

## Chapter 1- Definitions and Purpose

### Article 1 Definitions

#### 1 Definitions

For the purpose of this Regulation, unless the context otherwise requires, the following terms and expression shall have the meaning set fourth opposite each one of them:

**“60 Day Period”** the 60 calendar day period referred to in Art. 56(a) of the Law.

**“Art.”** means Article.

**“Authority”** the Telecommunications Regulatory Authority.

**“BD”** means Bahraini Dinars.

**“Code of Practice”** the Code of Practice for the Handling of Consumer Complaints Determination adopted by the Authority by virtue of its Determination Paper dated 1 June 2015.

**“Complaint”** any oral or written expression of dissatisfaction, whether justified or not, from, or on behalf of, a person about the provision of, or failure to provide, a telecommunications service(s) or to the complaint-handling process itself, and requires action or redress for its resolution. .

**“CRM”** Customer Relationship Management system.

**“Decision”** the reasoned and binding decision issued by the Authority pursuant to Article 12 below formally resolving a Dispute.

**“Dispute”** any Request for Dispute Resolution that has been accepted by the Authority pursuant to Article 6 below for formal resolution in accordance with Art. 56 of the Law, whether considered on a stand-alone basis or combined pursuant to Article 9 below.

**“Enterprise”** any enterprise employing more than 250 employee.

**“Exhausted”** where, within the 60 Day Period, the Licensed Operator:

- i. provides a Subscriber with a Notification of Resolution, where such Notification of Resolution is not to the satisfaction of the Subscriber; or
- ii. declines in writing to investigate or seek to resolve a Complaint.

**“Fining Guidelines”** the Guidelines for the setting of the amount of a fine for violations of Articles 35 and/or 65 of the Telecommunications Law of the Kingdom of Bahrain, dated 16 March 2014, Ref: LAD 0314 038.

**“Kingdom”** the Kingdom of Bahrain.

**“Law”** Legislative Decree no. 48 of 2002 promulgating the Telecommunications Law.

**“Licence”** has the meaning ascribed to it under Art. 1 of the Law.

**“Licensed Operator”** has the meaning ascribed to it under Art. 1 of the Law.

**“Notification of Resolution”** the Licensed Operator’s final proposal(s) for resolution of a Complaint, or rejection of a Complaint, which may be accomplished through an SMS confirmation or any other means approved by the Authority.

**“Party/ies to the Complaint”** depending on the context, either or both party/ies to a Complaint that:

- (a) has been Exhausted; or
- is contemplated under Article 3(c)(i) below.

**“Party/ies to the Dispute”** depending on the context, either or both party/ies involved in a dispute over the issue(s) in contention set out in the Request for Dispute Resolution that has been accepted by the Authority as a Dispute pursuant to Article 6 below.

**“Person”** any of the following parties that has concluded a contract with a Licensed Operator for the provision of a Telecommunications service:

- (a) a natural person;
- (b) an SME; and
- (c) an Enterprise, provided that the contract with the Licensed Operator does not stipulate that disputes should be resolved by legal process or binding arbitration and it has not been individually negotiate.

**“Request for Dispute Resolution”** the submission made by the Subscriber pursuant to Articles 3 and 4 below requesting the Authority to accept for dispute resolution a Complaint that:

- (a) has been Exhausted; or
- is contemplated under Article 3(c)(ii) below.

**“Response”** the formal written response provided by the Licensed Operator to the Authority in accordance with Article 8(a)..

**“SME”** any enterprise employing up to 250 employees.

**“SMS”** means short message service.

**“Subscriber”** any Person, or any party that has privity of contract with such Person, and to whom that Person has provided a signed letter of authorisation to submit a Request for Dispute Resolution.

**“Telecommunications”** has the meaning ascribed to it under Art. 1 of the Law.

**“Working Day”** a day that does not fall on a Friday or Saturday or a public holiday as declared by the Government of Bahrain.

## **Article 2 Purpose**

The purpose of this Regulation is to:

- a. Establish the principles and procedures for the submission, handling and resolution of a Dispute arising between a Subscriber and a Licensed Operator.
- b. Improve the Complaint handling process by establishing basic high-level criteria for the handling of Complaints by Licensed in accordance with the Code of Practise.

**Chapter 2**  
**SUBMISSION PROCEDURE OF A REQUEST FOR DISPUTE RESOLUTION**

**Article 3**  
**Submission of a Request for Dispute Resolution**

Submission of a request for dispute resolution shall be in accordance with the following procedures:

- a. Licensed Operators shall comply with the Code of Practice, including those provisions relating to the timely treatment of Complaints and Complaint escalation.
- b. The procedures set forth herein are intended to apply in the ordinary course to the resolution of Disputes raised by Subscribers who are natural persons, rather than by Subscribers that are SMEs or Enterprises or by Licensed Operators; and may be adapted by the Authority as it deems appropriate for Disputes that are raised by SMEs, Enterprises or Licensed Operators.
- c. A Request for Dispute Resolution may be submitted to the Authority:
  - 1- in the case that a Complaint has been Exhausted within the statutory 60 Day Period stipulated in the Law; or
  - 2- following the expiration of the 60 Day Period if:
    - i- even though the Licensed Operator did not decline in writing to investigate or seek to resolve a Complaint within the 60 Day Period, it failed to provide the Subscriber with a Notification of Resolution; or
    - ii- the Licensed Operator has provided the Subscriber with a Notification of Resolution, where such Notification of Resolution is not to the satisfaction of the Subscriber.
- d. The Authority will not accept Requests for Dispute Resolution that is not submitted to the Authority within 12 months from the date on which the Complaint in question was first submitted to the Licensed Operator.
- e. A Request for Dispute Resolution may be submitted to the Authority by any of the following means:
  - 1- via the Authority's on-line CRM interface;
  - 2- by hard copy to the address stipulated in the Authority's website; or
  - 3- by calling the Authority's call centre at the number displayed at the webpage, provided that the Subscriber provides a written confirmation of the summary of the facts prepared by the Authority's call centre representative within 5 Working Days of receipt of same from the Authority.
- f. In the case of a Request for Dispute Resolution that is submitted by a Licensed Operator, all relevant provisions of this Regulation shall apply unless the Authority instructs the Parties to the Complaint otherwise. The Authority may also adopt

procedures specially tailored to address the unusual circumstance in which a Licensed Operator is the complaining party.

**Article 4**  
**Content of a Request for Dispute Resolution**

a. The Subscriber must provide the following information in clear and unambiguous terms in the Request for Dispute Resolution:

- 1- The relevant details of the Parties to the Dispute, including the following:
  - i. the name of the Subscriber;
  - ii. the ID card number of the Subscriber;
  - iii. a copy of the Subscriber's ID card
  - iv. the email address of the Subscriber;
  - v. the address of the Subscriber;
  - vi. a contact telephone number for the Subscriber and if different, the telephone number which is the subject of the Request for Dispute Resolution; and
  - vii. the name of the Licensed Operator to which the Request for Dispute Resolution relates;
- 2- The unique identifier assigned by the Licensed Operator to the Complaint in accordance with the Code of Practice;
- 3- A full description of the facts, including:
  - i- the type of Telecommunications service that is the subject of the Complaint;
  - ii- the specific cause of the Complaint, explaining:
    - (A) the nature of the alleged act or omission that gave rise to the Complaint and the date on which it first occurred;
    - (B) full details of the history and background of the alleged act or omission and the Licensed Operator's response;
    - (C) the exact date on which the alleged act or omission was first raised with the Licensed Operator or the exact date on which the Complaint was submitted to the Licensed Operator for internal resolution;
- 4- A description of the steps taken by the Licensed Operator, if any, to resolve the Complaint (including all relevant correspondence between the Parties to the Complaint);

- 5- An explanation as to whether the Complaint has been Exhausted;
  - 6- If the Subscriber has privity of contract with a Person (e.g., an employer) that is party to a contract with a Licensed Operator, a written authorisation or power of attorney from that Person allowing the Subscriber to make a Request for Dispute Resolution;
  - 7- If a Notification of Resolution has been provided by the Licensed Operator, the Subscriber's reason for rejecting it; and
  - 8- A description of the type of remedial measure(s) sought and the reason for such remedial measure(s) and, in the case that compensation is claimed, the amount of compensation sought and the reason for such amount.
- b. Where available, the Subscriber shall provide supporting evidence including:
- 1- a copy of the contract for the provision of the Telecommunications service that is the subject of the Request for Dispute Resolution;
  - 2- copies of bills, if relevant;
  - 3- all prior written correspondence between the Parties to the Complaint pertaining to the Complaint; and
  - 4- any file or other notes from the Licensed Operator's internal complaint resolution procedures pertaining to the Complaint that may be in the possession of the Subscriber including (where applicable) the Notification of Resolution.
- c. If the Subscriber relies on, or otherwise makes reference to, supporting documentation or other material in its Request for Dispute Resolution, it shall provide the Authority with copies of such documentation or other material within 5 Working Days of the submission of the Request for Dispute Resolution.
- d. The Authority may solicit a meeting with the Subscriber to discuss any aspect(s) of the Request for Dispute Resolution if it deems that such meeting would assist it in determining whether or not to accept the Request for Dispute Resolution.

### **Chapter 3 ACCEPTANCE OF A DISPUTE**

#### **Article 5 Notification of the Parties to the Complaint**

- a. Within 5 Working Days following the date on which a Request for Dispute Resolution is received, the Authority will notify the Licensed Operator that is the subject of the dispute and provide it with a copy of the Request for Dispute Resolution; provided that the Request for Dispute Resolution is not subject to rejection for any of the reasons set out in Article 6 below.
- b. Licensed Operators shall provide written confirmation to the Authority within 2 Working Days of receipt of such notification that:

- 1- the subject matter of the Request for Dispute Resolution was originally submitted as a Complaint for resolution pursuant to Art. 55 of the Law, and the exact date on which such Complaint was lodged; and
- 2- if applicable, the Complaint has been Exhausted.

**Article 6**  
**Reasons for Declining to Accept a Request for Dispute Resolution**

a. The Authority will not accept a Request for Dispute Resolution if:

- 1- the 12 month deadline for submitting Requests for Dispute Resolution, as provided for in Article 3(d) above, has been exceeded;
- 2- the Complaint to which the Request for Dispute Resolution relates is the subject of a concurrent legal proceeding before a court in the Kingdom, or has been the subject of a legal proceeding in respect of which a final decision has been handed down, unless the reviewing court has specifically directed that the Authority take action;
- 3- the Request for Dispute Resolution concerns a request to reconsider a matter that has already been resolved in accordance with Art. 56 of the Law, unless:
  - i- significant new evidence or facts have been brought to the attention of the Authority within 6 months of the resolution of the complaint by the Authority absent good cause shown; and
  - ii- it is likely that, had such new evidence or facts been taken into account by the Authority at the time of the resolution of the matter in question, it would have reached a materially different conclusion;
- 4- the Request for Dispute Resolution raises or otherwise involves matters of law that are not within the competences of the Authority;
- 5- the Request for Dispute Resolution relates to a commercial decision made by a Licensed Operator about whether to provide a particular Telecommunications service to a Subscriber, unless the Licensed Operator is under a legal or regulatory obligation to provide the Telecommunications service in question;
- 6- the Request for Dispute Resolution does not concern or relate to a Subscriber; or a Telecommunications service provided by a Licensed Operator;
- 7- the Request for Dispute Resolution relates to terms of employment or to other personnel issues;
- 8- the Request for Dispute Resolution concerns a matter solely between Licensed Operators;
- 9- the Request for Dispute Resolution relates to the (non-)functioning of cabling and wiring located inside a Subscriber's premises, to the extent that cabling and wiring was not installed by Licensed Operator or third party on behalf of Licensed Operator.

10- the Request for Dispute Resolution relates to the functioning of equipment which has not been supplied by, purchased, rented or otherwise received from the Licensed Operator, or does not fall within the contractual or other responsibility of the Licensed Operator;

11- the Request for Dispute Resolution relates to the content of a Telecommunications service (including, for example, a call, email, SMS, Internet site or any other type of communication); or

12- the Request for Dispute Resolution relates to a claim, the value of which is an amount in excess of BD 20,000, absent extraordinary circumstances as determined by the Authority.

b. The Authority may decline a Request for Dispute Resolution if it considers:

1- the Request for Dispute Resolution to be frivolous, vexatious, capricious or aimed solely at inconveniencing the Licensed Operator;

2- that the evidence presented by the Subscriber or otherwise available provides an insufficient basis on which to act; or

3- the Request for Dispute Resolution relates to a matter that falls within the competency of another government body within the Kingdom, and that body is better placed to determine the matter in question.

c. The Authority may, at any time following its acceptance of a Request for Dispute Resolution, choose to terminate the dispute resolution process if it considers that the Subscriber has failed to cooperate with any aspect of its investigation:

1- If the Authority chooses to terminate the dispute resolution process in this manner, the Subscriber will, subject to the provisions of Article 6(3)(i), be barred from submitting another Request for Dispute Resolution to the Authority in respect of the same matter.

2- The Authority will notify a Subscriber of its decision to terminate the dispute resolution process within 5 Working Days of such termination, providing a reasoned justification for its decision to do so.

## **Chapter 4 Dispute Resolution Procedures**

### **Article 7 General Provisions**

a. The procedures set forth below shall apply to the dispute unless there are specific procedures provided for in another Regulation issued by the Authority in respect to the particular disputes

b. Following completion of the Notification procedures set out in Article 5 above, the Authority shall consider the subject matter of the dispute, unless it determines that there



is a basis for declining to accept the Request for Dispute Resolution in accordance with Article 6 above.

**Article 8**  
**Acceptance, Response and Information Gathering**

a. In the event the Authority accepted the Request for Dispute Resolution, the Licensed Operator shall, within 7 Working Days of receipt of a copy of the Request for Dispute Resolution, submit its Response to the Authority addressing each of the issues raised by the Request for Dispute Resolution. The Response shall, where possible, be supported by relevant evidence. If the Licensed Operator fails to submit a Response within this timeframe, the Authority may resolve the Dispute based on the provided documents.

b. The Authority will, within 2 Working Days of receipt of the Response, provide the Subscriber with a copy of the Response. The Subscriber may provide a reply to the Response within 5 Working Days of its receipt from the Authority. The reply shall be limited to points raised in the Response, and must not introduce any new grounds of dispute or evidence.

c. The Authority may, in accordance with Art. 53 of the Law, request whatever information from the Licensed Operator it considers relevant and necessary to enable it to carry out its dispute resolution function in accordance with Art. 56 of the Law. Any request for information may be made at any time following the acceptance of a Request for Dispute Resolution and prior to the issuing of a Decision.

d. Unless otherwise stipulated by the Authority, the Licensed Operator shall have up to 5 Working Days to comply with a request for additional information made by the Authority pursuant to this Article.

e. If the Licensed Operator fails to comply with a request for information, the Authority may:

- 1- take enforcement action pursuant to Article 19 below; and/or
- 2- issue a Decision on the basis of the record before it.

**Article 9**  
**Combination of Disputes**

a. The Authority may combine Disputes regarding the same subject matter for determination by a single Decision where it considers that:

- 1- the Disputes are the same subject-matter to be conveniently considered as one single Dispute; and
- 2- each Subscriber is likely to have the same interest at all stages of the combined dispute resolution proceedings.

b. If the Authority decides to combine Disputes in this manner, the Authority will provide written notification to each of the Parties to the Disputes concerned that their Disputes have been combined.

c. If at any stage during its investigation, the Authority considers that Disputes that were combined should no longer be combined, the Authority may continue its investigation considering the individual Disputes in isolation.

d. The Authority may issue guidance on the criteria and procedures for combining Disputes regarding the same subject matter for determination by a single Decision.

## **Chapter 5 Dispute Resolution**

### **Article 10 Mediation**

a. Subject to Article 10(b), the Authority may, at its discretion, attempt to resolve the Dispute through mediation by means of informal communications and/or face-to-face meetings with one or both of the Parties to the Dispute. In the event that the Authority attempts to resolve the Dispute through mediation, the timeframes set out in the Regulation shall be suspended pending the mediation process.

b. The Authority may engage in mediation if:

1- specifically requested to do so by both Parties to the Dispute; or

2- in the absence of such request, it believes there is a reasonable chance that the matter may be amicably resolved in this manner.

c. The Authority may, at its discretion, choose to commence mediation promptly after:

1- the receipt of a request from both Parties to the Dispute to engage in mediation; or

2- in the absence of such request, the deadline for receipt of the Subscriber's reply to the Response as referenced in Article 8(b) above.

d. If the Parties to the Dispute agree to settle the matter during or following the mediation process, the agreement reflecting the terms of this settlement shall conform to the requirements of Article 11(d) below.

e. If a settlement is not reached within 10 Working Days of the date on which the mediation process is commenced (or any longer period reached by the mutual agreement of the Parties to the Dispute and approved by the Authority), the Parties to the Dispute shall proceed to the process for Resolution by Decision in accordance with Article 12 below.

### **Article 11 Resolution by Settlement**

a. The Parties to the Dispute may, at any time following submission of the Request for Dispute Resolution, enter into negotiations aimed at settling a Dispute in whole or in part by mutual agreement.

b. The Authority may elect to suspend any scheduled mediation or formal dispute resolution proceedings pending settlement negotiations between the Parties to the Dispute.

c. The Parties to the Dispute shall agree on a settlement within 10 Working Days of the commencement of negotiations, unless the Parties to the Dispute mutually agree to extend the period for settlement negotiations based on a revised timetable approved by the Authority.

d. If a settlement is reached on some or all of the issues that are the subject of the Dispute, the Parties to the Dispute shall provide the Authority with signed written confirmation of the terms of the settlement:

1- The settlement agreement shall include a timescale for the performance by the Licensed Operator of the remedial measure(s) agreed upon by the Parties to the Dispute, failing which the remedial measure(s) must be performed within 10 Working Days from the execution of the settlement by the Parties to the Dispute unless otherwise agreed to in writing by the Parties to the Dispute and subject to the approval of the Authority.

2- The details of any settlement agreed between the Parties to the Dispute shall not be made public by the Parties or the Authority unless the Parties mutually agree to do so.

3- The Authority may issue guiding principles relating to any of the features of the settlement, without attribution to the Parties to the Dispute, in accordance with Article 18. This shall apply irrespective of whether or not the details of any settlement are made public.

e. If the Parties to the Dispute fail to reach a settlement on any or all of the issues that are the subject of the Dispute, the Authority may (re) commence any scheduled mediation or formal dispute resolution proceedings.

f. The Authority may, in the case of a failure by a Licensed Operator to comply with any remedial measure(s) agreed upon as part of the settlement agreement, take enforcement action against that Licensed Operator pursuant to the process set out in Article 15 below.

## **Chapter 6 The Decision**

### **Article 12 Issuance of Decision**

a. The Authority may commence formal dispute resolution proceedings where:

1- it has elected not to proceed by mediation pursuant to Article 10 above or the mediation process failed; and

2- the Parties to the Dispute have not otherwise reached a settlement pursuant to Article 11 above.

b. Taking into consideration the submissions made by the Parties to the Dispute, the evidence on record and the relevant legal and regulatory provisions, the Authority will, in accordance with the following principles, issue a Decision:

1- The Authority will endeavour to issue a Decision within 60 calendar days of the date on which the Request for Dispute Resolution is accepted in accordance with Articles 6 and 7(b) above. The Decision shall be considered to have been "issued" once a confidential version is made available by the Authority to the Parties to the Dispute. Such version may be made available in electronic form and/or hard copy.

2- The Decision will be set out in writing and contain a reasoned justification.

3- The Decision shall be binding on the Licensed Operator as of its date of issue.

4- The Authority may elect, at its discretion, to invite the Parties to the Dispute to provide comments on a draft of the Decision.

5- The Decision shall explicitly state that any failure on the part of the Licensed Operator or Subscriber, as the case may be, to comply with the measures prescribed in the Decision in a timely fashion may result in enforcement pursuant to Article 19 below.

c. The Authority may, at its discretion, invite the Parties to the Dispute to make written or oral submissions, or answer any questions that it may have regarding the Dispute, at any point prior to issuing the Decision.

d. The contents of the Decision shall, pending publication of a redacted version pursuant to Article 14 below, be treated with utmost confidentiality by the Parties to the Dispute.

### **Article 13 Appeal of a Decision**

Any Party is entitled to appeal a Decision to the courts within 30 days from the date it is notified of the Decision. The Party shall notify the Authority and the other Party to the Dispute of such appeal within 10 Working Days of its submission to the court.

### **Article 14 Publication of the Decision**

a. The Authority will publish a redacted version of a Decision on its official website within 30 calendar days of issuing the Decision. If the Authority's Decision is in favour of the Subscriber, the Authority will publish a redacted version of that Decision on its website and in one other written media source, such as a newspaper, within 30 calendar days of issuing the Decision. The same rules regarding proposed redactions and requests for confidentiality in Articles 14(b) and 14(c).

b. The Parties to the Dispute shall submit to the Authority their proposed redactions in respect with the confidential information, if any, to the Decision within 2 Working Days of the issuing of the Decision by the Authority.

c. Requests for confidentiality will be considered by the Authority in line with relevant legal provisions and the published guidance on the treatment of confidential and non-confidential information. The Authority will prepare a final redacted version of the Decision within 3 Working Days of receipt of the proposed redactions from the Parties to the Dispute in accordance with the Article above.

## Chapter 7

### **Article 15 Interim Measures**

a. The Authority may, pursuant to Arts. 3(c)17 and 18 of the Law, impose interim measures on a Licensed Operator pending resolution of a Dispute in accordance with Articles 10,11 and 12 above if it considers that there is a risk that the failure to impose such measures would result in serious and irreparable harm to a Subscriber that is the other Party to a Dispute.

b. Except in cases of emergency, the Authority will give the Licensed Operator a reasonable opportunity to be heard before adopting such measures.

c. An order imposing interim measures shall be made in writing and a copy shall be provided to both Parties to the Dispute. Such order can be provided in either hard copy or electronic form, or both.

d. The interim measures shall have effect only until the date on which the Authority:

1- is provided with signed written confirmation of the terms of the settlement pursuant to Article 11(d) above; or

2- issues a Decision.

e. The Authority may, in the case of a failure by a Licensed Operator to comply with the prescribed interim measure(s), take enforcement action pursuant to the process set out in Article 19 below.

**Article 16**  
**Provision of Service Pending Resolution of a Dispute**

- a. The Subscriber may, in the event that the Licensed Operator ceases, or is likely to cease, to provide the Telecommunications service that is the subject of the Dispute (in part or in full), request that the Authority direct the Licensed Operator to immediately restore such Telecommunications service to the Subscriber, either in full or in part and to continue provide such Telecommunications service, either in full or in part, to the Subscriber under the same terms and conditions pending resolution of the Dispute.
- b. The Authority may take specific account of the following factors when considering whether to make such determination:
- 1- whether, in the case that the Telecommunications service is not restored, the Subscriber is likely to suffer irreparable harm;
  - 2- the type of Subscriber/Licensed Operator relationship involved;
  - 3- the type of Telecommunications service that is the subject of the Dispute and the possible harm, if any, that would be caused to the Subscriber by the termination of such service pending resolution of the Dispute;
  - 4- the justification, if any, for the Licensed Operator to terminate the provision of the Telecommunications service;
  - 5- the nature of the Dispute and the actions of the Parties to the Complaint/Dispute prior to and throughout the Licensed Operator's internal Complaint resolution procedure and the formal dispute resolution process; and
  - 6- the Subscriber's likelihood of success on the merits.
- c. The Authority may, in the absence of a specific Subscriber request to do so and in accordance with the procedures set out in Article 15 above, direct that the Licensed Operator refrain from terminating the provision of the Telecommunications service that is the subject of the Dispute.
- d. The Authority may consider any attempt by the Licensed Operator to unfairly terminate provision of the Telecommunications service that is subject to the Dispute to be an aggravating factor when determining:
- 1- the amount of compensation to be awarded to the Subscriber pursuant to Article 17 below; and/or
  - 2- the issue of costs pursuant to Article 25 below.
- e. The provisions of Article 16(d) above will not apply where an Operator has received a request to terminate the Telecommunications service from any public authority, including the Criminal Investigation Directorate and the Public Prosecutor's Office, or where the Subscriber has been the subject of a criminal investigation or a matter of national security.

**Article 17**  
**Remedial Measures**

- a. The Authority may impose one or more of the following remedial measures on a Licensed Operator if the Decision is in favour of the Subscriber and the measure is necessary to protect the interests of the Subscriber:
- 1- directing the Licensed Operator to take prompt action to ensure that the act or omission giving rise to the Dispute ceases immediately and does not recur;
  - 2- ordering the Licensed Operator to change its standard terms or conditions or relevant practices if necessary to prevent harm to other Subscribers;
  - 3- requiring reimbursement of the following costs to the Subscriber, provided the Subscriber provides evidence of such costs to the satisfaction of the Authority:
    - i- costs incurred as a direct result of instructing a legal representative in relation to the Dispute; and
    - ii- litigant in person's costs incurred (including those related to taking time off work).
  - 4- ordering the Licensed Operator to allow the Subscriber to terminate the contract without penalty, if proportionate given the totality of the circumstances though the Licensed Operator may recover the costs of any device that was in use by the Subscriber.
- b. The Authority will specify the deadline within which the Licensed Operator must comply with any of the remedial measures listed above.
- c. The Authority may, in the case of a failure by a Licensed Operator to comply with any remedial measure(s) imposed on it, take enforcement action against that Licensed Operator pursuant to the process set out in Article 19 below.

## **Chapter 8 Compliance and Enforcement**

### **Article 18 Compliance**

- a. In the case of the formal resolution of a Dispute by Decision, the Licensed Operator shall notify the Authority of its performance of any applicable remedial measures within the timeframe specified by the Authority pursuant to Article 17(b) above. If requested by the Authority, the Licensed Operator shall provide written and independent confirmation of same from the Subscriber who was the other Party to the Dispute.
- b. In the case of the resolution of a Dispute by mediation or settlement in accordance with Articles 10 and 11 above, the Party to the Dispute that has undertaken to implement the remedial measures agreed upon (if any) shall inform the Authority whether such measures have been performed within the time period agreed upon by the Parties to the Dispute.
- c. Either or both Parties to the Dispute shall notify the Authority immediately upon expiry of the period stipulated/agreed upon for performance of the remedial measures pursuant to either Articles 10,11 or 12 above if these measures have not been satisfactorily implemented. In such case the Authority may proceed with enforcement action pursuant to Article 19 below.

### **Article 19 Enforcement**

- a. The Authority may investigate any instances of alleged failure to comply with:
- 1- a Decision , including any failure to properly undertake or perform any remedial measures imposed on it within the stipulated timeframe;
  - 2- any remedial measure(s) agreed upon by the Parties to a Dispute as part of a settlement reached pursuant to Articles 10 or 11 above;
  - 3- any interim measure(s) imposed pursuant to Article 15 above; or
  - 4- any other requirements set down in this Regulation, including all those listed in Annex A.
- b. The Authority will follow the procedures set out in Art. 35 of the Law if it determines that there has been a failure to comply with the measures referred to in the previous Article
- c. If, following a determination that there has been a failure to comply with the measures referred to in Article 19(a) above, the Authority orders the payment of a financial penalty in accordance with Section 35 of the Law, the baseline penalty ranges set out in Annex A to this Regulation may be used by the Authority to establish the baseline amount of the financial penalty in accordance with paragraph 46 of the Fining Guidelines. The baseline amount may then be adjusted upwards or downwards at the Authority's discretion in accordance with paragraphs 47 – 52 of the Fining Guidelines.



**Chapter 12**  
**Final Provisions**

**Article 20**  
**Reporting Requirements**

- a. Licensed Operators shall maintain records of Complaints submitted by Subscribers pursuant to Art. 55 of the Law for a minimum of 12 months following the date on which a Complaint is submitted to the Licensed Operator.
- b. Licensed Operators shall submit periodic reports to the Authority in accordance with the timetable specified by the Authority and in the format set out in Annex B, including the information set out in Annex C of this Regulation. The Authority may increase or decrease the scope and/or number of the reporting requirements set out in Annex B either by a decision of the Authority or by written notification to Licensed Operators.
- c. The Authority may, upon receipt of written notification, require Licensed Operators to collect additional information that is not specifically provided for in Annex C and provide such information to the Authority in a manner and format to be prescribed by the Authority.
- d. Any reports or information provided by a Licensed Operator to the Authority pursuant to this Article 20 shall be done so in a timely, complete and accurate manner.

**Article 21**  
**Publication of Statistics by the Authority**

- a. The Authority, on a periodic or other basis, may compile and publish statistics relating to individual Licensed Operators' performance in respect of:
  - 1- the resolution of Complaints; and
  - 2- the resolution of Disputes.
- b. Such statistics may be compiled and, where it is deemed by the Authority to be in the public interest to do so, published on an individual Licensed Operator, aggregate or comparative basis.
- c. The published data may include:
  - 1- the information provided by Licensed Operators pursuant to Article 20 above;
  - 2- the number of Requests for Dispute Resolution relating to a Licensed Operator that were accepted by the Authority as Disputes, and specifically:
    - i- the number of such Disputes successfully settled pursuant to Articles 10 and 11 above, and specifically:
      - (A) the number of cases in which the Licensed Operator has agreed to implement remedial measure(s) as part of a settlement and the most common forms of remedial measures agreed upon in this regard; and

- (B) the number of cases where the Licensed Operator has not undertaken the remedial measure(s) agreed upon to the satisfaction of the Subscriber, resulting in the taking of enforcement action under Article 19 above; and
- ii. the number of such Disputes resolved by Decision, and specifically:
  - (A) the number of cases in which the Authority has imposed remedial measures on the Licensed Operator as part of its Decision, and the most common forms of remedial measures imposed in this regard; and
  - (B) the number of cases where the Licensed Operator has not undertaken the remedial measure(s) imposed on it, resulting in the taking of enforcement action under Article 19 above.

**Article 22**  
**Publication of Guiding Principles**

- a. The Authority may publish on its website from time to time a compilation of the guiding principles it has derived from settlements concluded pursuant to Articles 10 or 11, and Decisions issued under Article 12 in order to provide Licensed Operators and Subscribers with guidance on how common or recurring categories of Disputes have been resolved by the Authority, and are likely to be dealt with in the future.
  - 1- Prior to the publication of a new guiding principle that has not been the subject of a Decision issued by the Authority pursuant to Article 12, the Authority may confer with Licensed Operators at its sole discretion.
  - 2- The Authority will take into account the guiding principles as relevant precedents, and will consider the extent to which a Party has deviated from any applicable principles when assessing the remedial measures to apply pursuant to Article 17 above.
- b. The Authority may also issue guidance on the implementation any of the provisions of this Regulation.

**Article 23**  
**Recurring or Systemic Complaints**

- a. A Licensed Operator shall notify the Authority if it receives more than 10 Complaints over a 5 Working Day period from different Subscribers alleging the same type of grievance. Complaints regarding quality of service shall not be treated as recurring Complaints for the purposes of this provision if they pertain to the same scheduled outage or to a network or service fault, provided that the outage or fault have been notified to the Authority's Department of Technical and Operations Directorate/ Consumer Affairs Directorate in writing and in a timely manner.
- b. If a Licensed Operator makes a notification pursuant to Article 23(a) above, the Authority will confer with the Licensed Operator before deciding on the appropriate action to be taken.

**Article 24**

### **Confidentiality**

a. The Parties to the Dispute may request that the Authority treat as confidential submissions made, whether written or oral, during the course of the mediation, settlement or formal dispute resolution proceeding undertaken pursuant to Articles 10, 11 and 12. The Authority will consider any such request in accordance with its established policies on the treatment of confidential and non-confidential information.

b. Any Subscriber data provided to the Authority for the purposes of resolving a Dispute shall be subject to the Authority's Privacy Policy relating to the use of such data.

### **Article 25**

#### **Fees and Costs**

a. No fee shall apply for the resolution by the Authority of a Dispute under Art. 56 of the Law.

b. The Parties to the Dispute will ordinarily pay their own costs associated with the resolution of a Dispute within 20 Working Day of:

1- the issuing of a Decision; or

2- the execution of an agreement on a settlement pursuant to Articles 10 or 11 above, if any such costs have been incurred.

c. The Authority may, where there are aggravating circumstances concerning the conduct of one of the Parties to a Dispute, decide to impose on that Party to a Dispute the obligation to pay all, or an increased portion, of the relevant costs.

## Annex A

### Fining Guidelines

If, following a determination that there has been a failure to comply with the measures identified in Article 19 of this Regulation, the Authority orders the payment of a financial penalty in accordance with Section 35 of the Law, the following baseline penalty ranges may be used by the Authority to establish the baseline amount of the financial penalty in accordance with paragraph 46 of the Fining Guidelines. The baseline amount may then be adjusted upwards or downwards at the Authority's discretion in accordance with paragraphs 47 – 52 of the Fining Guidelines.

Failure by Licensed Operator	Baseline Penalty Ranges
Failure to provide timely, complete, accurate reports and data relating to complaints to the Authority in compliance with Article 20 of this Regulation.	BD 2500 – BD 5000  and an additional BD 250 – BD 500 for each additional Working Day of delay.
Failure to comply with an interim measure imposed by the Authority pursuant to Article 15 of this Regulation.	BD 5000 – BD 20,000  and an additional BD 500 – BD 2000 for each additional Working Day of delay.
Failure to comply with a direction of the Authority to restore or continue to provide Telecommunications services to a Subscriber pursuant to Article 16 of this Regulation.	BD 5000 – BD 20,000  and an additional BD 500 – BD 2000 for each additional Working Day of delay.
Failure to comply with any remedial measure(s) agreed upon as part of a settlement agreement in accordance with Article 11 of this Regulation.	BD 7500 – BD 25,000  and an additional BD 750 – BD 2500 for each additional Working Day of delay.
Failure to comply with a Decision issued pursuant to Article 12 of the Regulation, including failure to properly undertake or perform any remedial measures identified in Article 17 within the stipulated timeframe,	BD 7000 – BD 25,000  and an additional BD 700 – BD 2500 for each additional Working Day of delay.
Failure to comply with remedies relating to Recurring or Systematic Complaints as described under Article 23 of this Regulation.	BD 10,000 – BD 50,000  and an additional BD 1000 – BD 5000 for each additional Working Day of delay.

## Annex B

### Reporting Requirement of Licensed Operators with regard to Subscriber Complaint Handling Practices

<b>BROADBAND</b>	Q1			Q2			Q3			Q4		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Total Number of Complaints												
Number of Complaints resolved to consumer satisfaction												
Total Number of Complaints rejected												
Total Disputed amount in BHD												

<b>MOBILE</b>	Q1			Q2			Q3			Q4		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Total Number of Complaints												
Number of Complaints resolved to consumer satisfaction												
Total Number of Complaints rejected												
Total Disputed amount in BHD												

<b>FIXED LINE</b>	Q1			Q2			Q3			Q4		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Total Number of Complaints												
Number of Complaints resolved to consumer satisfaction												
Total Number of Complaints rejected												
Total Disputed amount in BHD												

## **Annex C**

### **Information to be Submitted to the Authority by Licensed Operators as Part of Periodic Reports**

1. Licensed Operators shall submit reports to the Authority on a quarterly basis, unless a different timetable is specified in writing by the Authority.
2. The reports shall be submitted in the format set out in Annex B, and shall include the following information:
  - (a) Total number of Complaints received by the Licensed Operator, broken down into the categories stipulated in the Code of Practice or as otherwise directed by the Authority;
    - i. number of Complaints successfully resolved to consumer satisfaction by the Licensed Operator in accordance with its internal procedures, broken down into the categories stipulated in the Code of Practice or as otherwise directed by the Authority;
    - ii. number of rejected Complaints; and
    - iii. total disputed amount in BHD.
3. If specifically requested by the Authority, the Licensed Operator shall also provide information on:
  - (a) the average amount of compensation (if any) paid to Subscribers for each category of Complaint resolved over a specific time-period;
  - iv. the Licensed Operator's internal Complaint resolution process; and
  - v. any other matters identified by the Authority that are relevant to the timely, non-discriminatory, proportionate and effective resolution of Complaints.