batelco). The group has also found the presentations conducted by the TRA Development Review Panel in the first telecommunications forum held on 30th January 2005 in Bahrain very informative. Other presentations and discussions in the same forum shed light on issues that were unclear and hidden, such as the fierce competition between new telecommunications companies to enter the market and the obstacles they face.

ACKNOWLEDGEMENT

The group would like to thank all who have assisted in the success of its review to set the code of conduct presented in this document. Thanks go to Mariam AlMansoori, Andreas Avgousti, Dana Al-Rayes, Hisham Kashfi, and all of the TRA staff who have been helpful all the time.

LEGAL BACKGROUND

Section 40 of Bahrain's Telecommunications Law, legislative decree number 48 for 2002, provides that public telecommunications operators with significant market power or other licenses required to do so by the terms of their licenses must provide carrier pre-selection from 1 April 2004. The TRA subsequently published Regulation 1 of 2004, the Carrier Pre-Selection Regulation dated 13 June 2004, pursuant to its powers under section 3 of the Telecommunications Law to mandate the basis for implementation of carrier pre-selection in Bahrain.

Article 7 of the Regulation provides that operators who provide carrier pre-selection must adhere to the terms of a Code of Practice to be issued by the TRA. The Article also provides for the establishment of this advisory group to provide input to the TRA on the Code of Practice.

Having completed its review, the advisory group recommends the following Code of Practice to the TRA.

This document is subject to any necessary future updates.

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DEFINITION OF TERMS USED:

CPR	Central Population Registration card; a personal identification card used in the Kingdom of Bahrain.
CPS	Carrier Pre-Selection
CPS Process	the procedures prescribed by the regulation by which a Subscriber shall designate its choices of Pre-Selected Operator(s) to provide its National telecommunications service services and/or international telecommunications services.
Electronic Transfer	Sending text or file or any information electronically.
Gaining Operator	Is the Operator which the Subscriber has chosen to provide CPS services in the form of international telecommunication service and/or national telecommunication service in the future.
Losing Operator	Is the Operator which provided CPS services in the form of international telecommunication service and/or national telecommunication service to the Subscriber prior to the Subscriber electing to change to the Gaining Operator.
N/A	Not Applicable.
Operator	Is a licensed telecommunications Operator, including a Providing Carrier or Pre-Selected Operator.
Pre-Selected Operator	The telecommunications Operator other than the Providing Carrier, who is licensed to provide national telecommunication services and/or international telecommunication services and has been selected by a Subscriber at any given time as that Subscriber's national telecommunications services provider and/or international telecommunication services provider.
Providing Carrier	An Operator of a fixed telecommunications network that has been determined by the TRA to have significant market power with respect to national or international telecommunications services markets.
Regulation	Regulation 1 of 2004, being the Carrier Pre-Selection Regulation dated 13 June 2004 issued by the TRA.
SAF	Subscriber Application Form: being the "Change Request", as defined in the regulation, delivered to Gaining Operator, Losing Operator or Providing Carrier, where the Subscriber indicates application for any CPS service or any Cancellation of CPS service.
Subscriber	Any person or entity that is party to a contract or other similar arrangement that is in force with a Providing Carrier for the supply of a telecommunications service.
TRA	Telecommunications Regulatory Authority in the Kingdom of Bahrain.
True Copy	Authenticated copy of the original document

	(authentication by notarization).
Working Day	Any day from Saturday to Wednesday (inclusive) other than a day declared or made a public holiday in the Kingdom of Bahrain.
Working hours	07:00 am to 3:00 pm local time.

1.0 ORDER HANDLING PROCESS

- 1.1 The CPS Process should follow the Regulation, as amended from time to time by the TRA.
- 1.2 Each Operator should request the Subscriber's original CPR or any equivalent I.D. card and a copy of it. This copy should be kept by the Operator for as long as the Subscriber is a client of the Operator and for a minimum of six months after the Subscriber has ended his/her contract.
- 1.3 A written contract must be established between the Subscriber and the Operator offering the CPS service. The contract must:
 - (a) be available in bilingual form (Arabic/English) and written in a clear, understandable language;
 - (b) set out the maximum period needed to provide the CPS service, allowing for ten Working Days cooling off period during which time Subscribers who have consented to switch may decide to reverse this decision at no cost except for any call charges incurred;
 - (c) state the duration of the contract ((which should not exceed (3) three months)) and how the Subscriber can terminate the contract;
 - (d) specify the amount of penalty, if the Subscriber chooses to terminate the contract prior to the end of contract duration;
 - (e) state the upfront charge, tariffs, payment options and billing frequencies;
 - (f) state the process through which the Subscriber will be informed of any changes to the contract, including any tariff changes. A minimum of one month's notice should be given before these changes come into effect. During this notice period, the Subscriber shall have the right to terminate the contract without any penalty;
 - (g) clearly describe the CPS service to be provided and set out what compensation or refund arrangements are in place if service level commitments are not met;
 - (h) include a Subscriber service contact number, and the Operator's Working Days and Working Hours and explain the procedure for resolving any dispute;
 - (i) set out clearly the conditions under which the Operator can terminate a contract with the Subscriber (e.g. for continuous non-payment) and state the cases for which calls will be carried out by the Providing Carrier
 - (j) include the SAF as set out in Appendix 1, signed by the Subscriber. The Subscriber should be able to retain a copy upon his/her request;
 - (k) not contain any reference to promotions or incentives.
- 1.4 Operators should not misuse problems arising in the order handling processes to putdown or denigrate the service of other Operators. They should not mislead the Subscriber as to who is responsible for any delay. The Losing Operator

should not seek as part of the order handling process to convince the Subscriber to cancel the switch, other than as permitted by paragraph 6.6 of this Code.

- 1.5 Both the Losing Operator and the Gaining Operators should process any SAF according to the process map at Appendix 2 and the flowchart at Appendix 3 to this Code.
- 1.6 Whenever a Subscriber authorizes more than one Pre-Selected Operator for the same service (international telecommunications service and/or national telecommunication service) only the most recent authorization is considered valid.
- 1.7 In accordance with Article 5.1 of the Regulation, the Providing Carrier must support continuity of primary telephone services for the Subscriber during the switchover.
- 1.8 A fixed charge must be set between the Providing Carrier and Pre-Selected Operators according to the Regulation to carry out a change in pre-selection. No extra charges must be billed to the Subscriber for technical or any other difficulties faced by the Providing Carrier. A change request must not be rejected due to technical difficulties. Instead, the Subscriber must be informed of any delays or difficulties in processing the change request. The request must not be used by the Providing Carrier to supply other facilities or services for which the Subscriber may incur extra charges..
- 1.9 Modifications, enhancements and changes covered by clause 1.8 include:
 - (a) line replacement or upgrades;
 - (b) the addition of new or the enhancement of existing telecommunications services which are not CPS services;
 - (c) the addition, relocation, replacement or upgrading of Subscriber proprietary equipment;
 - (d) the upgrading or extension of Subscriber cabling connected to the pre-selected line, including new extensions;
 - (e) a change in the Subscriber's telephone number applicable to the pre-selected line.

2.0 PROVISION OF SERVICES TO THE SUBSCRIBER

- 2.1 When a Subscriber contacts a Providing Carrier for CPS, the Subscriber must be:
 - (a) informed that he/she has the option of choosing a Pre-Selected Operator; and must be advised that a failure to make a choice of Pre-Selected Operator will result in the Providing Carrier providing the pre-selectable service. If the Subscriber enquires about the available choices of Pre-Selected Operators the Subscriber must be directed to the location where such information is available;

- (b) informed whether his/her choice of Pre-Selected Operator is capable of providing the CPS services in the area in which the Subscriber request service. If the Pre-Selected Operator chosen by the Subscriber does not provide the CPS services the Subscriber requests for, then the Providing Carrier must inform the Subscriber of this fact and that the Providing Carrier will provide the pre-selected service if the Subscriber does not make an alternative choice;
- 2.2 The Subscriber may change a Pre-Selected Operator at any time by providing a new change request and a valid SAF. The gaining Operator must notify the Providing Carrier of the Subscriber 's request to change pre-selection to carry-out the necessary connection changes. The Providing Carrier must notify both, the gaining and the losing Operators as well as the Subscriber of the completion date.
- 2.3 If the Subscriber changes service address, he/she must forward the request of change of service address to the Providing Carrier. The Providing Carrier should follow one of the following procedures:
- (a) if the telephone number at the new address remains the same as the old telephone number, then the Providing Carrier must set pre-selection to the same Pre-Selected Operator which provided the Subscriber with CPS services at the old service address;
 - (b) if the Subscriber 's telephone number at the new address changes as the result of the move, then:
 - (i) if the same Pre-Selected Operator is capable of providing CPS at the new address, then the Providing Carrier must set selection to the existing Pre-Selected Operator and inform Pre-Selected Operator of change of telephone number and address of the Subscriber within a maximum period of two Working Days;
 - (ii) if the same Pre-Selected Operator is not capable of providing pre-selection service at the new service address, then the Providing Carrier must set pre-selection to itself as Pre-Selected Operator, and notify the previous Pre-Selected Operator of the change in CPS status. The Providing Carrier must also notify the Subscriber that pre-selection services will be provided by the Providing Carrier due to the incapability of the Pre-Selected Operator chosen by the Subscriber to provide the CPS service for the new service address and that the Subscriber has the choice of submitting a change request for a new and capable Pre-Selected Operator to provide the CPS service.
- 2.4 As per Article 4.10 of the Regulation, "The cancellation of an order in progress shall follow the same route as the original order."

3.0 BILLING & TARIFF PRESENTATION

- 3.1 The frequency of billing to be affected and the available methods of payments are among the matters to be clarified by the Operators to the Subscriber before such Subscriber signs the contract.
- 3.2 The Subscriber should be clarified by the Pre-Selected Operator about the action which will be taken for keeping the bill unpaid.
- 3.3 The Providing Carrier must inform the current Pre-Selected Operator of any changes in the billing address of the Subscriber within a maximum period of two Working Days.
- 3.4 Before the contract is signed by the Subscriber, the existing tariffs and any discount schemes must be explained clearly and accurately by the Carrier Pre-Selected Operator to the Subscriber.
- 3.5 In the event of any changes to tariffs or discount schemes, the Subscriber must be informed in writing about the same, clearly and accurately, at least one month before the intended change is to be effected.

4.0 SUBSCRIBER APPLICATION FORM (“SAF”) RULES

- 4.1 The SAFs of the Subscriber must be retained by the gaining Operator for the period of the contract or until the contract is terminated, whichever is the earlier, then at least 6 months thereafter.
- 4.2 The gaining Operator shall provide a true copy of the SAF within a period of two Working Days in the event that the same has been requested by either a losing Operator or Providing Carrier in pursuance to a complaint being lodged by the Subscriber pertaining the SAF.
- 4.3 Only the losing Operator or Providing Carrier may request for a supply of a SAF and that request must be based on the Subscriber's request in a matter relating to CPS services being supplied to the Subscriber.
- 4.4 The gaining Operator shall provide access to the original SAF if the copy duly supplied does not reasonably satisfy the requesting Subscriber or the Operator.
 - 4.4.1 Operators must maintain statistics with respect to SAFs on the number of requests; the performance of the Operator in relation to the timeframes in which the Operator responds to requests; and the number of unsatisfied requests.

5.0 COMPLAINTS HANDLING AND ENQUIRIES

- 5.1 Subscribers must be made fully aware to whom and when contact can be made in case of a fault and queries. It is the responsibility of the service provider

(Providing Carrier / Pre-Selected Operator) to ensure that the Subscriber has the contact details, which must be printed on the contract and the Subscribers' bills.

- 5.2 The Providing Carrier when it is contacted by a Subscriber regarding a problem with a CPS service provided by another Operator, must tell the Subscriber which Pre-Selected Operator to contact on the matter.
- 5.3 Each Carrier Pre-selection Operator must provide a facility which allows its Subscribers to check their pre-selection status via a no charge telephone call.

6.0 PROMOTION OF CPS

- 6.1 Promotion of CPS must be fair, competitive, and based on mutual respect between Operators. Therefore, an Operator must ensure that it does not mislead the Subscriber about another Operator or one of its services/products, or releases information to demote a competitor or one of its services/products.
- 6.2 An Operator must hold substantiation for objectively ascertainable facts it publishes in connection with the promotion of CPS. Such substantiation must be maintained for the period recommended by the TRA and should be available for production on demand. The TRA has the right to monitor and review this material whenever it finds necessary.
- 6.3 Details of a promotion must be accurate and all related conditions and durations must clearly be stated. Offers that contain comparative information or claims must be true. Operators must maintain records to proof that promotions and offers are true and correct.
- 6.4 Promotion material and offers must be presented carefully, clearly, honestly and advertised in order not to mislead the Subscriber about the Operator, the service/product advertised, or any other Operator or service/product. The Operator must not attempt to mislead the Subscriber directly, implicitly, by omissions, ambiguity, exaggeration, or any other method.
- 6.5 Contracts and forms must be used solely for their primary purposes and should not be a place to promote products or services, or advertise for prizes or contests.
- 6.6 An attempt to win back a Subscriber can only be made once by the losing Operator during the ten Working Days cool off period. The Regulation at Article 5.8 states that this unsolicited contact should be in the form of a telephone call. Further unsolicited contact with the Subscriber can only be made after three months have elapsed following Providing Carrier's notification.

7.0 UNAUTHORIZED PROVISION OF CPS

- 7.1 Operators are required by law not to take on any unauthorized provisioning of CPS in any form at all.

- 7.2 Where an event(s) of illegal provisioning of CPS service is identified by an Operator, the incident(s) shall be reported to the gaining Operator as a result of the illegal provisioning. All Operators who are party to the events(s) complained of shall use their best endeavors possible to resolve the matter. Where the matter is resolved the gaining Operator shall notify the Providing Carrier to restore the Subscriber's service to the status previous to the disputed provisioning.
- 7.3 Any complaints concerning incident(s) of illegal provisioning of CPS that cannot be resolved in accordance with paragraph 7.2, or within ten Working Days of the gaining Operator as a result of the illegal provisioning being notified per paragraph 7.2, the Operator claiming loss as a result of the suspected illegal provisioning of CPS practices shall have the option of requesting the TRA to recommend a single arbitrator to arbitrate upon the complaint. The decision of such an arbitrator shall be final and binding in its entirety upon the parties.

8.0 USE OF SUBSCRIBER INFORMATION

- 8.1 The utilization of Subscriber information by any Operator must be constrained in order to secure Subscriber privacy, based on the enforcement of current and future laws and legislations issued by the government of the Kingdom of Bahrain.
- 8.2 All steps to insure the safeguard of the Subscriber's information privacy and confidentiality such as names, addresses, telephone numbers, calling patterns and telephone bills must be enforced by the Operator. The utilization or disclosure of such information must be limited to the extent that this is required for providing the telecoms service or used in the provision of telecom services (e.g. directories), and not used for other purposes.
- 8.3 Operators must release available Subscriber information to the extent permitted by law, when a written request is submitted by the concerned Subscriber within five Working Days of receiving the request. The concerned Subscriber will have the right to forward the released information to another Operator or other third party.
- 8.4 A Losing Operator may release part or all of the concerned Subscriber's information to the Gaining Operator or Providing Carrier, which is always subject to any related provisions relating to the protection of personal data.

APPENDIX 1

SUBSCRIBER APPLICATION FORM (SAF)

1. The form should be on one sheet.
2. The form should be available in bilingual both Arabic and English languages and it is at the Subscriber discretion to choose the language.
3. The front of the form should include the following:
 - (a) Subscriber details and should include, but not limited to, the following: title (if applicable), full name or business name, ID number (CPR) or Commercial Registration (CR), address of the location where the service is to be provided, and correspondence address for billing;
 - (b) Details of services provided by Pre-Selected Operator;
 - (c) Telephone number;
 - (d) Subscriber's authorization and date of authorization;
 - (e) Details of authorized representative in case the authorization is provided by an authorized representative, and the Subscriber acknowledgement to that.
 - (f) The Subscriber's acknowledgement that he/she has been advised by the gaining Operator incase the Subscriber has an existing valid agreement with another Pre-Selected Operator, their may be consequences under the existing agreement against the Subscriber changing his/her pre-selection choice.
4. The form should include copy of the Subscriber's identification card (CPR) and any attachments supplied by the Subscriber.
5. The back of the form should include the bilateral agreement including terms and conditions clear, understandable, readable, and the font size should not be less than ten points.
6. Subscriber data confidentiality is very important, and the Subscriber information on the form should not be used by Pre-Selected Operator for reasons other than in connection with CPS.

APPENDIX 2

INTER-OPERATOR TIMING PROCESS SUMMARY

Notification	Maximum Period
Completion of new service connection	10 Working Days
Completion of service cancellation	5 Working Days
Completion of change of address	2 Working Days
Completion of change of service provision	2 Working Days
Supply of copy of CAF by FO	2 Working Days
Completion of provision of service (90% target)	5 Working Days
Completion of provision of service (99% target)	10 Working Days
Escalation of outstanding provision of service requests	3 Working Days
CPS response to 3 days escalations	3 Working Days
CPS response to subsequent escalations	2 Working Days
Escalation of rejected request	To be determined by TRA
Lodgment of reversal request by gaining CPS	10 Working Day from date of request from losing CPS
Correction of provision of service error by CPS to losing FO	10 Working Days from date of reversal request
Request for reversal	5 Working Days

APPENDIX 3

FLOW CHART – CARRIER PRE-SELECTION

Process Description	Subscriber Contacts	Change Managed by	Change Implemented by	Advice to	Pre-selection Status
New Service (Pre-Selected Operator requested by Subscriber)	Providing Carrier/Gaining Operator	Providing Carrier	Providing Carrier	Pre-Selected Operator	Pre-Selected Operator
New Service (CPS service not available)	Providing Carrier	Providing Carrier	Providing Carrier	Nil	Default to Providing Carrier
Change of Pre-Selection	Providing Carrier/Gaining Operator	Gaining Operator	Providing Carrier	Gaining Operator & Losing Operator	As requested
Change of Service address (same telephone number)	Providing Carrier	Providing Carrier	Providing Carrier	Pre-Selected Operator	Maintain old choice
Change of Service address (new telephone number)	Providing Carrier	Providing Carrier	Providing Carrier	Pre-Selected Operator	Maintain old choice if possible, if not change CPS
Cancel service	Providing Carrier or Gaining Operator	Pre-Selected Operator	Providing Carrier	Providing Carrier	N/A