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# Regulations

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## Consumer Protection Regulations

Version 1.0

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Telecommunications Regulatory Authority (TRA)  
P O Box 26662, Abu Dhabi, United Arab Emirates (UAE)  
[www.tra.gov.ae](http://www.tra.gov.ae)

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- Annexe 1: The TRA's Consumer Dispute Procedures
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## 1 Introduction

1.1 These Regulations replace the following regulatory instruments:

- 1.1.1 Privacy of Consumer Information Policy, version 1.0, issued: 31 May 2005;
- 1.1.2 Price Transparency Policy, version 1.0, issued: 24 June 2007;
- 1.1.3 Consumer Complaint and Dispute Procedure, version 1.0, issued: 17 April 2007;
- 1.1.4 Marketing and Communications Practices Policy, version 1.0, issued: 1 February 2008; and
- 1.1.5 Directory Information Policy, version 2.1, issued: 14 September 2009.

1.2 Article (14)3 of Federal Law by Decree No. 3 of 2003 Regarding the Organization of the Telecommunications Sector, as amended (hereinafter “the Telecommunications Law”) grants the TRA the power to issue regulations, instructions, decisions and rules regulating the conditions, level and scope of services provided by the Licensees to subscribers...including the standards and quality of the provided services, terms of supply, the handling of subscriber complaints and disputes, provision of information to subscribers, usage of subscriber personal information and the provision of bills to subscribers.

1.3 These Regulations are issued pursuant to the provisions of the Telecommunications Law and the powers vested in the TRA.

1.4 These Regulations apply to all Licensees that provide Public Telecommunications Services in the UAE. Licensees are required to obligate their agents and representatives to adhere to these Regulations.

1.5 These Regulations are in addition to and complement other applicable UAE laws and the TRA’s Regulatory Framework. Nothing in Regulations shall be deemed to excuse, qualify or modify the Licensees’ obligation to comply with any other UAE laws or the provisions of the TRA’s Regulatory Framework in effect at the time.

## 2 Definitions

2.1 The terms, words, and phrases used in these Regulations shall have the same meaning as are ascribed to them in the Telecommunications Law unless these Regulations expressly provides for otherwise, or the context in which those terms, words and phrases are used in these Regulations requires otherwise. For



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the purposes of these Regulations, the following terms and words shall have the meanings ascribed to them below:

- 2.1.1 “**Consumer**” means any person, whether a natural person or a legal entity but excluding a Licensee, which person consumes or may consume a Public Telecommunications Service provided by a Licensee;
- 2.1.2 “**Consumer Complaint**” means any correspondence or communication registered by any reasonable means at any place authorised by the Licensee for such purposes, from a Subscriber expressing dissatisfaction or grievance with that Licensee’s provision of a Public Telecommunications Service to that Subscriber or from a Consumer expressing dissatisfaction or grievance on a matter within the direct scope of a Licensee’s business and on which matter the Consumer has some legitimate interest;
- 2.1.3 “**Consumer Dispute**” means any correspondence or communication accepted by the TRA from a Consumer expressing dissatisfaction or grievance on the outcome of a Consumer Complaint or on matters within the direct scope of a Licensee’s business and on which matter the Consumer has some legitimate interest;
- 2.1.4 “**Licensee**” means: any person granted a licence by the TRA to conduct a Regulated Activity in the UAE pursuant to the provisions of the Telecommunications Law;
- 2.1.5 “**Marketing Communications and Practices**” or “marketing communications and/or practices”, is defined to include, but not be limited to, all marketing through newspapers, magazines, brochures, leaflets, circulars, mailings, e-mails, text transmissions, fax transmissions, catalogues, follow-up literature and other electronic and printed material; posters and other promotional media in public places, including moving images; cinema and video commercials; advertisements in electronic media, including broadcast media; online advertisements in paid-for space, for example, banner and pop-up advertisements; and public statements by Licensees and their agents and representatives, including but not limited to, statements, whether or not made or placed for consideration, made in news articles, press releases, and electronic media, including the internet and broadcast media, and at public forums;
- 2.1.6 “**Regulations** or these Regulations” means: the Consumer Protection Regulations including any annexure thereto, as issued by the TRA and amended from time to time;



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- 2.1.7 “**Subscriber**” means a person, whether a natural person or a legal entity but excluding a Licensee, which person has a contract with a Licensee for the supply of Telecommunications Services by the Licensee to that person;
- 2.1.8 “**Subscriber Information**” means any personal data relating to a specific Subscriber and includes, but is not limited to, that person’s: name, address, bank account details, credit card details, service usage details, call records, message records, any information derived from a Subscriber’s use of telecommunications services, account status, payment history, and credit rating;
- 2.1.9 “**Telecommunications Law**” means: Federal Law by Decree No. 3 of 2003 Regarding the Organisation of the Telecommunications Sector, as amended; and
- 2.1.10 “**TRA**” means: the Telecommunications Regulatory Authority, which pursuant to the provisions of Article 6 of the Telecommunications Law is the General Authority for Regulating the Telecommunications Sector”.

### 3 General Provisions

- 3.1 Licensees are encouraged to promote awareness and generally assist their Subscribers to get the best from the telecommunications services and products being used by the Subscriber.
- 3.2 Notwithstanding the generality of the provisions of sub-article 3.1, the TRA, acting on its reasonable discretion, may from time to time require the Licensees to promote awareness in its Subscribers on certain matters as specified and justified by the TRA at that time.
- 3.3 In the event that any of the provisions in these regulations are inconsistent or incompatible with the provisions of any applicable law in the UAE then such provisions in the applicable law shall take precedence to the extent necessary to address any such inconsistency or incompatibility.

### 4 Provision of Information to Consumers (Pre-contract)

- 4.1 Licensees shall take all reasonable steps to provide details of the standard price, standard terms and conditions of the standard services offered by the Licensees to Consumers in order that Consumers may make informed decisions.
- 4.2 Licensees shall ensure that the information referred to in sub-article 4.1 is:



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- 4.2.1 accurate and complete;
  - 4.2.2 available in the Arabic or English languages as the Consumer may so prefer;
  - 4.2.3 provided before the Consumer enters into a contract with the Licensee; and
  - 4.2.4 provided in plain language.
- 4.3 Depending on the nature of the service in question, as well as the particular sales channel in question and the information made available to the Consumer as a result of the sale of other services the Consumer may already have subscribed to, Licensees shall, during the pre-contract stage and prior to providing any service, appropriately inform the Consumer of the following as applicable:
- 4.3.1 details including the amount of all prices and price elements that apply to the provision of the service and an explanation of what the prices relate to, including any applicable deposits or pre-payments;
  - 4.3.2 details of any discounts and special offers that may apply to the provision of the service and the period or periods during which any such discounts apply, and if applicable the terms that will apply on expiry of any discounts and special offers;
  - 4.3.3 details of any exit charges that may apply if the Consumer exits the contract prior to the expiration of the contract;
  - 4.3.4 details of any limitations or restrictions on the use of the service including in particular any limits on the volume of usage, any restrictions on the use of “over the top services or applications”, any fair use policies, and details of any fees that would become payable if any such limits are exceeded;
  - 4.3.5 the frequency of the price or the circumstance giving rise to the price becoming payable;
  - 4.3.6 the circumstances under which the prices may vary during the term of the contract;
  - 4.3.7 if possible, any rental charges which may still be applicable during any period of service outage for that specific service;
  - 4.3.8 any charges which may be applicable in case a prepaid account is not recharged with sufficient funds;



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- 4.3.9 any refund of unused credit (remaining balance) or advance payments (i.e. security deposits) or other arrangements for which the Consumer is eligible in the event of non-renewal of prepaid account, cancellation of service, disconnection of service, subscription transfer or Licensee's discontinuation of a service etc.;
  - 4.3.10 Information as to whether after sales support is available, the circumstances in which it is available and the contact details for after-sales support and whether a charge is payable for after sales support;
  - 4.3.11 if possible, any compensation, refund or other arrangements which may apply if the Licensees' commitments (e.g., quality of service) are not met; and
  - 4.3.12 any other applicable conditions or restrictions.
- 4.4 Where a service is packaged with another service and/or product, Licensees shall inform Consumers of the price the Consumer would pay if they obtained that service and/or product separately and of any additional terms and conditions or restrictions that apply.

**5 Provision of Subscriber Contracts**

- 5.1 Depending on the nature of the service in question, as well as the particular sales channel in question, Licensees shall provide new Subscribers with a written contract, by which the contract shall clearly and unambiguously express the full terms and conditions including any restrictions, limitation, fair use policies etc, relating to the supply of the related service. The provisions of this sub-article 5.1 do not exclude the possibility of the Licensee incorporating published documents such as terms and conditions, fair use policies, scale of tariffs etc. into the Subscriber contract by reference, provided that any such incorporated document is published in a manner which makes the document readily available to the Subscriber at all reasonable times during the term of the Subscriber contract.
- 5.2 When provided, Subscriber contracts shall be written in the Arabic language or the English language at the choice of the Subscriber.
- 5.3 At a minimum, the contract shall include<sup>1</sup> terms that clearly state the following:
  - 5.3.1 the commencement date of the contract;
  - 5.3.2 the minimum term (duration) of the contract, if applicable;

<sup>1</sup> In this context "inclusion" does not exclude the possibility of inclusion by reference to some other document provided always that such referenced document is published and is freely available before contract signature and at all reasonable times during the term of the contract.





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- 5.3.3 the terms and conditions relating to the delivery and/or activation of the service;
- 5.3.4 the Subscriber's obligations under the contract and the consequences arising from a breach of those obligations by the Subscriber;
- 5.3.5 the terms and conditions concerning early termination by the Subscriber, including the amount of (or the method of calculating) any charges that would become payable by the Subscriber for early termination;
- 5.3.6 the terms and conditions concerning any limitations or restrictions on the use of the service including in particular any limits on the volume of usage, any restrictions on the use of "over the top services or applications", any fair use policies, and details of any fees that would become payable if any such limits are exceeded;
- 5.3.7 the conduct or events that may give rise to a right to terminate the contract before expiration of the minimum term if applicable, and which party has those early termination rights;
- 5.3.8 any requirement, including the form and timing, for the Subscriber to give notice to the Licensee if the Subscriber elects to terminate the contract;
- 5.3.9 the terms and conditions for disconnection of the service by the Licensee;
- 5.3.10 the terms and conditions relating to reconnection of a disconnected service including any associated fees that would become payable;
- 5.3.11 the terms and conditions associated with the renewal of the contract, if applicable;
- 5.3.12 the relevant billing timeframes and cycles and payment methods;
- 5.3.13 the terms and conditions relating to situations such as planned and unplanned outages;
- 5.3.14 the manner in which amendments to the terms and conditions of the contract may be made by the Licensee and the manner of notifying the Subscriber of such actions and the Subscribers rights in such circumstances;
- 5.3.15 the method or methods by which a Subscriber can obtain or access a copy of any amended or varied terms and conditions; and





- 5.3.16 the contact details for the Licensee's customer service centre.
- 5.4 Where possible and practicable, Licensees shall maintain a record of the Consumer's consent to the contract terms.
- 5.5 Licensees shall regularly review their contract terms of the services in order to ensure compliance with the TRA's Regulatory Framework and any other UAE laws and regulations.
- 5.6 Where possible and practicable, a copy of the contract shall be provided to the Subscriber at the point of sale and a copy of the contract shall always be provided to the Subscriber on the Subscriber's request.
- 5.7 The TRA may, acting reasonably, require a Licensee to amend its Subscriber contracts to the extent that:
  - 5.7.1 such contracts do not comply with the Regulatory Framework;
  - 5.7.2 the amendments required by the TRA are for the sole purpose of securing compliance with the Regulatory Framework; and
  - 5.7.3 to the extent that any amendments do not, in the reasonable opinion of the Licensee, render all or part of the contracts unenforceable within the context of the jurisdictional laws governing the contracts.
- 5.8 The TRA will objectively justify any such requirements expressed in article 5.7 and its sub-articles on a case-by-case basis if and when the need arises.

## **6 Activating and Deactivating Telecommunications Services**

- 6.1 Licensees shall not register, charge or otherwise avail a service to a Subscriber that the Subscriber has not expressly ordered or opted to pay for. Subscribers shall not be deemed to have accepted an offer for service simply by failing to opt out of the offer.
- 6.2 The provisions of 6.1 shall not apply in circumstances where an existing Service, that is to say a service that a Subscriber has expressly ordered, is extended or renewed on terms which are consistent with the terms of the contract for that existing service, or are unquestionably without prejudice to the Subscriber or are unquestionably to the advantage of the Subscriber. The TRA will publish and maintain up-to-date a Guidance Note on this matter to provide advice and guidance on how these provisions are to be interpreted.
- 6.3 To the extent that it is feasible and practicable, Licensees shall adopt procedures so as to provide Subscribers with confirmation of the activation, deactivation, or migration of services and/or features.



- 6.4 To the extent that it is feasible and practicable, Licensees shall use reasonable efforts to offer Subscribers simple functionality to cancel or block any additional value added services which are provided by default to Subscribers, upon subscription to main services, and which are ancillary to those main services, and which generate usage charges when used. Licensees shall make information about this functionality available in an easily accessible manner and free of charge. Provided that such functionality is consistent with this article 6.4, in some cases a Subscriber may be required to manually configure their equipment or service to cancel or block a value added service.
- 6.5 Except in cases of absolute service cancellation or in cases involving the return of equipment belonging to the Licensee, or in cases objectively justified otherwise, the Subscriber shall not be required to visit a Licensee's business centre in order to cancel/de-activate individual services or features. Licensees shall ensure that the methods of cancellation of a service are equally convenient and no more complex than the methods for ordering that service. For instance, if one can subscribe to any given service by SMS then it shall also be possible to use SMS for the purposes of cancelling that service.
- 6.6 'Exit interviews' may be conducted, provided that the Subscriber consents to the interview, and the interview takes place after service cancellation.
- 6.7 In circumstances where Licensees require Subscribers to lodge a deposit with the Licensee (e.g. security deposit for international roaming): the Licensee shall have a procedure for returning such deposits to Subscribers. The procedure for returning deposits shall not be restrictive, and shall be no more onerous on the Subscriber than the procedure used by the Licensee to collect such deposit.
- 6.8 Where services are subject to upgrade or migration options, Subscribers shall be provided with clear information regarding the upgrade or migration terms, including any changes in service performance and any change in the tariff for the service. Licensees may not upgrade or migrate a Subscriber without the expressed permission of the Subscriber unless such upgrade is unquestionably without prejudice to the Subscriber or is unquestionably to the advantage of the Subscriber.

## **7 Service Consumption Monitoring By Subscribers and Price Transparency During Service Consumption**

- 7.1 Where-ever possible, Licensees shall make available a means by which Subscribers can, free of charge to the Subscriber, monitor service consumption at any given point in time and in the case of pre-paid service, a means by which Subscribers can, free of charge to the Subscriber, check the credit balance on the account.



- 7.2 In circumstances where a service plan includes an amount of “free” service units<sup>2</sup>, the Licensee shall where-ever possible, provide a means by which a Subscriber can, free of charge to the Subscriber, check current usage at any time and determine the amount of included service units not yet consumed.
- 7.3 With regard to the provisions of articles 7.1 and 7.2, Licensees are encouraged to develop automated tools such as “smart phone apps” or other such tools or applications to provide transparent information to Consumers in a seamless, real time, cost-free, manner. The provisions of this Article 7.3 are not mandatory.
- 7.4 Upon request, Licensees shall provide Subscribers with timely, accurate and up-to-date information about the prices, conditions and options relevant to those Subscribers.

## **8 Notification of Price Increases and Notification of Roaming Costs**

- 8.1 Licensees shall, use appropriate means to notify Subscribers, at least twenty-eight (28) calendar days prior to any price increase, or any change in the terms and conditions that have the effect of a price increase, being implemented for services to which they are subscribed. Licensees shall offer Subscribers the opportunity to terminate their contracts without penalties before an increase in prices takes effect.
- 8.2 Subject to the provisions of 8.4, for mobile Subscribers on standard roaming tariffs, Licensees shall, where possible and practicable, provide a facility whereby the mobile Subscriber can be informed of the applicable retail roaming prices for originating a call and SMS to the UAE and for receiving a call and SMS from the UAE.
- 8.3 Subject to the provisions of 8.4, for mobile Subscribers on standard roaming tariffs, Licensees shall, where possible and practicable, provide a facility whereby the mobile Subscriber can be informed of the applicable retail roaming prices for data roaming fees.
- 8.4 The facilities referred to in 8.2 and 8.3 above, shall be provided to the roaming mobile subscriber upon their first connection to a visited network in a foreign country and shall be provided free of charge to the roaming mobile customer.

## **9 Subscriber Invoices and Receipts**

- 9.1 Licensees shall, take all reasonable measures to provide Subscribers who are subscribed to post-paid services with accurate and transparent invoices. The invoice shall: be provided free of charge; be in writing in the English or Arabic

<sup>2</sup>For example various service plans include a number of “free” minutes, and/or a number of “free” SMSs, and/or an allowance of “free” data usage, or any combination thereof.



Language (as selected by the Subscriber); set out the details of the charges contained in the invoice; and be provided in paper or electronic form (as selected by the Subscriber).

- 9.2 Subscriber invoices shall be provided at such intervals as is specified in the terms and conditions relating to the supply of the particular service.
- 9.3 As a minimum, Subscriber invoices shall contain the following information:
  - 9.3.1 The name and registered address of the Licensee issuing the invoice;
  - 9.3.2 The Subscriber's account number;
  - 9.3.3 The amount owing to the Licensee or, if applicable the amount owing to the Subscriber (credit balance);
  - 9.3.4 Itemised details showing how all charges and credits on the invoice have been calculated;
  - 9.3.5 The date by which payment is due to the Licensee;
  - 9.3.6 The method or methods by which payments can be made to the Licensee;
  - 9.3.7 Point of contact details for Subscribers wishing to make enquiries relating to the invoice and any charges therein.
- 9.4 A Licensee shall retain records of post-paid Subscriber's Invoices for a period of not less than two (2) years or for such longer period as may be mandated by any competent authority.
- 9.5 To the extent possible, Licensees shall automatically<sup>3</sup> provide Subscribers with a receipt for any payment submitted to the Licensee. Such receipts may be provided in appropriate electronic format to an address<sup>4</sup> specified by the Subscriber and held on file by the Licensee.

## 10 Fair Use Policies

- 10.1 Fair use policies (FUP) shall be designed to be fair to both the Licensee and the Subscriber.

<sup>3</sup> In this context "automatically" means that it shall not be necessary for the Consumer to take any specific action to request a receipt. The duty is on the Licensee to supply a receipt for payments made whether or not the Consumer requested the supply thereof.

<sup>4</sup> In this context "address" means an email address or telephone number for SMS messages.



10.2 Licensees shall publish their fair use policies and take all reasonable steps to make them available to Consumers upon request. Prior to entering into a contract for a service which is subject to a fair use policy the Licensee shall inform the Consumer that the service is subject to a fair use policy and upon the Consumer's request take all reasonable steps to accurately explain the fair use policy.

## 11 Disconnection Due to Non-Payments of Invoices

11.1 Where a Subscriber has not paid the licensee all or part of an invoice for services provided by a Licensee, any measures taken by that Licensee to effect payment or disconnection shall:

11.1.1 where-ever possible, be preceded by appropriate warning to the Subscriber in advance of any resulting service interruption or disconnection and;

11.1.2 where-ever possible, confine any service interruption or disconnection to the services concerned as far as is technically feasible.

11.2 In the warning referred to in 11.1.1, Licensees shall specify the necessary Subscriber actions required to avoid non-payment disconnection and shall describe the resulting implications and consequences of not doing so.

11.3 Licensees shall attempt to limit service disconnection to the service(s) causing the disconnection. The licensee shall not restrict the Subscriber's usage of basic, non-substitutable services unless that service is the cause of the disconnection. However, if the service is supplied as part of a bundled product, the Licensee may, at its discretion, disconnect the whole bundle. This article may be disregarded if an authorised official of a competent authority in the interest of public or national security requests the disconnection action.

11.4 Licensees shall provide Subscribers with continued accessibility to emergency numbers during the intermediate service interruption phases preceding the final service disconnection.

## 12 Privacy of Subscriber Information

12.1 Licensees shall take all reasonable and appropriate measures to prevent the unauthorised disclosure or the un-authorized use of Subscriber Information.

12.2 Without prejudice to the generality of the provisions of Article 12.1, a Licensee may disclose Subscriber Information if such disclosure is:

12.2.1 permitted by law;



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- 12.2.2 expressly permitted by the Subscriber in question;
  - 12.2.3 expressly permitted by any provision in these Regulations or any other aspect of the Regulatory Framework;
  - 12.2.4 made in the course of the Licensee making a credit check with a reputable credit reporting agency;
  - 12.2.5 made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity; or
  - 12.2.6 made in response to a lawful request from any competent authority in relation to matters involving the public interests and/or matters of state security;
  - 12.2.7 made to the TRA in accordance with these Regulations.
- 12.3 Licensees shall take all reasonable measures to protect the privacy of Subscriber Information that it maintains in its files, whether in electronic or paper form. Licensees shall use reliable security measures against risks such as loss or unauthorised access, destruction, leakage, inappropriate use, modification and/or unauthorised disclosure.
- 12.4 Licensees shall limit access to Subscriber Information to its trained and authorised personnel who will include the Licensee's employees, directors, independent contractors and consultants, who are bound to protect the Licensees confidential information (which includes Subscriber Information) from un-authorised use and disclosure under the terms of a written agreement. Licensees shall ensure that personnel engaged in the handling of Subscriber Information are fully aware of, and adequately trained in the Licensee's security and privacy protection practices.
- 12.5 Licensees must obtain a Subscriber's prior consent<sup>5</sup> before sharing any Subscriber Information with its affiliates and/or other third parties not directly involved in the provision of the telecommunications services ordered by the Subscriber.
- 12.6 Licensees who have access to Subscriber Information as a result of interconnection with another Licensee are strictly prohibited from using that Subscriber Information for any purposes other than interconnection. In particular, that data may not be used for any marketing purposes or anti-competitive practices.

<sup>5</sup> Which consent may be provided contractually at the point in time at which the Subscriber Contract is formed provided always that a mechanism exists whereby the Subscriber may withdraw that consent, "opt-out" at a later stage if the Subscriber so wishes.





- 12.7 Licensees shall not require Subscribers to provide any personal information related to any other person<sup>6</sup> that is not essential and directly related to the provision of the service ordered, unless the Licensee is required to collect such information and data under the expressed instructions of a competent authority, in the interest of public or national security.
- 12.8 In circumstances where it is necessary to provide Subscriber Information to affiliates or other third parties who are directly involved in the supply of the telecommunications services ordered by Subscribers, the third-parties are required to take all reasonable and appropriate measures to protect the confidentiality and security of the Subscriber Information and to use it only as required for the purposes of providing the telecommunication service. Licensees shall ensure that the contract between them and any affiliate or other third party holds that third party responsible for the privacy and protection of the Subscriber Information.
- 12.9 In circumstances where a Subscriber requests the Licensee to disclose his or her own Subscriber Information to that Subscriber, the Licensee shall disclose it free of charge and without delay after an adequate verification process.
- 12.10 The TRA may request any Licensee to provide the TRA with any Subscriber Information that is essential to enable the TRA to fulfil its duties. Any such request shall be made in writing and the Licensee to which the request is addressed shall take all reasonable measures to supply the requested Subscriber Information as directed by the TRA.
- 12.11 The TRA may, upon serving reasonable notice to a Licensee, visit the premises of a Licensee or its affiliate(s) where Subscriber Information is stored by that Licensee or its affiliate(s) in order that the TRA can review the security measures taken by the Licensee or its affiliate(s) with respect to maintaining the security of that Subscriber Information. In the event that the TRA, acting reasonably, is not satisfied with the security arrangements at a particular premises, the TRA reserves the right to instruct the Licensee, or instruct the Licensee to instruct its affiliate(s), to strengthen the security arrangements at that particular premises or relocate the storage of Subscriber Information to a more secure premises as may be deemed appropriate, and justified, by the TRA.

### 13 On-line Directory Information and Directory Enquiries

#### 13.1 General

- 13.1.1 Unless specifically stated otherwise, the provisions of this Article 13, regarding the mandatory publication of printed directory information apply to the provision, by each Licensee, of consolidated directory

<sup>6</sup> e.g.: the name and/or contact details of friends and family members.





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information in an on-line format only. Subject to the provisions of Article 12, Licensees are not prevented, from printing other hardcopy or electronic (e.g. CD, DVD, or software application etc.) directories in whatever form they see fit.

- 13.1.2 Licensees assigning telephone numbers shall provide directory information. Such information shall be made available on-line (directory information service) and on a call-by-call enquiry basis (directory enquiry service). Access to on-line directory information services shall be provided free of charge. Licensees may levy charges for voice calls to directory enquiry services and Licensees shall publish the cost of such calls.
- 13.1.3 Licensees shall use all reasonable methods to ensure directory information is accurate and up-to-date.
- 13.1.4 The provisions of 13.1.2 regarding directory information services shall become effective within a period of six (6) months of these Regulations coming into force and the provisions of 13.1.2 regarding directory enquiry services shall become effective immediately.
- 13.1.5 A Licensee shall not give prominence to the publication (directory information service) or provision (directory enquiry service) of directory information relating to Subscribers of that Licensee over the publication or provision of directory information relating to Subscribers of another Licensee. That is to say, Licensees shall apply the principle of non-discrimination to the treatment of directory information.
- 13.1.6 Nothing in these regulations prevent a Licensee from including third party advertisements or other value added services in its on-line directory information service. However, a licensee may not require a visiting Consumer to view a certain number of advertisements before allowing the Consumer to search for information in the directory or before returning the results of any such search to the Consumer. Advertisements and links to other value added services could, for instance, be displayed simultaneously within the 'search bar' and/or within the page(s) showing the results of any search.

**13.2 Directory Information – natural persons**

- 13.2.1 Directory information for Subscribers being natural persons shall contain, at a minimum:
  - a) Name;
  - b) City; and
  - c) Telephone number

- 13.2.2 Licensees may not publish directory information relating to a natural person without the express prior permission of that natural person. After such consent has been given, Licensees shall allow Subscribers to withdraw that consent should the Subscriber wish to do so.

### 13.3 Directory Information – legal entities

- 13.3.1 Directory information for Subscribers being legal entities shall contain, at a minimum:

- a) Name;
- b) P.O. Box and City; and
- c) Telephone number.

- 13.3.2 Licensees shall offer their Subscribers (legal entities) the option not to have their directory information published.

### 13.4 Directory Information – Charges for Publication

- 13.4.1 Licensees shall as a minimum offer a free of charge – basic level of service in the on-line publication of directory information. Such basic level of service shall meet the provisions of 13.2 or 13.3 as appropriate to the type of Subscriber in question and shall be provided without cost to the Subscriber.

- 13.4.2 Subject to the provisions of 13.1.5, Licensees may offer such enhanced directories as the Licensee sees fit. Such enhanced services could for instance include bold, boxed, or colour listings and may include addition information such as logos, location plans and maps, directions etc. Licensees may charge Subscribers for such enhanced services at the Licensee's published rates provided that the Subscriber is informed that the Subscriber may opt for a free of charge basic level service.

### 13.5 On-line Directory

- 13.5.1 Each Licensee shall provide an on-line portal designed to provide Consumers with easy access to directory information. The manner in which Consumers may search for directory information shall be Licensee neutral. In this regard, Consumers shall not be obliged to follow different procedures or apply different search techniques/strings to obtain information based on the fact that different Licensees have assigned telephone numbers.

- 13.5.2 Licensees shall ensure that main emergency service numbers of Police, Ambulance & Civil Defence are prominently displayed, and a

clear reference to a full list of all other emergency numbers is given, in all directories including any enhanced directory a Licensee may elect to publish.

### 13.6 Directory Enquiry

13.6.1 Directory Enquiry information shall be consolidated in a single source, regardless of which Licensee assigns the telephone number. Consumers shall not be obliged to make multiple calls to obtain directory information based on the fact that different Licensees have assigned telephone numbers.

13.6.2 In case directory enquiries are priced on a time basis, Licensees may only charge for the duration of the transaction, that is to say the actual time spent on the call for the purpose of the enquiry itself and not for the time spent waiting in a queuing system.

## 14 Consumer Complaints and Consumer Disputes

14.1 Licensees shall establish and maintain procedures to handle Consumer Complaints and support the handling of Consumer Disputes by the TRA.

14.2 Licensees shall provide information to Consumers, which describe(s) how, when and where a Consumer Complaint may be filed. This information shall be easily obtainable by Consumers.

14.3 Licensees shall provide adequate provision to ensure that people with physical disabilities or other special needs are able to access the Licensee's complaint handling process. Licensees shall ensure that consumers with physical disability can be easily represented by their authorised representatives in order to make a complaint; providing a means of authorisation can be easily established and verified.

14.4 Licensees shall provide Consumers with at least one method of registering Consumer Complaints free of charge to the Consumer.

14.5 Licensees shall reasonably assist any Consumer, so requesting, to formulate and to lodge a Consumer Complaint with the Licensee.

14.6 Licensees methods for lodging Consumer Complaints should not unduly deter Consumers from making a complaint to the Licensee.

14.7 Licensees shall advise Consumers when they make a complaint of the indicative time frame required for the Licensee to investigate and resolve the complaint.

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14.8 Licensees shall acknowledge the receipt of each Consumer Complaint by providing the complainant with a reference number for the complaint. Such acknowledgement shall be provided immediately, in the case of complaints submitted by telephone or personal visit, and within five (5) business days in the case of a written complaint.

14.9 Conclusion of Consumer Complaints:

14.9.1 Where possible, Licensees shall seek to resolve a Consumer Complaint on first contact.

14.9.2 Generally, Licensees shall conclude Consumer Complaints within thirty (30) business days after receipt or as soon as practical in all circumstances.

14.9.3 Licensees shall enable the complainant to make enquiries regarding the progress of the complainant's case.

14.9.4 If the period for conclusion takes longer than thirty (30) business days, Licensees shall inform the complainant as to progress and the expected conclusion date.

14.9.5 At the conclusion of the Licensee's examination of a Consumer Complaint, the Licensee shall inform the complainant of the outcome of the case and the offered remedies, if applicable.

14.10 Consumer Complaint – Records and Reports

14.10.1 Licensees shall maintain records of Consumer Complaints for a minimum period of two (2) years, or such other period as may be specified in the Licence,<sup>7</sup> after the conclusion of individual Consumer Complaints.

14.10.2 Licensees shall submit monthly reporting data to the TRA on a quarterly basis in accordance with the template set out in Annexe 4 *{Annexe to be written – it is the TRA's intention to work with the licensees to develop a pro forma template for these reports}*. The monthly reporting data shall be due by the 30<sup>th</sup> calendar day of the month following the end of the quarter.

14.11 Consumer Disputes

14.11.1 Generally, the TRA will handle Consumer Disputes only after a Consumer Complaint has been handled by a Licensee as specified in

<sup>7</sup> *TRA Note to Stakeholders*: The TRA is considering reducing this period to two (2) years. However, the TRA notes that it is currently a Licence condition that complaint records are retained for three (3) years.

these Regulations and then within three (3) months of the last handling date by the relevant Licensee. However, at its discretion, the TRA may accept Consumer Disputes at any time.

- 14.11.2 To aid in its handling of Consumer Disputes, the TRA may request additional information from the relevant Licensee(s).
- 14.11.3 During the course of the Licensee's handling of Consumer Complaints and/or the TRA's handling of Consumer Disputes, the TRA may direct a Licensee to restore a Consumer's service in whole or in part, or to implement any other remedy deemed reasonable and appropriate by the TRA.
- 14.11.4 At the conclusion of the Licensee's investigation of a Consumer Dispute and pending the final resolution of the complaint, the Licensee shall contact and advise the Consumer of the outcome of the case.
- 14.11.5 At the conclusion of the TRA's handling of Consumer Dispute, the TRA may direct a Licensee to undertake any remedy deemed reasonable and appropriate by the TRA.
- 14.11.6 The TRA's Consumer Dispute procedures are set out in Annex 1 to these Regulations.

## 15 Audit of Billing Systems

- 15.1 The Licensees shall audit their respective billing systems and submit signed audit reports to the TRA at such intervals as the TRA will specify separately to each Licensee.

## 16 Marketing Communications and Practices

### Truthfulness

- 16.1 No marketing communications or practice shall, or be likely to, mislead or deceive Consumers by inaccuracy, exaggeration, omission or otherwise.
- 16.2 Licensees shall not make claims about their own or another Licensee's services, market position or status that are untrue or unsubstantiated. Examples include untrue or unsubstantiated claims that any Licensee is the market leader, the preferred provider, the only provider or 'the' national service provider.
- 16.3 Any footnotes or disclaimers in marketing communications or practices shall be readily visible and legible, audibly apparent and understandable and shall not



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contradict, materially qualify or otherwise alter the basis of the communication or practice.

16.4 In the event that any statement made by a Licensee is misquoted in the media to the extent that the misquote does, or may, result in an apparent breach of these Regulations, the Licensee shall take reasonable steps to procure a retraction or correction of the misquoted statement(s) in the same medium in which the erroneous statement(s) was/were published.

Substantiation

16.5 Licensees shall hold documentary evidence to prove all claims made in marketing communications and practices, whether direct or implied. Licensees shall retain such evidence for a period of one year after the cessation of the relevant marketing communication or practice.

Legality

16.6 Marketing communications and practices shall comply with the laws of the UAE and shall not encourage anyone to engage in unlawful or immoral behaviour.

Harm and Offence

16.7 The social, cultural, moral and religious values that apply generally within the UAE shall be applied to all marketing communications and practices so as to provide adequate protection for members of the public from the exposure to harmful and/or offensive material. Marketing communications and practices shall not induce, encourage or validate any behaviour that is inconsistent with the social, cultural, moral or religious values which apply generally within the UAE. Material which is generally not acceptable includes, but is not limited to, offensive language, violence, sex, nudity, sexual violence, humiliation, violation of human dignity, discriminatory treatment or language, derogatory treatment of religious subjects and values, with particular regard to the sensitivities of Islam, and the use of drugs, alcohol and tobacco.

Safety

16.8 Marketing communications and practices shall not condone or encourage unsafe practices or behaviours.



### Children

16.9 Marketing communications and practices aimed at children shall take into account their special sensitivities and sensibilities and shall avoid undue or exploitative pressure.

### Non-Exploitation of Consumers

16.10 Marketing communications and practices shall not exploit the credulity, lack of knowledge or inexperience of Consumers.

16.11 Marketing communications and practices shall not take advantage of any individual or group of Consumers that is particularly vulnerable because of age, language barrier, physical or mental infirmity or any other relevant vulnerability of the individual or group of Consumers.

### Reference to Individuals

16.12 Marketing communications and practices shall not portray or refer to any person (whether a real person, or a legal person), in an adverse or offensive way.

### Testimonials and Endorsements

16.13 Testimonials and endorsements, or edited portions thereof, shall be clear, accurate and documented, and shall be clearly identifiable as representing the opinion of the individual or entity issuing the statement or expressing the position. If the individual or entity is being compensated for the testimonial and/or endorsement, this shall be clearly stated in all materials featuring the testimonial and/or endorsement where it is reasonably necessary for the Consumer to discern that the testimonial or endorsement is an advertisement for which the individual or entity has been compensated.

### Prices, Services, Terms and Conditions and Comparative Claims

16.14 References to prices, services, terms and conditions, or comparisons thereof, shall be clear and transparent and shall not mislead or deceive or be likely to mislead or deceive consumers. If it is not practical, for valid reasons, to include the details of all prices, terms and conditions in the respective marketing communication or practice, then an explanation of the means and manner of





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accessing full information shall be included in the particular marketing communication.

16.15 New or changed prices or services shall not be announced or otherwise referred to in any marketing communication or practice unless such price or service is in accordance with the TRA's Regulatory Framework in effect at the time.

16.16 The term "free", shall not be used in any marketing or communications practice unless:

- (a) it is used in relation to an offer which involves no monetary obligation whatsoever; or
- (b) the only obligation is to pay shipping and/or handling charges and these charges do not exceed the reasonable retail price for the actual handling, transport or delivery of the product or service; or
- (c) it is used in conjunction with the purchase of a separate product or service, provided the price of the accompanying product or service has not been increased in concurrence with its inclusion in the offer.

16.17 The provisions of 16.16 do not apply to the accurate descriptions of bundled services or elements of a bundled service. For example the use of phrases such as: "the price of the plan includes xx *free* SMSs per month", or "the price of the plan includes xx Mb/Gb of *free* data usage per month" would be acceptable provided always that such details are true and accurate.

16.18 Comparative claims shall be clear and fair. Such claims shall objectively compare one or more material, relevant, verifiable and representative feature of those services, which are the subject of the comparison.

16.19 If a reference or comparison is only valid in limited circumstances, for example, if the user calls at a particular time of day, during a limited period or to a particular country, then this limitation shall be clearly stated in all materials featuring the comparison. If it is not practical, for valid reasons, to include the details of all prices, terms and conditions in the respective marketing communication or practice, then an explanation of the means and manner of accessing full information shall be included in all materials featuring the comparison.

16.20 If a marketing communication or practice compares prices with different charging mechanisms, the difference shall be clearly explained in all materials featuring the comparison.



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16.21 Comparative claims shall not be presented in a manner which creates, or is likely to create confusion between Licensees or their respective services, trade marks, trade names or other distinguishing marks.

Imitation

16.22 No marketing communication shall so closely resemble a marketing communication previously issued by another Licensee in respect to the general layout, text, slogan, visual appearance or audio characteristics that the resemblance will, or be likely to, mislead, confuse or deceive consumers.

16.23 If marketing communications make reference to other Licensees and/or their respective services, the referencing Licensee shall not present their own services as imitations or replicas of services bearing a protected trademark or trade name of the referenced Licensee.

Denigration of Competition

16.24 Marketing communications and practices shall not discredit or denigrate the services, trademarks, trade names, other distinguishing marks, activities or circumstances of other Licensees.

Harassment or Coercion

16.25 Marketing communications and practices shall not be unduly intrusive or coercive and shall not harass or be likely to harass Consumers. Some factors that may be considered in making such a determination include the timing, nature and persistence of the marketing communication or practice.

Prize Promotions

16.26 Prize promotions shall clearly state any conditions and costs of entry and any other factors likely to influence Consumers' decisions or understanding of the promotion. If it is not practical, for valid reasons, to include all such details in the respective marketing communication or practice, then the means and manner of accessing full information shall be included in all materials featuring the prize promotion.



### Solicitation of Customers of other Licensees

16.27 Licensees shall not use marketing communications or practices to entice customers of another Licensee to switch to their services in a misleading, confusing or deceptive manner.

16.28 In all cases, Licensees shall not switch customers of another Licensee to their own services without the customer's informed and prior express consent.

### **17 Publication of Regulations**

17.1 The TRA will publish these Regulations in full on its website.

### **18 Effective date**

18.1 These Regulations come into force on the date they are first published on the TRA's website.



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# Consumer Protection Regulations

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## ANNEXE 1 THE TRA'S CONSUMER DISPUTE PROCEDURE

Version 1.0

Issue Date: 30 January 2014

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Telecommunications Regulatory Authority (TRA)  
P O Box 26662, Abu Dhabi, United Arab Emirates (UAE)  
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## CONSUMER PROTECTION REGULATIONS

### ANNEXE 1

## THE TRA’S CONSUMER DISPUTE PROCEDURE

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## 1 Introduction

1.1 The TRA’s Consumer Protection Regulations, Version 1.0, dated [31 December 2013] defines a Consumer Dispute as:

*any correspondence or communication accepted by the TRA from a Consumer displaying dissatisfaction or grievance on the outcome of a Consumer Complaint or on matters within the scope of a Licensee’s business*

and article 14.11.1 of those Regulations provides:

*Generally, the TRA will handle Consumer Disputes only after a Consumer Complaint has been handled by a Licensee as specified in these Regulations and then within three (3) months of the last handling date by the relevant Licensee. However, at its discretion, the TRA may accept Consumer Disputes at any time*

1.2 The foregoing implies that in the first instance, a Consumer who is dissatisfied with the services provided by a Licence should, in the first instance, raise the matter with the concerned Licence in accordance with that Licensee’s Consumer Complaint procedures.

1.3 In the event that the Licensee fails to resolve the matter to the satisfaction of the Consumer the matter may be escalated to the TRA for resolution under the TRA’s Consumer Dispute procedures. This document provides full details of the TRA’s Consumer Dispute procedures.



## Consumer Protection Regulations: Annexe 1 – The TRA’s Consumer Dispute Procedure

### 2 Consumer Dispute Procedure

- 2.1 Any Consumer who has submitted a Consumer Complaint to a Licensee and is dissatisfied with the manner in which the Licensee handled the Consumer Complaint, including the outcome of that process, may submit a Consumer Dispute to the TRA.
- 2.2 The TRA will assess the Consumer Dispute, and if the TRA considers the submission to be complete and appropriate the TRA will correspond with the concerned Licensee on behalf of the Consumer.
- 2.3 The TRA will not accept Consumer Disputes, which in the reasonable opinion of the TRA, are incomplete, frivolous, capricious, or a simply designed to damage the interests and good name of a Licensee.
- 2.4 Preparation of the Consumer Dispute
  - 2.4.1 The person submitting the Consumer Dispute, must provide the following information and documents to the TRA:
    - (a) The name, address and contact details (phone and email) of the Consumer;
    - (b) The Licensees complaint reference number, and the Consumer’s account number;
    - (c) Copies of personal identification documents: UAE ID card, or passport;
    - (d) A written description of the dispute
    - (e) Copies of all correspondence with the Licensee; and
    - (f) A written authorisation or power of attorney, if the person submitting the complaint is not the Consumer/account holder,
- 2.5 Review and acceptance of the Consumer Dispute
  - 2.5.1 The TRA will conduct an initial assessment of the Consumer Dispute. In particular the TRA will be concerned to check that the dispute is genuine and that the submission is complete.
  - 2.5.2 If the TRA does not accept the Consumer Dispute, the person submitting the dispute will be notified immediately, and the TRA will consider the case to be closed.
- 2.6 Correspondence with the concerned Licensee
  - 2.6.1 The TRA will submit a copy of the Consumer Dispute to the concerned Licensee, together with a covering letter and any instructions to, or questions of, the Licensee that the TRA may see fit to make or raise.





## Consumer Protection Regulations: Annexe 1 – The TRA’s Consumer Dispute Procedure

- 2.6.2 The TRA will set a deadline for the Licensee to investigate and respond to the Consumer Dispute. The deadline will generally be 15 working days.
  - 2.6.3 Licensees shall use their best endeavours to close the dispute by the set deadline. In the event that the Licensee requires a longer period of time to process the Consumer Dispute, then the Licensee shall make a written request for an extension.
- 2.7 Review of the Licensee’s response to the Consumer Dispute
- 2.7.1 The TRA will carefully review the Licensee’s response to the Consumer Dispute and in the event that the TRA is not satisfied with the actions taken by the Licensee, or with the Licensee’s response the TRA will provide further instructions to the Licensee.
  - 2.7.2 When the TRA is satisfied with the actions and response of the Licensee, the TRA will inform the Consumer of the outcome and if the Consumer is satisfied, the TRA will close the case.
  - 2.7.3 In the event that Consumer is not satisfied with the outcome, the TRA may reopen the case and submit further instructions to the Licensee.
- 2.8 Communications with the Consumer
- 2.8.1 The TRA will use its best endeavours to keep Consumers informed as to the status and progress of any Consumer Dispute submitted to the TRA.



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# Consumer Protection Regulations

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## ANNEXE 2 COMPLAINTS REGARDING MARKETING AND COMMUNICATIONS PRACTICES

Version 1.0

Issue Date: 30 January 2014

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## CONSUMER PROTECTION REGULATIONS

### ANNEXE 2

## COMPLAINTS REGARDING MARKETING AND COMMUNICATIONS PRACTICES

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## 1 Introduction

- 1.1 As competition in the telecommunications sector grows, the TRA anticipates a healthy degree of competition between Licensees in their marketing and communications practices. However, the TRA does not anticipate nor condone violations of the provisions of the Consumer Protection Regulations V1.0, dated [dd mmm 2011] and any successors thereto.
- 1.2 Any Licensee which believes that another Licensee's marketing and communications practices are in violation of the Consumer Protection Regulations may submit a complaint to the TRA in accordance with the procedures set out herein.
- 1.3 In the event that the TRA accepts a complaint regarding the marketing and communications practices of a Licensee, the TRA will inform that Licensee immediately and invite that Licensee to make representations in its defence.

## 2 Complaint Procedure

### 2.1 Preparation and submission of Complaint

2.1.1 The Complainant shall prepare a fully documented complaint to include, as a minimum:

- (a) The name, address and contact details of the Complainant;
- (b) A description of the complaint;
- (c) A description of the alleged damage caused by the alleged violation;
- (d) Specific references to the provisions of the Consumer Protection Regulation together with a narrative as to why, in the opinion of the complainant, those provisions have been breached;
- (e) All relevant supporting information including photographs, documents, scans, photocopies, videos as appropriate.<sup>1</sup> The complainant may not submit general references or descriptions in the hope that the TRA will know what the complainant is referring to.

*Noting the provisions of sub-article 2.2.6, the Complainant may wish to redact certain confidential information in the documented complaint. In which case, it is the responsibility of the Complainant to submit two versions of the complaint:*

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<sup>1</sup> In circumstances where a complaint is regarding a specific advertisement, it is essential that a legible clear copy of the particular advertisement is provided in support of the complaint.



**Consumer Protection Regulations: Annexe 2 – Complaints regarding Marketing and Communications Practices**

- *a confidential version – to be marked “Confidential – for TRA use only”. The confidential version shall highlight, but not render unreadable, any information which the Complainant considers to be confidential; and*
- *a redacted version – to be marked “Redacted –to be shared with xxxxxxxx”. It is the responsibility of the complainant to ensure that all such confidential information is rendered unreadable.*

2.1.2 The complainant may submit the complaint at any of the TRA’s official points of contact.

2.1.3 The TRA will acknowledge receipt of the complaint.

**2.2 Review and acceptance of the Complaint**

2.2.1 It is accepted wisdom that a marketing message may mean different things to different people. This is particularly true when considering the context in which the marketing message is viewed. One Licensee reviewing the marketing messages of another Licensee is likely to view the marketing message more narrowly and critically than the average person in the street. Thus, the TRA recognises that this is an imperfect science. Nonetheless, the TRA will at all times strive to be balanced and impartial in its review of complaints submitted under this procedure.

2.2.2 In the first instance, the TRA will assemble committee of at least five members of TRA’s staff, drawn from different disciplines. The object of forming such committee is to view the complaint from various perspectives and to obtain the most balanced view possible.

2.2.3 Any complaint which, in the majority opinion of the committee, is incomplete, frivolous or capricious, or is simply designed to damage the interests, standing and good name of a Licensee will be rejected immediately and the complainant will be notified accordingly.

2.2.4 Having reviewed all of the submitted material, each committee member will be asked his/her opinion on the complaint and whether he/she believe that there is, or may be, a violation of the Consumer Protection Regulations. The Committee will vote, by simple majority, as to whether or not the TRA should accept or reject the complaint. The majority vote will prevail.

2.2.5 In the event that the committee votes to reject the complaint, the complainant will be notified accordingly and the TRA will consider the matter closed.

2.2.6 In the event that the committee votes to accept the complaint, the Licensee being the subject of the complaint will be notified



immediately and a full copy of the complaint (redacted if appropriate) will be provided to that Licensee. The Licensee will be invited to make representations and provide submissions in its defence. The licensee shall be given a period of five [5] working days to provide such submissions.

### 2.3 Analysis of the Complaint

2.3.1 Having accepted the complaint, the TRA will wait for the stipulated time for the Licensee referenced in 2.2.6 above to make its submissions. If the Licensee fails to make a submission within the stipulated time, the TRA will proceed without further reference to that Licensee.

2.3.2 During the analysis of the complaint, the TRA may provide specific instructions to any Licensee. Such instructions may include an order to temporarily desist in repeating the particular marketing communication or practice or any other initial remedy that the TRA considers to be appropriate under the circumstances.

2.3.3 The TRA committee will analyse the full details of the complaint and any representations submitted by the Licensee who is alleged to be in breach of the Consumer Protection Regulations. The committee will work with open-mind and in an impartial manner and will consider such questions as:

- (a) The standing of the complainant and the likely perspective in which the complainant views the market communication or practice being the subject of the complaint;
- (b) The submissions of the Licensee against whom the complaint is made;
- (c) The perspective(s) in which Consumers are likely to view the particular marketing or communications practice and the message that is likely to be given to consumers;
- (d) The probability that an average consumer would be misled or confused by the marketing or communications practice;
- (e) The truthfulness of the marketing or communications practice;
- (f) The likely effect of the marketing or communications practice on Consumers and/or the likely effect on competition in the relevant market;
- (g) The likely damage caused by the marketing or communications practice on Consumers and/or the complainant.

2.3.4 The committee shall use such tools, systems, procedures and methods, as it feels appropriate in the analysis of the complaint. This may include but is not limited to taking opinion polls, taking external



## Consumer Protection Regulations: Annexe 2 – Complaints regarding Marketing and Communications Practices

advice, or requesting further details from the complainant or any Licensee.

2.3.5 The TRA will use its best endeavours to reach a decision within three [3] working days of receiving all input. It is noted here that the time-scale will be heavily influenced by the nature and complexity of the case and whether the committee required further input from external parties.

2.3.6 During the analysis of the complaint the complainant and the concerned Licensee shall make all reasonable efforts to assist the analysis as instructed and required by the TRA. It may be detrimental to the interests of a party if that party fails to provide such assistance as the TRA might reasonably request.

### **3 Reporting the outcome**

3.1 The TRA will provide a report of its analysis. The said report will be in writing and will record the TRA's decision and the reasons for making that decision. The report will be provided to the complainant and the concerned Licensee and a copy of the decision will be published on the TRA's website.

3.2 The TRA reserves the right to imposes any sanction, or order any remedy that the TRA considers to be appropriate and in accordance with the TRA's Regulatory Framework in the event that the TRA determines that a Licensee has violated the provisions of the Consumer Protection Regulations.