

## ANNEX 1: Summary of responses to the First Consultation

<b>ARTICLE 1: SUBJECT MATTER AND SCOPE</b>			
The Authority explained that its policy objective was to increase price transparency and to improve the provision of information on charges and tariffs to users of international roaming services.			
QUESTION 1: Do you agree with the policy objectives of choice and transparency identified by the Authority and that the measures proposed by the Authority in the Regulation would be effective for meeting those objectives? Please explain and substantiate your responses with data where possible.			
SUMMARY OF COMMENTS RECEIVED		AUTHORITY'S RESPONSE	
BATELCO		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
Batelco acknowledges the benefits of choice and transparency for consumers while roaming. Batelco claims that it had already implemented a number of safeguards over and above existing regulatory requirements.	-	The Authority notes Batelco's proactive stance in this matter and acknowledges Batelco's agreement to the policy objective.	-
VIVA		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
a. VIVA agrees with the proposed policy objectives of choice and transparency but it disagrees that SMS alerts should be optional but should be mandatory in order to ensure that consumers do not experience inadvertent roaming.	-	a. The Authority welcomes VIVA's agreement with the policy objectives.  b. In relation to VIVA's comments specific to the proposed measures, the Authority will address the comments in the relevant section of the Regulation.	-

<p>b. VIVA does, however, consider that some of the proposed measures, although effective are either not implementable or too stringent to be implemented.</p>			
<b>ZAIN</b>		<b>AUTHORITY</b>	
<b>Response in 2015</b>	<b>Response in 2018</b>	<b>Response in 2015</b>	<b>Response in 2018</b>
<p>a. Zain states that in principle, it agrees with the policy objectives set out in Article 1 which it describes as being “very essential in a highly complex roaming environment”. Zain claims to have already implemented a number of initiatives with the aim of enhancing the customer experience in terms of transparency, control and to ultimately minimize bill shock cases.</p> <p>b. Zain further calls upon the Authority to engage in consumer awareness campaigns.</p>	-	<p>a. The Authority appreciates Zain’s confirmation of the policy objectives and acknowledges its claim to have implemented a number of initiatives with the aim of enhancing the customer experience in terms of transparency, control and ultimately minimizing bill shocks.</p> <p>b. The Authority further notes Zain’s call for the Authority to conduct more awareness campaigns and accepts that it too has a role to play in ensuring consumer welfare.</p>	-
<b>ARTICLE 1 - AUTHORITY’S CONCLUSION</b>			
<i>Having considered the views of the Respondents, the Authority believes that no changes to Article 1 of the Regulation are warranted.</i>			
<b>ARTICLE 2: DEFINITIONS</b>			

Article 2 sets out a list of defined terms to assist in the better reading of the Regulation.			
QUESTION 2: Do you agree with the proposed definitions? Which definitions would you revise? Are additional defined terms necessary?			
SUMMARY OF COMMENTS RECEIVED		AUTHORITY'S RESPONSE	
BATELCO		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
Batelco does not disagree with the proposed definitions.	-	-	-
VIVA		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
VIVA agrees with the proposed definitions in Article 2.	-	-	-
ZAIN		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
<p>a. Zain states that the term "SMS alert" and "automatic SMS alert" have similar meanings and that therefore "SMS alert" definition could be removed.</p> <p>b. Zain proposes that the word "terrestrial" should be dropped from the definition of the term "visited network" on the basis that a telecom service is not necessarily provided by a terrestrial provider.</p> <p>c. Zain argues that the definition of "data roaming</p>	Zain reiterates the comments from its 2015 submission.	<p>a. The Authority agrees with Zain that the term "SMS alert" as a defined term is redundant and therefore will be removed from the final text.</p> <p>b. The Authority disagrees with Zain's reasoning. The obligations set out in the Regulation are applicable exclusively upon a consumer connects to a mobile network in a foreign country.</p> <p>c. The defined term does not incorporate a roaming call or SMS. The definition</p>	This has been addressed in the Authority's 2015 response.

<p>service” should be consistent with the definition of “basic data service” definition in the Individual Mobile Telecommunications Licence and as such should exclude two-way real time speech.</p>		<p>however, must cover all data downloads irrespective of the scope of use of that data download, which would therefore cover also voice applications.</p>	
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**ARTICLE 2 – AUTHORITY’S CONCLUSION**

*Having considered the views of the Respondents, Article 1 of the New Roaming Regulation shall dispense with “SMS Alert” as a defined term. No other changes to Article 2 are deemed necessary.*

**ARTICLE 3: TRANSPARENCY OF RETAIL CHARGES AND TARIFFS FOR ROAMING CALLS AND SMS MESSAGES**

Article 3 introduces additional transparency obligations so that the automatic SMS alert be sent when the roaming subscriber connects to a different network when roaming in that same visited country. In addition, mobile network operators are obliged to make information available to their subscribers on how to avoid inadvertent international roaming. Moreover the section extends the scope of the automatic SMS Alert to incorporate data roaming.

**QUESTION 4: Do you agree that the requirements in Article 3 are beneficial to end-customers and therefore maintained in place? If not, please give reasons.**

SUMMARY OF COMMENTS RECEIVED		AUTHORITY’S RESPONSE	
BATELCO		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
<p>a. Batelco states that it already provides its customers with detailed roaming tariff information when they connect to a telecommunications network in a new country. Batelco disagrees that customers should be given the right to ask for roaming tariff SMS each time that a</p>	<p>Batelco objects to the free-of-charge number referred to in Article 3.6 and argues that this should be available (which it currently does) at a charge.</p>	<p>a. The Authority has reviewed Batelco’s response and has deleted the opt-in option (mandatory/automatic) and the notification is to be sent only when a data roaming session starts.</p> <p>b. Addressed above.</p>	<p>The Authority rejects Batelco’s argument.</p>

<p>customer connects to a different network.</p> <p>b. Batelco estimates that the additional investment required to support that feature would amount to BHD 20,000.</p> <p>c. In addition, Batelco claims that the receipt of many SMSs would be a source of irritation to consumers.</p> <p>d. Batelco objects to the free-of-charge number referred to in Article 3.4 because, in its view, Batelco already provides “more than adequate tariff information by way of SMS”.</p>		<p>c. The Authority refers Batelco to the General Public’s response below.</p> <p>d. The Authority rejects Batelco’s argument.</p>	
VIVA		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
<p>a. Viva describes the requirements proposed in Article 3 as “very stringent”.</p> <p>b. VIVA believes that all roaming customers should by default receive the automatic SMS alert to ensure that all roaming customers are fully aware of the applicable tariffs.</p>	<p>No issues with the SMS alert requirements. VIVA asks the Authority to clarify the first point (to include local rates as well as roaming rates).</p>	<p>a. The Authority disagrees with VIVA in this respect. The Authority believes that increasing tariff transparency and consumer protection measures are, in the Authority’s view, of paramount importance. The Authority considers the proposed obligations in Article 3 as necessary</p>	<p>This has been addressed in the Authority’s 2015 response.</p>

<p>c. VIVA disagrees that customers should be given the right to opt-out from receiving automatic SMS alerts in order to reduce the risk of inadvertent roaming. Moreover, implementation of the opt-in/out feature would, according to VIVA, “require major system development and integration” and “significant investments” in view of the fact that VIVA’s current system does not support this functionality. VIVA argues that the significant financial burden is not economically justifiable when compared to the additional benefits to consumers.</p> <p>d. Mobile operators should be required to send automatic SMS alerts by default to all roaming customers.</p> <p>e. For reasons of cost, VIVA disagrees with the requirement to provide a toll-free number to roaming customers for more detailed pricing information for voice or SMS that have been incorporated in</p>		<p>regulatory action geared towards relieving customer concerns over “bill shocks” and to safeguard consumers who might not necessarily be familiar with the specific characteristics of international roaming services. The Authority also sees that such requirements would arguably be beneficial to mobile network service providers since this should lead to increasing consumer confidence, especially in international data roaming services, which would in turn lead to an increase in the consumption of international mobile roaming services resulting in higher revenues.</p> <p>b. The Authority agrees with VIVA.</p> <p>c. The Authority disagrees with VIVA.</p> <p>d. The Authority agrees with VIVA.</p> <p>e. The Authority rejects VIVA’s argument.</p>	
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<p>Articles 3.3 and 3.4 and with the requirement set out in Article 3.6 covering blind or partially sighted roaming customers.</p> <p>f. VIVA also comment negatively on the fact that the term “more detailed personalized pricing information” is not defined in the Regulation.</p> <p>g. VIVA proposes that roaming customers should have the right to request that the automatic SMS alert be resent to them and should they require more detailed pricing information, then that should be charged at the applicable rates for calls or SMSs.</p> <p>h. While access to emergency services is usually provided free-of-charge, VIVA argues that there are instances where the practices adopted by the roaming partner and/or the visited network lead to those calls being charged. In such circumstance, the mobile operator would pass</p>		<p>f. The Authority disagrees with VIVA that a definition is required and will leave it to the industry to determine what additional information may be provided.</p> <p>g. The Authority does not see any real value in this proposal. Ultimately, the automatic SMS alert is by default stored by the mobile device of the roaming customer and as such resending the same text message would not be sufficient to replace the proposed consumer protection initiatives.</p> <p>h. The Authority does not accept this and therefore rejects VIVA’s argument.</p> <p>i. The Authority accepts VIVA’s argument and will amend 3.3(a) accordingly.</p>	
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<p>on those charges to its roaming customer.</p> <p>i. VIVA argues that in view of the fact that there are multiple tariffs for calls to other countries, it is unrealistic to include all such tariffs in the automatic SMS alert. VIVA proposes that the sub-article 3.3(a) be amended to be applicable limitedly to making a “local” roaming call in the visited country.</p>			
ZAIN		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
<p>a. Zain agrees in principle that the requirements in Article 3 are beneficial to end-customers. Zain however, argues that not all the required features are supported by Zain’s current systems.</p> <p>b. Zain states that there could be instances where there is a delay in sending out the automatic SMS alert and which delay is not attributable to the home network operator.</p>	<p>No issues with the SMS alert requirements. Zain asks the Authority to clarify the first point (to include local rates as well as roaming rates).</p> <p>In relation to Article 3.6 – Zain currently offers this service but at a cost.</p>	<p>a. The Authority does not accept Zain’s argument as it believes that this is the cost of doing business.</p> <p>b. The Authority notes that the language used in Article 3.2 is qualified so that the automatic SMS alert has to be sent, “without undue delay”. It follows that where the delay is beyond the reasonable control of the mobile service provider, then it is unlikely that the Authority would consider such a failure as a failure attributable to the Licensee.</p>	<p>See the Authority’s response to the same above.</p> <p>The Authority rejects this.</p>

<p>c. Zain further contends that there are some networks which charge for automatic SMS alerts and therefore the additional requirements contemplated by the Regulation would imply additional costs on the licensees.</p> <p>d. In addition, Zain argues that the increased number of SMSs generated through the introduction of this measure could be considered by consumers as annoying and spamming. Zain proposes that the automatic SMS alert be limited to those instances where the rates payable by roaming on the new network represent an increase of 30% on the previously visited network.</p> <p>e. For reasons of size, Zain proposes to use the shortened URL format rather than the full website link for the</p>		<p>c. The Authority does not accept this as it believes this is the cost of doing business.</p> <p>d. The Authority refers Zain to the General Public's response below.</p> <p>e. The Authority, acknowledging that the requirement in 3.3(f) is for the licensee to provide details of its website, is not adverse to licensees using the shortened URL format.</p> <p>f. The Authority disagrees; this has to be a free-of-charge option.</p>	
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<p>purposes of Article 3.3(f) of the Regulation.</p> <p>f. Zain believes that the additional requirement obligation set out in Article 3.4 could be entertained if requested via SMS or USSD but, if requested via SMS, a charge would be levied on consumers.</p>			
<b>GENERAL PUBLIC</b>		<b>AUTHORITY</b>	
<p>93% of consumers prefer to be notified by automatic SMS alert whenever a connection to a different network takes place.</p> <p>Consumers however did express a preference to receive the lowest number of automatic SMS alerts possible with three messages being an acceptable number of messages received while roaming.</p>		-	
QUESTION 5: Do you consider that the obligations covered by Article 3 constitute an undue burden on mobile telecommunications service providers?			
<b>SUMMARY OF COMMENT RECEIVED</b>		<b>AUTHORITY'S RESPONSE</b>	
<b>BATELCO</b>		<b>AUTHORITY</b>	
<b>Response in 2015</b>	<b>Response in 2018</b>	<b>Response in 2015</b>	<b>Response in 2018</b>
<p>Batelco argues that the obligations covered by Article 3 are burdensome and that licensees will face "significant financial losses" if other measures being proposed, such as the default BHD 50 financial limit, are also implemented.</p>	-	<p>The Authority refers Batelco to its response to VIVA above.</p>	-
<b>VIVA</b>		<b>AUTHORITY</b>	

Response in 2015	Response in 2018	Response in 2015	Response in 2018
Viva reiterates that the obligations in Article 3 do constitute an undue burden in the form of technical and commercial challenges.	-	See comment above.	-
<b>ZAIN</b>		<b>AUTHORITY</b>	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
<p>Zain acknowledges that an effort to enhance customer experience needs to be made however, it also states that the feasibility of the proposed system changes needs to be assessed.</p> <p>Zain declares that it has implemented a number of measures to counter against bill shocks.</p>	-	<p>The Authority agrees with Zain. As such a balance needs to be struck between ensuring that the obligations are proportionate and not unduly burdensome whilst at the same time ensuring that consumer protection is safeguarded.</p> <p>The Authority notes Zain's pro-consumer initiatives in this regard.</p>	-
<b>ARTICLE 3 – AUTHORITY'S CONCLUSION</b>			
<i>Having considered the views of the Respondents, Articles 3.2 and 3.3(a) of the New Roaming Regulation have been amended.</i>			
<b>ARTICLE 4: TRANSPARENCY AND SAFEGUARD MECHANISMS FOR RETAIL DATA ROAMING SERVICES</b>			
Article 4 introduces transparency obligations vis-à-vis data roaming so that mobile network operators are bound by certain notification requirements. In addition, a financial limit for data roaming is mooted, so that once that limit is reached, data roaming is switched off unless requested otherwise by the roaming customer.			
<b>QUESTION 6: Do you agree with the obligations proposed under Article 4? If not, please explain why and suggest changes.</b>			
<b>SUMMARY OF COMMENT RECEIVED</b>		<b>AUTHORITY'S RESPONSE</b>	
<b>BATELCO</b>		<b>AUTHORITY</b>	
Response in 2015	Response in 2018	Response in 2015	Response in 2018

<p>a. Batelco does not support the measure in Article 4.4 to grant roaming customers the right to ask for a facility which permits the monitoring of usage and expenditure of international data roaming while roaming for reasons attributable to cost in terms of initial set-up, maintenance and other associated charges. Nevertheless, Batelco proposes that if the proposal is commercially viable, it would support a subscription based approach.</p> <p>b. In relation to the financial limit in Article 4.5, Batelco makes a number of comments:</p> <p>i. Significant development and substantial capital and operational expenditure would be required (\$20,000-\$30,000 per</p>	<p>Batelco has stated that they will need some additional time (estimated Q4 of 2018) to make enhancements to their billing systems to implement the requirements set out in Article 4.</p>	<p>a. The Authority notes Batelco's comment.</p> <p>b. The Authority comments on the following:</p> <p>i. The Authority believes that this is justified as it is the cost of doing business;</p> <p>ii. The Authority accepts Batelco's reasoning and Articles 4.5 <i>et seq</i> shall be limited to postpaid customers. Furthermore, this will not apply to pre-paid, business and M2M customers;</p> <p>iii. The Authority disagrees; and</p> <p>iv. Agreed; see above.</p> <p>c. The Authority disagrees; the cut-off will happen automatically and may be reactivated via a free SMS.</p> <p>d. The Authority agrees with Batelco and has amended accordingly.</p>	<p>The Authority accepts Batelco's request for additional time and has amended Article 7 accordingly.</p>
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<p>annum and \$800,000 respectively);</p> <p>ii. The financial limit should only be applicable to post-paid customers;</p> <p>iii. The proposed remedies are disproportionate given the limited number of roaming customers who exceed the BHD 50 limit;</p> <p>iv. The automatic cut-off should not apply to business customers because they would perceive the cut-off as a nuisance – business customers could opt-in to have the data roaming service cut off.</p> <p>c. Batelco proposes the cut-off introduced in Article 4.6 should be</p>			
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<p>requested by the roaming customer via a free return SMS upon notification that the credit limit has been reached.</p> <p>d. Batelco suggests that Article 4.7 should be deleted.</p>			
<p>VIVA</p>		<p>AUTHORITY</p>	
<p>Response in 2015</p>	<p>Response in 2018</p>	<p>Response in 2015</p>	<p>Response in 2018</p>
<p>a. Viva disagrees with the obligations proposed in Articles 4.4 for a number of reasons related to the current billing processes related to international roaming billing arrangements with roaming partners. In addition, VIVA declares that its current billing systems do not support real time billing and the introduction of such a facility requires significant cost and time.</p> <p>b. In respect of Article 4.5, for the reasons set out above, VIVA disagrees with the BHD 50 limit. Moreover VIVA notes</p>	<p>VIVA disagrees with the opt-out option.</p>	<p>a. The Authority notes VIVA's comment and will take this into consideration.</p> <p>b. The Authority considers the BHD 50 limit proportionate and fair on licensees while at the same protecting consumers. This seeks to address the myriad of complaints received by the Authority regarding bill shocks which, with no exception, all concern data roaming services (as opposed to roaming calls and roaming SMS).</p> <p>c. The Authority notes VIVA's comment.</p>	<p>The Authority disagrees.</p>

<p>that the financial limit imposed under the EU Roaming Regulation in respect of EU member states does not extend to countries outside the EU.</p> <p>c. VIVA cites technical limitations as its reason for opposing the introduction of automatic SMS alerts based on credit limit in Article 4.6. VIVA proposes that a data usage limit be provided as an option subject to the availability of such service being supported by roaming partners either in the form of financial credit limit or data volume (with corresponding financial limit). VIVA declares that it is currently offering both unlimited and capped data usage by way of data roaming add-ons in selected destinations based on its arrangements with other GCC network operators.</p>			
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ZAIN		AUTHORITY	
Response in 2015	Response in 2018	Response in 2015	Response in 2018
<p>a. Zain agrees that the approach proposed in the Regulation is sensible however, in practical terms there are limitations due to dependencies on third parties which would render the implementation of these proposals impossible.</p> <p>b. Zain considers that the requirement in Article 4.5 for the financial limit – other than the default financial limit – to be recorded in writing is unnecessary due to the fact that changing the financial limit is applicable to all subscribers via the call centre, self-service applications and website and the transaction logs of all these channels are recorded.</p> <p>c. Zain argues that a separate data roaming</p>	-	<p>a. The Authority understands that Zain’s comments in relation to the implementation being impossible are limited to Articles 4.5 to 4.7 of the Regulation and which are treated below.</p> <p>b. The Authority will accept to delete “in writing” however, it will be incumbent upon the licensee to prove that the subscriber requested the change in credit limit – whether via voice recording, transaction logs or otherwise.</p> <p>c. The Authority does not accept that this cannot be technically implemented as is evidenced by its implementation in other jurisdictions.</p> <p>d. The Authority agrees with Zain and has amended accordingly.</p>	-

<p>financial limit required under Article 4.6 cannot be technically implemented. The threshold notification however, is already in place with a default financial limit.</p> <p>d. Zain contends that Article 4.7 should be omitted.</p>			
<b>GENERAL PUBLIC</b>		<b>AUTHORITY</b>	
91% of consumers favour the introduction of a data roaming cap. The vast majority prefers that the cap be set at BD 25.		The Authority considers the BHD 50 limit as more proportionate and fairer on licensees while at the same protecting consumers.	
<b>QUESTION 7: Taking into account the interests of mobile users and operators, do you consider that the obligations covered by Article 4 constitute an undue burden on mobile telecommunications service providers?</b>			
<b>SUMMARY OF COMMENT RECEIVED</b>		<b>AUTHORITY'S RESPONSE</b>	
<b>BATELCO</b>		<b>AUTHORITY</b>	
<b>Response in 2015</b>	<b>Response in 2018</b>	<b>Response in 2015</b>	<b>Response in 2018</b>
<p>a. Batelco considers that the obligations imposed in Article 4 are disproportionately onerous having regard to the "insignificant" number of mobile roamers affected by bill shocks. Batelco proposes that it would be fairer if the operators were required to notify consumers of particular</p>	-	<p>The Authority acknowledges that the bill shock issues are thankfully not being faced by the vast majority of customers. It is evident to the Authority that complaints on roaming are on the increase, the disputed amounts are also increasing and that ultimately this measure is aimed at safeguarding all consumers and not just the majority.</p>	-

usage or financial thresholds being met.			
b. Roaming customers could, upon receipt of such notification, then ask for their data roaming services to be suspended.			
<b>VIVA</b>		<b>AUTHORITY</b>	
<b>Response in 2015</b>	<b>Response in 2018</b>	<b>Response in 2015</b>	<b>Response in 2018</b>
Viva considers that the obligations covered by Article 4 do constitute an undue burden.	-	The Authority notes VIVA's comment. The Authority refers VIVA to its response to the same above.	-
<b>ZAIN</b>		<b>AUTHORITY</b>	
<b>Response in 2015</b>	<b>Response in 2018</b>	<b>Response in 2015</b>	<b>Response in 2018</b>
Zain states that in principle, it agrees that an effort to enhance customer enhance needs to be done however, the roaming customer should not be exempted from due amounts if, for technical reasons, the automatic SMS alert is not delivered.	-	The Authority notes Zain's comments. It expects that licensees abide by the requirements set out in all applicable Legal Instruments – and the final version of the Roaming Regulation which will take into account the feedback received from all stakeholders pursuant to the consultation process.	-
<b>QUESTION 8: Would the identified transparency obligations be enough to tackle the problem of high charges? What sort of transparency mechanism can work effectively to stop the "bill shock"?</b>			
<b>SUMMARY OF COMMENT RECEIVED</b>		<b>AUTHORITY'S RESPONSE</b>	
<b>BATELCO</b>		<b>AUTHORITY</b>	
a. Batelco considers that its existing measures including the detailed roaming tariff SMS and	-	a. The Authority acknowledges Batelco's pro-active approach in this regard however it feels that more customer protection	-

<p>its recent introduction of data usage threshold-based notifications and blocking facility limit the chances of bill shock.</p> <p>b. Batelco argues that the reduction in roaming prices have reduced the scope of investment in transparency measures.</p> <p>c. Finally Batelco cautions against the elimination of roaming charges for consumers who roam in other GCC countries.</p>		<p>is called for to safeguard against bill shocks.</p> <p>b. The Authority seeks to balance its consumer protection duties with the need to ensure that the introduction of regulatory measures are, as much as possible, proportionate.</p> <p>c. The reductions to roaming rates have been adopted at a GCC level as part of international treaties. The Authority is not aware of any plans to eliminate roaming charges at the GCC level.</p>	
<p><b>VIVA</b></p>		<p><b>AUTHORITY</b></p>	
<p>a. VIVA believes that the bill shock prevention measures that have been implemented by VIVA are sufficient to provide a safety net to consumers. VIVA points to the fact that it has experienced a reduction in the number of complaints related to roaming charges (0.015% in January 2014 to 0.005% in May 2015). In addition the fact that 98% of its</p>	<p>-</p>	<p>a. The Authority acknowledges that the bill shock issues are thankfully not being faced by the vast majority of customers. While the Authority is not in a position to verify the numbers submitted by VIVA, it is evident to the Authority that complaints on roaming are on the increase, the disputed amounts are also increasing and that ultimately this measure is aimed at safeguarding all consumers not just the majority.</p>	<p>-</p>

<p>roaming customers spend less than BD 25 goes to show that its customers are capable of managing roaming usage.</p> <p>b. VIVA argues that the fact that its customers have an option to opt-out from roaming by simply notifying VIVA and the fact that consumers are informed of the roaming rates, implies that there are enough safeguards in place to address inadvertent roaming.</p>		<p>b. The Authority disagrees with this reasoning. Clearly bill shocks remain an issue and it is significant that complaints on bill shocks reaching the Authority have increased over the past months.</p>	
<p><b>ZAIN</b></p>		<p><b>AUTHORITY</b></p>	
<p>Zain states that the automatic SMS alerts introduced by virtue of the existing Roaming Regulation in 2008 was sufficient. Zain argues that the customer remains responsible for the use of the handset. Zain argues that raising consumer awareness and pushing handset manufacturers to introduce effective control measures are key to stop bill shocks.</p>	<p>-</p>	<p>The Authority disagrees that the requirements in the 2008 Roaming Regulation are, in themselves, sufficient. As already mentioned by the Authority, the fact that roaming complaints to the Authority have increased is indicative that Zain's reasoning does not add up. The Authority also sees it unrealistic to rule out intervention by simply relying on the handset manufacturers introducing effective control. In addition the response to this question seems at odd with the responses submitted by Zain to other questions wherein</p>	<p>-</p>

		it accepts that agrees with the policy objectives of transparency and choice and that the requirements are beneficial to the end-customers.	
QUESTION 9: What do you envisage to be the financial impact (revenues, costs, profits, volumes etc.) on mobile telecommunications service providers for the application of the Regulation?			
SUMMARY OF COMMENT RECEIVED		AUTHORITY'S RESPONSE	
BATELCO		AUTHORITY	
Batelco estimates that the introduction of the BHD 50 limit would see a "significant decline in traffic volumes". It expects that the financial impact would be up to BHD 3.1m for the year following its implementation.	-	The Authority rejects Batelco's argument. The Authority argues that ultimately the roaming subscriber is given the option to continue the data roaming experience and that other licensees also argued that the obligations only affected a minimal percentage of people, therefore the Authority does not understand how this implies a financial impact of BHD 3.1m.	-
VIVA		AUTHORITY	
Viva disagrees with the transparency measures being proposed due to (i) technical limitations or roaming partners; (ii) significant additional capital expenditure required to upgrade VIVA's billing platforms and (iii) the available features in handsets which can address consumer needs.	-	The Authority notes VIVA's response and have been addressed earlier in the document. In relation to the features available on handsets, the Authority considers that this is not sufficient to address the growing number of bill shock complaints that it has received.	-
ZAIN		AUTHORITY	

Zain states that it does not have sufficient data to opine on the possible financial impact.	-	Zain's comments are noted.	-
<b>ARTICLE 4 – AUTHORITY'S CONCLUSION</b>			
<i>Having considered the views of the Respondents, Articles 4.5, 4.6 and 4.7 of the New Roaming Regulation have been amended.</i>			
<b>ARTICLE 5: REMAINING CLAUSES</b>			
The remaining clauses dealt with issues of implementation date, tariff representation and enforcement measures.			
<b>QUESTION 10: Do you disagree with the provisions of Articles 5, 6 and 7? Please provide your reasons if you disagree.</b>			
<b>SUMMARY OF COMMENT RECEIVED</b>		<b>AUTHORITY'S RESPONSE</b>	
<b>BATELCO</b>		<b>AUTHORITY</b>	
a. Batelco believes that Article 6.1 is unreasonable because minor or trivial breaches should not amount to a severe licence breach.	-	a. The Authority disagrees with Batelco. It does however, accept that breaches should be treated differently in terms of imposition of fines and this is recognized in the Fining Guidelines.	-
b. It further states that the implementation of the technical solutions required to satisfy the obligations of the Regulation could extend beyond the 1 <sup>st</sup> April 2016.	-	b. The Authority notes Batelco's comment.	-
<b>VIVA</b>		<b>AUTHORITY</b>	
Viva agrees with the provisions of Articles 5, 6 and 7.		-	
<b>ZAIN</b>		<b>AUTHORITY</b>	
a. Zain disagrees that not all breaches of the Roaming Regulation should be treated as a	-	a. The Authority disagrees with Zain on both these points. The issue of severity is already addressed above but insofar as	-

<p>severe breach. It disagrees with the publicity measure introduced by Article 6.3 on the basis that, according to Zain, this would discourage subscribers from roaming.</p> <p>b. Implementation of some of the technical requirements is likely to extend beyond 1<sup>st</sup> April and that the 1<sup>st</sup> July 2016 is more realistic.</p>		<p>the claim that publicity will dissuade roaming usage, the authority does not share Zain's view.</p> <p>b. As per the Authority's response to Batelco's comment above.</p>	
<b>REMAINING ARTICLES – AUTHORITY'S CONCLUSION</b>			
<i>Having considered the views of the Respondents, Article 7 of the New Roaming Regulation has been amended.</i>			