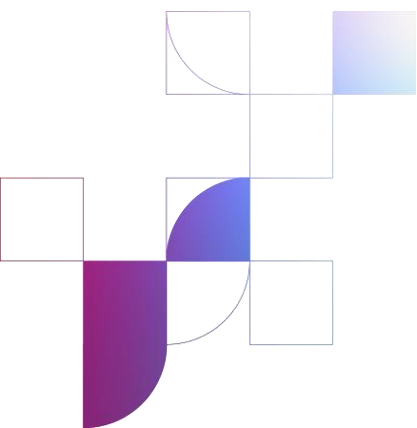


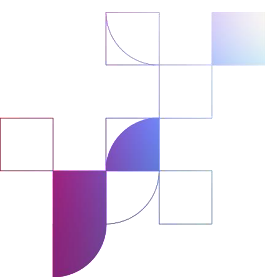
BEREC Report on Switching and Termination of contracts



2 June 2026

Content

EXECUTIVE SUMMARY	2
INTRODUCTION.....	3
Context and background	3
Preparation, structure and objectives of this report.....	4
1. SWITCHING AND PORTING PROCEDURES	5
1.1 Legal and regulatory basis.....	5
1.2 Scope of Services & Numbers	6
1.3 Initiation of the switching/porting process.....	7
1.4 End-User verification and consent	9
1.4.1 Identity verification	9
1.4.2 Consent collection.....	10
1.5 Re-portability in cases of unauthorised porting.....	10
1.6 Provider cooperation	11
1.7 Bundles and terminal equipment	14
1.8 Deadlines, delays & cancellations	15
2. DISINCENTIVES TO PROVIDER SWITCHING OR NUMBER PORTABILITY	17
2.1 Contractual disincentives.....	17
2.1.1 Contract duration	18
2.1.2 Notice period and contract termination in the context of switching service providers	19
2.1.3 In-contract indexation price increase.....	20
2.1.4. Specific issues regarding bundles	21
2.1.5. Other contractual disincentives	22
2.2 Procedural/Provider-related disincentives	23
2.2.1 Win-back activity (Save activity).....	23
2.2.2 Switching fees and double-billing.....	25
2.2.3 Other procedural/provider-related disincentives	26
2.3 Technical disincentives	26
2.3.1 Device and eSIM unlocking	27
2.3.2 In-vehicle connectivity and switching.....	29
2.3.3 Other practices regarding terminal equipment.....	30
2.4 Behavioural factors discouraging switching.....	30
2.5 Identified malpractices	31
2.6 Common complaints relating to switching	32
3. END-USER RIGHTS IN SWITCHING AND PORTING PROCESSES	34
3.1 Right to switch in general	34
3.1.1. Termination of bundles with terminal equipment	34
3.2 Right to port.....	34
3.2.1 Regulatory measures.....	35
3.2.2 Technical issues.....	35
3.3 Right to compensation.....	36
3.3.1 Scope of compensation.....	36
3.3.2 Legal basis for compensations.....	37
3.3.3 Calculation of compensation.....	37
3.3.4. Exceptions to compensation	38
3.4 Dispute resolution competence.....	38
3.5. Service loss during switching.....	39
3.6 Termination of contract (via switching or porting) with regard to the phase out of legacy technologies	39
CONCLUSION	39



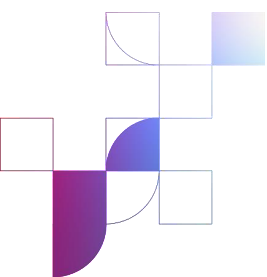
EXECUTIVE SUMMARY

The switching process is a key element in the market for ensuring effective competition in a competitive environment. The efficiency and transparency of the process are paramount, together with the level of trust end users place in it. Only when end users have confidence in the switching procedure will they fully benefit from it, thereby enabling effective market competition, which ultimately serves their interests through potential price reductions and eventually better quality of service.

This project builds on a continuity of the work done by BEREC in 2018, resulting in a report that collated information from NRAs on the approaches to switching across different communications services (BoR (19) 27). Additionally, the switching of the providers was also addressed in other BEREC projects, such as the BEREC workshops on end-user rights (in 2022 and 2024), as well as in the BEREC Opinion under Article 123 of the European Electronic Communications Code (BoR (24) 180).

The data collected for this report shows that while the regulatory framework has been implemented efficiently, certain specific challenges remain, particularly in relation to disincentives encountered during the switching process. Differences in implementation across Member States are also evident; however, these do not necessarily indicate a lack of harmonisation. It is important to highlight the specific circumstances of each Member State as well as the end-users' expectations and behaviours, which may vary. This highlights the need for a degree of flexibility that enables Member States to respond swiftly and effectively to practical challenges that may arise, considering their specific national conditions. In some cases, it can be observed that there are specific areas that require further consideration, but these assessments are not part of this report.

The result of this report shows the various data that have an impact on the process of provider switching and terminating contracts, which will serve to better inform end users, operators and NRAs as they evaluate how they might maintain and enhance awareness of end-users' ability to exercise choice and to seek the electronic communications products/services that best suit their preferences and needs.



INTRODUCTION

Context and background

The Body of European Regulators for Electronic Communications (BEREC) Strategy 2021-2025 sets out “Empowering end users” as one of its high-level strategic priorities. In this regard, BEREC focuses on promoting consumer choice and empowerment by developing policies that assist consumers in making better-informed choices and ensure access to electronic communications services for all.

The importance of securing consumer choice as a driving force for the development of the market for electronic communication is receiving renewed attention within the European Union (EU) in relation to several areas of consumer regulation. Consumer awareness through transparency and the ability to exercise choice are cornerstones on which large parts of the EU regulation on consumer protection are built upon: All consumers have the right to choose their service provider at any time. Also, it is necessary to take into account that the ability and willingness of consumers to terminate a contract or to switch between service providers is critically important in promoting competition in retail markets.

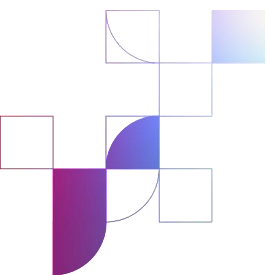
This project builds on a continuity of the work done by BEREC in 2018, resulting in a report that collated information from NRAs on the approaches to switching across different communications services (BoR (19) 27).

Afterwards, in November 2022, a joint workshop was organised between BEREC and the European Consumer Organisation (BEUC), where, among other things, the switching process was discussed, which also considers the procedure for terminating the contract with the existing operator.

Furthermore, for this report it is important to note that according to Article 123 of the Directive 2018/1972, which established the European Electronic Communications Code (EECC), a specific review procedure on end-user rights is introduced, where BEREC publishes an Opinion on the market and technological developments regarding the different types of electronic communications services (ECS), assessing to what extent Title III of Part III meets the objectives set out in Article 3 of the EECC¹. BEREC published Opinion on Article 123 in December 2024², in which one part of the Opinion covered the switching process and contract termination as one of the important factors in ensuring a high level of end-user protection and effective market competition. Various challenges were identified, especially while assessing the impact on trends and developments on end users' rights under Article 123 of the EECC. These challenges are related to service interruption, compensation for delays and loss of service, together with problems in switching bundled services. Determining what the problems

¹ The European Commission, taking utmost account of the BEREC Opinion, is required to publish a Report on the application of Title III of Part III (on end-user rights) and submit a legislative proposal to amend that Title where it considers this to be necessary to ensure that the general objectives set out in Article 3 of the EECC continue to be met.

² BoR (24) 180.



are among Member States (MS), bearing in mind the provisions of the EECC, allows stakeholders to consider existing solutions among MS.

Conclusions from the data received from Member States showed that there is room for improvements in order to achieve enhanced transparency and efficiency.

In preparation of the Opinion³, a workshop on end-user rights was held on April 9, 2024. The workshop served as an important part by collecting diverse perspectives and expert opinions directly from NRAs, end-user associations, and stakeholders, fostering a collaborative environment where industry insights and concerns can be discussed, contributing to a more informed and balanced opinion on Article 123 of the EECC. The summary report of the Workshop was published in October 2024⁴.

Preparation, structure and objectives of this report

The report focuses on the national implementation of the measures provided for by Article 106, with an interplay with Articles 105 and 107 of the EECC, and among other things, covers issues related to the details and the timing of the switching and porting processes, porting failures and switching processes for bundles.

For the purposes of drafting this report, a comprehensive questionnaire was prepared, and responses were received from 30 NRAs.

The report itself is divided into three main sections. The first section examines the switching and porting processes, including their implementation and all the actions required for completing those processes. The second section considers the main disincentives and challenges identified in relation to the switching/porting procedures and terminating contracts. The final section addresses the specific end users' rights in the context of the switching and porting process.

Although the purpose of this report is not to present a separate BEREC opinion on the received results, its data can provide valuable insights into the current state of switching and contract termination processes. These insights may serve as guidance for future regulatory actions, improvements in practice, and identification of circumstances that require particular attention.

This draft BEREC report was launched for public consultation in December 2025⁵ to gather stakeholders' comments and observations on the content. 9 contributions were received during the public consultation. BEREC appreciates positive stakeholders' feedback on the Report and considerations on the subject matter. Due to this, some editorial remarks were introduced in the text; however, no substantial changes were made.

³ BoR (24) 180.

⁴ BoR (24) 140.

⁵ Until 30 January 2026.



1. SWITCHING AND PORTING PROCEDURES

1.1 Legal and regulatory basis

Article 106 of the EECC requires MS to establish very similar rules for two closely related but distinct processes: (i) the switching of Internet Access Services (IAS) and (ii) number portability. Both processes pursue the same objective of facilitating the change of provider by end-users under equivalent conditions, while ensuring legal certainty and enforceability (Recitals 277 to 282 of the EECC).

Regarding IAS, Article 106(1) of the EECC establishes obligations that govern the switching of IAS between providers, including when provided as part of a bundle, as per Article 107(1), which will be referred to as the switching process throughout the document.

On the other hand, number portability is foreseen in Article 106(2) of the EECC and refers to the change of providers while maintaining the same telephone number, which will be referred to as porting or the number portability process.

IAS switching, in both mobile networks and fixed, may also be associated with number portability. The mechanism of number portability has been implemented in all MS for many years and represents the first regulated form of switching in the electronic communications sector.

All National regulatory authorities (NRAs) confirmed that Article 106 of the EECC has been transposed into national law, although the type of legal instrument and the level of procedural development vary across jurisdictions.

In the majority of MS, switching and portability provisions are embedded in primary legislation or/and in binding regulatory decisions of the NRA.

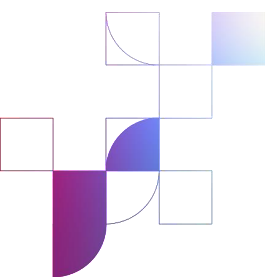
By contrast, in a smaller number of countries, the framework relies mainly on industry practice or co-regulatory arrangements operating under NRA supervision. This is the case, for instance, of DE and IE, where the switching process is governed by self-regulatory or voluntary mechanisms supported by the NRA.

BEREC observes that while number portability is fully implemented across all EU Member States, the regulation of IAS switching remains uneven. In some cases, while Article 106 EECC is fully transposed and in force, NRAs are in the process of adopting further regulations aiming at facilitating the switching process for end-users⁶. This reflects the ongoing transition from traditional, number-based portability mechanisms to an IAS switching procedures envisaged under Article 106(1) of the EECC. By contrast, several non-EU NRAs⁷ reported having already implemented IAS switching for broadband services.

Overall, while Article 106 of the EECC has been formally transposed across all MS, differences in legal instruments and levels of certainty suggest that the effectiveness of these rules may

⁶ E.g. PT

⁷ IS, ME, NO



depend as much on their enforcement mechanisms as on their legal form. The next subsection takes into consideration how these rules are applied in practice with regard to the scope of services covered.

1.2 Scope of Services & Numbers

A. IAS Switching

Article 106(1) of the EECC establishes that switching obligations apply to IAS, including when provided as part of a bundle, as per Article 107(1) of the EECC. The purpose of IAS switching is to ensure continuity of IAS when an end-user changes provider, regardless of the underlying technology.

BEREC observes that practical implementation of IAS switching remains uneven, reflecting differences in enforcement measures and operational coordination among providers.

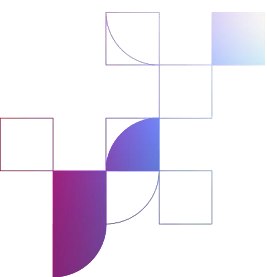
Both fixed and mobile IAS fall within the scope of Article 106(1) EECC on IAS switching processes, and bundled offers are included as per Article 107(1) of the EECC. Nevertheless, the effective application of cross-technology switching, for instance, between copper, fibre, cable or mobile access, is not specifically regulated in most jurisdictions, according to NRA responses.

Some NRAs noted that switching remains limited to the same infrastructure or access to technology, whereas others indicated that national frameworks are being gradually adapted to reflect new fibre and IP-based networks. Several NRAs underlined that technical arrangements and cooperation among providers play a decisive role in ensuring the effectiveness of switching procedures and in safeguarding a consistent end-user experience.

In summary, IAS switching covers both fixed and mobile access services, including bundled offers, but the extent of cross-technology implementation (e.g. copper to fibre, or other changes in the access network) continues to vary considerably. The overall picture confirms that Article 106(1) of the EECC has been transposed in all MS, yet operational implementation remains at different stages of maturity, particularly where coordination mechanisms between providers and technologies are still evolving.

B. Number Portability Scope

Number portability obligations derive from Article 106(2) of the EECC, which ensures that all end-users with numbers from the national numbering plan have the right, upon request, to retain their numbers when switching providers, independently of the undertaking providing the service. These obligations apply solely to ECSs using numbers from the national numbering plan. All NRAs confirmed that geographic and mobile numbers are portable in all MS, reflecting long-standing harmonisation in this area. By contrast, the treatment of other non-geographic, nomadic VoIP and M2M numbering ranges remains inconsistent across MS.



Several NRAs⁸ reported having extended portability to certain non-geographic numbers other than mobile, or to VoIP ranges. Conversely, in other MS⁹, portability is limited to geographic and mobile numbers, with freephone, premium-rate and M2M services excluded from current obligations. Even in MS¹⁰ where legislation formally allows portability for all numbering categories, the practical implementation remains focused on voice-related ranges.

Most NRAs also indicated that special-rate numbers (e.g. short codes, free phone or premium-rate services) are excluded from portability obligations, as they are typically assigned to services rather than to individual end-users.

Overall, number portability is fully operational for fixed and mobile services in all Member States, but its extension to other non-geographic, nomadic or emerging numbering categories remains partial and uneven.

1.3 Initiation of the switching/porting process

Article 106(6) of the EECC establishes that, during both IAS switching and number portability, the receiving provider shall lead the switching and porting processes. This provision, reinforced by Recital 281 of the EECC, defines the receiving-provider lead principle, ensuring a *one-stop-shop* experience that allows end-users to change providers under equivalent conditions and without unnecessary administrative burden.

Before analysing how the switching and porting processes are initiated, BEREC observes from the data collected that many NRAs reported having undertaken communication and information campaigns to inform end-users about their switching and portability rights. For IAS switching and number portability, a number of NRAs¹¹ reported having published explanatory materials or online campaigns clarifying the steps of the process and the role of the receiving provider.

Channels for initiating the process

NRAs reported that both IAS switching and number portability can be initiated through identical channels, typically in-store, by phone, in writing and online. In some jurisdictions¹² initiation practices follow a standard multi-channel framework.

However, some NRAs reported limited variations in the channels used to initiate the IAS switching and/or porting process. In SI and RS, initiation of the IAS switching relies mainly on written or in-store requests, while allowing an additional online option for portability. IT applies a consistent three-channel model (in-store, by phone and online) for both switching and

⁸ DK, ES, FI, IT, MT, NL, PL, PT, SE

⁹ FR, DE, GR, HU, CY, RS

¹⁰ IE, SI

¹¹ From BE, CZ, FR, EE, ES, IE, IT, MT, NL, PT, SI.

¹² CZ, EE, ES, DE, FR, NO, PT



porting, providing a uniform end-user experience. The information regarding IE, NL and PT suggests that initiation practices may differ between providers or depend on the ECS type¹³.

Other NRAs¹⁴ have reported that their MS introduced digital initiation procedures that enable end-users to submit switching or porting requests electronically via the receiving provider's web portal or application. These channels, often supported by national e-ID systems or authorisation codes, enhance security, reduce administrative burden and minimise the risk of fraudulent or erroneous transfers.

For IAS switching, available evidence is more limited. NO and SE confirm that stand-alone IAS switching can be initiated through any of the standard channels, in-store, by phone, in writing or online, led by the receiving provider. SI reports that IAS switching continues to be initiated mainly in writing or in-store, with online initiation reserved for processes involving number portability.

Overall, NRAs confirm a consistent trend towards a unified, multi-channel approach for initiating switching and porting processes.

The receiving-provider lead principle

NRAs confirm that both IAS switching and number portability are organised under the receiving-provider lead principle, meaning that the end-user interacts mainly with the receiving provider, who manages the entire process on their behalf. This means that, in practice, end-users are not required to contact the transferring provider to terminate their contract, as termination occurs automatically once the switch or port is completed¹⁵.

By contrast, two NRAs¹⁶ reported that the switching or porting process is still initiated through the transferring provider.

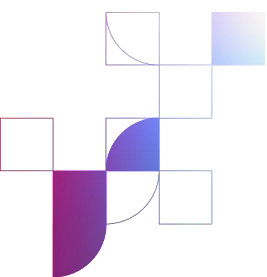
By contrast, evidence on IAS switching remains very limited as the practical experience of switching is still at an early stage across the EU/EEA.

¹³ In the case of PT, this NRA explained that IAS switching process may be initiated through any of the channels available for contracting with the receiving provider (which may include in-store, through the phone or in writing). As for number portability, the end-user reaches out to the receiving provider through various means, such as, by phone, in writing or going to the store.

¹⁴ FR, SE

¹⁵ Although end-users interact solely with the receiving provider, some NRAs, such as ANACOM, CNMC, ECA, UKE, ANCOM and SPRK, reported that *technical coordination between the receiving and the transferring provider remains necessary* to execute IAS switching and/or number portability and ensure the proper transfer of numbering resources between networks. This coordination is purely operational and does not affect the one-stop-shop interaction between the end-user and the receiving provider. In addition, PTS reported that end-users may still choose to contact the transferring provider, for instance to avoid double billing during the notice period or when they are bound by a contractual commitment. For fixed IAS switching, coordination with the transferring provider may therefore remain more common. In very similar way, UKE indicated that the receiving provider initiates the process, but end-users must also contact the transferring provider to terminate their previous contract or avoid double billing.

¹⁶ In CZ, the switching process is initiated through the transferring provider, whereas number porting is initiated with the receiving provider. Due to legacy administrative arrangements, certain fixed and business services continue to be initiated via the transferring provider in NL, while mobile portability is already organised under a gaining-provider-led model.



Overall, NRAs confirmed that the receiving-provider lead principle is now the prevailing model across the EU regarding IAS switching and number portability. End-users usually contact only the receiving provider, who manages the entire process on their behalf. Coordination between providers ensures a smooth and secure transfer of services and numbering resources, while digital initiation options are gradually expanding and further enhancing user convenience.

1.4 End-User verification and consent

Article 106(6) of the EEC requires that switching and number porting processes are based on the explicit consent of the end-user.

Accordingly, end-user identity verification systems or procedures must ensure and demonstrate that the end-user's explicit consent has been validly obtained, thereby contributing to the prevention of slamming. All NRAs confirmed the existence of safeguards, but the specific methods differ considerably across MS. For clarity, the practices can be divided into two main blocks: Identity verification and consent collection.

1.4.1 Identity verification

Firstly, ECS providers must ensure that the end user requesting the switch or port is indeed the legitimate subscriber (or may act in the name of the legitimate subscriber as a representative). Across MS, this identity check is carried out through a range of mechanisms, which can be grouped into five main categories (which are not mutually exclusive):

- Official identification: Four NRAs¹⁷ reported using official identification;
- Billing data verification: in some MS¹⁸, ECS providers verify the identity of the end-user through existing billing data (e.g. customer number, postal code). According to the data, other MS also use billing information as a secondary check, combined with other safeguards.
- Authorisation codes: FR reported that end-users must provide a *Relevé d'Identité Opérateur (RIO)* code issued by the transferring provider;
- Third-party verification: In ES, distance sales (mainly telephone portability application) must be confirmed by a third-party verification entity, ensuring independent validation of consumer consent;
- Digital e-ID solutions: In EE and FI, national e-ID systems or qualified electronic signatures are used to confirm identity. Other NRAs reported the use of IT-based methods, such as two-factor authentication by SMS or micro-payment validation.

¹⁷ IT, ES, MT, PT

¹⁸ NL, BE, IE, AT



1.4.2 Consent collection

Once the end-user's identity has been verified, NRAs reported diverse ways of collecting explicit consent for the switch or port:

- **Written Consent:** the general rule for collecting explicit end-user consent in IAS switching and number portability processes is the use of a formal written authorisation form, signed by the end-user either on paper or electronically. A number of MS¹⁹ follow this model, which remains the standard framework across the EU;
- **Multiple Channels:** several NRAs²⁰ reported also allowing consent to be provided through multiple channels, such as written forms, voice confirmation, email, SMS, web interfaces or point-of-sale validation;
- **Third-Party Verification (TPV):** As noted by ES, telephone sales require a TPV call, which serves both to validate the consumer's identity and to collect independent confirmation of consent. This verification is carried out by an independent entity.

Regardless of the methods used in each MS, almost all NRAs reported that providers are obliged to retain verifiable evidence of consent (signed forms, digital confirmations, recordings of TPV calls). This enables audit and enforcement in case of disputes.

1.5 Re-portability in cases of unauthorised porting²¹

Article 106(6) of the EEC explicitly prohibits switching or porting without the end-user's explicit consent. The objective is to prevent unauthorised IAS switching and/or porting numbers. When this requirement is not fulfilled, some NRAs intervene to ensure that the end-user's ECS and number are restored without unnecessary delay or cost.

NRAs reported different levels of regulation concerning the possibility of reversing a number porting process (*re-portability*) in cases where the end-user's number has been transferred without consent (*slamming*). Roughly, half of the responding NRAs have formally regulated procedures for re-portability, while others rely on complaint handling or cooperation between providers rather than a specific legal framework.

(a) Regulated re-portability frameworks

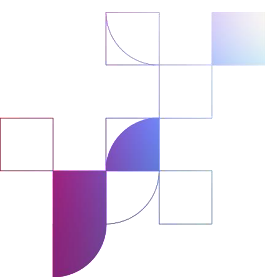
Some NRAs²² have complemented these safeguards with explicit provisions on re-portability, ensuring that when a number portability occurs without valid consent or authorisation from the end-user, the number is restored to the original provider once the absence of valid consent has been verified, typically by the transferring provider or the NRA. The receiving provider

¹⁹ CY, DE, GR, IT, MT, PT, SI.

²⁰ Including NL, LT, SI, ES, CZ, EE, IS, NO, PT, SE.

²¹ BEREC notes that, although Question 52 referred to "*unauthorised switching*", the vast majority of NRAs provided information concerning number portability cases, namely the restoration of a number following an unauthorised porting (*slamming*). No NRAs indicated that re-portability mechanisms exist for IAS switching processes.

²² HR, NL, PL, PT, SI.



bears the burden of demonstrating that consent was properly obtained, and the process must be completed swiftly and at no cost to the end-user.

(b) Unregulated or market-based re-portability

By contrast, several NRAs²³ reported that no specific re-portability mechanism is defined in the regulation. In these jurisdictions, restoration of the number after an unauthorised port depends on provider cooperation or consumer complaint procedures. However, some NRAs, such as FR and MT, reported that while there is no specific re-portability mechanism, preventive measures exist to block unauthorised porting before it occurs. Where unauthorised switching occurs, re-portability obligations in some MS provide an additional layer of protection by restoring the number back to the transferring (original) provider.

1.6 Provider cooperation

Article 106 (6) of the EEC obliges receiving and transferring providers to cooperate with each other in good faith to ensure continuity of service during number portability/switching processes. In practice, this cooperation is essential not only for the proper execution of the process, through the exchange of information, the use of common platforms or the application of objective and legally established reasons for rejecting portability requests, but also for the handling of incidents, such as rejections, delays or cancellations. These elements should be seen together, as part of the same cooperation framework, since the end-user trust depends on providers being able to work in a coordinated way throughout the entire cycle of the switching and porting process.

All NRAs reported that mechanisms for inter-provider communication are in place, but the organisational models differ substantially across the EU:

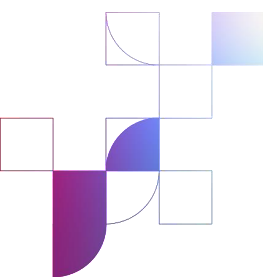
- NRA's centralised systems are understood as national single databases or platforms for portability and/or switching imposed or directly regulated by the NRA. Providers are required to use them under regulatory rules. These platforms usually ensure transparency, auditability and reduced error rates. Centralised systems are in place in some MS²⁴ for number portability. In these countries, the platforms are either directly managed by or operate under the authority of the NRA.
- Decentralised systems refer to arrangements without a national database where providers exchange information directly with each other on a bilateral or multilateral basis, typically following technical standards or industry agreements.

The model based on bilateral agreements was reported to be in place in 2 MS²⁵. While this model can be more flexible, these NRAs acknowledged risks of inconsistencies and longer resolution times in case of disputes.

²³ BE, DE, FI, FR, IE, LU, MT, SE.

²⁴ BE, ES, FR, HR, PT.

²⁵ BE (switching only), DE



On the other hand, in MT, a multilateral approach is adopted, governed by technical inter-provider standards which are established in Specification documents, under the oversight of the NRA, and where non-compliance or porting issues arise, these can be traced back to a specific party with relative ease.

- Industry-operated or hybrid systems are centralised databases or platforms that are managed by the industry (e.g. through an association or consortium of providers), but with indirect or informal NRA oversight, typically through approval or monitoring of the governing rules. Such systems exist in CZ, IE and LT (for number portability only).

In these models, participation is mandatory under regulatory rules, but day-to-day operation is performed by the industry. The NRA supervises compliance and ensures transparency, non-discrimination and auditability. These hybrid arrangements combine operational flexibility with regulatory safeguards and are generally regarded as effective and predictable.

As mentioned above, switching and number portability must ensure service continuity and be completed as soon as possible, with portability to be carried out within one working day from the date agreed with the end-user. Recital 281 of the EECR reinforces this obligation, underlining that the receiving provider shall lead the switching process in a one-stop-shop model and that any service loss must not exceed one working day.

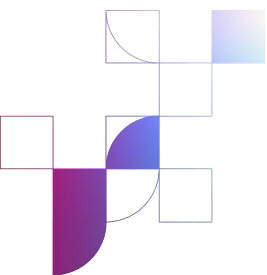
On this legal basis, MS have set up procedural frameworks on how portability requests are entered into national platforms or exchanged in decentralised systems, usually placing the responsibility on the receiving provider to upload the request within specific deadlines:

- In countries with centralised systems²⁶, the receiving provider is required to enter the portability request into the national database within a defined timeframe, often on the same working day the end-user gives consent. This ensures transparency, auditability and a clear chronological record of the request. In BE, a centralised platform is also used, but without a defined timeframe for the receiving provider: timers start only once the number is entered into the database, and they apply to the transferring provider only.

In some decentralised systems, such as in DE, there are no binding deadlines for uploading requests. Providers exchange information directly, provided that the final activation deadline is respected. While this model offers more flexibility, it was pointed out that it may also create inconsistencies in sequencing and disputes about responsibility for delays. On the other hand, where timeframes are established and overseen by the NRA, such as in MT, these issues are rarely encountered and are typically resolved efficiently.

- In industry-operated/hybrid approaches, deadlines and procedural steps are mandatory under NRA-approved rules, while the technical operation remains with the industry. These models are often considered more predictable, as they reduce the risk

²⁶ ES, IE, LT, PT, SI



of providers delaying the initiation of requests and ensure a consistent application of the regulatory time limits.

Beyond the timing and organisation of the request, Article 106 of the EEC also requires that number portability processes must be based on explicit end-user consent²⁷. Accordingly, NRAs have defined the minimum set of data that the receiving provider must enter when starting a request. In NL and PT, this is limited to the basics: the number or numbers to be ported, the customer's identification code and the intended activation date. By contrast, in FR and IT, receiving providers also need to provide portability authorisation codes (*RIO* in FR, *PAC* in IT), contract details and, in some cases, billing references.

Most NRAs also require that, on the form used to request porting, providers are to include the date and time of submission, which is then used as the legal reference point for calculating deadlines under Article 106(5) of the EEC. In some decentralised systems, such as those in DE and AT, this timestamp is not always standardised. Overall, the trend is towards greater standardisation and digitalisation of input data, with some countries already introducing electronic identification (e-ID) or digital signatures. This reflects the emphasis in Recital 281 of the EEC on ensuring genuine end-user consent and protecting users throughout the switching process, thereby strengthening trust in number portability and switching mechanisms.

A recurrent issue in provider cooperation concerns the use of valid reasons for denying or refusing portability requests. In some MS²⁸, NRAs have established exhaustive and binding lists of objective and legally established reasons for rejection requests, which are considered good practice to ensure consistency and prevent abuse. In other MS²⁹, reasons for refusal of portability codes exist but are largely based on industry agreements and are not always binding. Finally, in some jurisdictions³⁰, ECS providers retain broad discretion and sometimes invoke vague grounds (e.g. "technical problems" or "incomplete data"), which may result in unjustified rejections and delays.

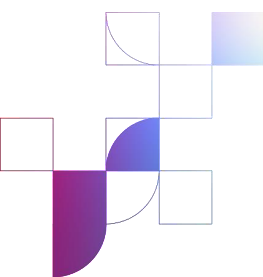
In most MS, cooperation frameworks are the same for fixed and mobile services, although procedural details (such as deadlines, error handling or required documentation) may differ. Typically, mobile portability is completed within one working day, while fixed number portability may take longer, where additional technical checks and infrastructure coordination are necessary. A smaller group of NRAs has established separate regulatory frameworks for fixed and mobile portability. For example, in HR, the Central Administrative Portability Database (CAPB) manages both fixed and mobile number portability but applies different rules to each category. In IT, the NRA has defined specific procedural rules and rejection grounds for each category. In RS, fixed and mobile number portability follow differentiated procedures, and in ES, two distinct platforms operate for fixed and mobile numbers.

²⁷ Also refer to section 1.4.

²⁸ ES, FR, IT, MT, PT

²⁹ BE, DE

³⁰ LV, RO, SE



Beyond the established frameworks, some NRAs also reported on emerging technical procedures. Very few MS³¹ have adopted rules on over-the-air (OTA) provisioning of portability, where, when technically feasible, number portability may be carried out remotely through digital or SIM-based provisioning processes, without the need for physical SIM replacement or on-site intervention. In some jurisdictions³², no regulatory provisions explicitly promote or facilitate OTA processes. ECS providers may use OTA techniques voluntarily, particularly in the mobile sector, but their application remains *ad hoc* and dependent on commercial priorities. Only isolated examples of regulatory guidance were reported, generally in the context of pilot projects for eSIM activation. The OTA provisioning remains at an early stage of development.

The effectiveness of number porting ultimately depends on how smoothly providers cooperate and exchange data. Divergent organisational models, the existence (or absence) of objective and legally established reasons for rejecting portability requests, and different treatment of fixed and mobile portability are evidence to the fact that there are different national realities and implementation measures across the EU.

1.7 Bundles and terminal equipment

Switching rules for bundled offers vary considerably across Europe. In most MS, end-users can submit a single request covering all services in the bundle, without the need to terminate each component separately³³. In others, separate termination requests are required for each service³⁴. More nuanced frameworks also exist: in AT, the applicable procedure depends on the type of service being switched, while in EE, only number portability is explicitly regulated, leaving the other elements of the bundle unaffected. In a few cases, the issue is not explicitly regulated or is addressed only through industry practice.

The consequences of switching just one element of a bundle also differ significantly. In some MS, the bundle ceases to exist once a component is removed, with the remaining services continuing only on standalone terms. Elsewhere, such as in MT, the entire contract with the transferring provider is automatically terminated upon successful porting. In other cases, adjustments are applied, such as changes to the minimum commitment period or modifications to the price of the remaining services. Economic outcomes vary in some markets, the cost of the remaining services may rise once the bundle is broken (e.g. IT, IE), while in others the combined price may decrease. Procedures for switching a single service within a bundled offer vary widely. In some countries, this possibility is explicitly provided for in legislation, ensuring that end-users may terminate or transfer one element of a bundle without affecting the others. This is the case, for example, in LI. Elsewhere, the treatment of partial switching is left to commercial practices.

³¹ LT, ME, RO, RS, SI

³² ES, MT, SI and the Nordic countries

³³ BE, CY, CZ, DE, ES, FI, FR, GR, HR, IS, LV, LT, LU, MT, ME, NL, NO, PT, RS, SK, SI.

³⁴ DK, IE, IT, LI



In other countries, no specific regulation exists beyond the general switching or contract rules, so procedures are handled on a case-by-case basis or depend on providers' practices.

Practical obstacles have also been identified. In IT, switching only one service within a bundle often leads to the loss of discounts, the conclusion of a new contract, or changes in pricing and contract duration. In PT, this situation is often linked to bundled terminal equipment offered under promotional conditions, where termination or switching may trigger the payment of remaining instalments in full. In IE, complexity has been shown to deter switching, where a significant share of consumers refrained from changing broadband providers because of the difficulties linked to bundled offers. In FR, unbundling is sometimes not possible at all, leaving business customers tied to combined IAS and telephony services. More identified disincentives regarding bundle services can be found in part 2 of this report.

1.8 Deadlines, delays & cancellations

Number portability, encompassing both fixed and mobile numbers, must be completed within one working day from the date agreed with the end-user under Article 106(5) of the EECC. Furthermore, the same Article also establishes that the maximum loss of service during the process of provider switching and the porting of numbers shall not exceed one working day.

Almost all NRAs reported compliance with the requirement to complete porting within one working day. In this context, 18 MS³⁵ altogether confirmed that mobile numbers are ported within one working day.

While the one-day rule for mobile portability is generally respected, some NRAs³⁶ reported that in practice, fixed portability may take longer due to technical or procedural constraints. For instance, in ES, the process may be extended by an additional working day when the portability is linked to the provisioning of a wholesale access service that requires coordination with a third-party operator. In addition, in a few MS, in specific cases, the overall porting process may exceed one working day (e.g. IS up to four days, LI more than one day).

The EECC addresses the IAS switching in Article 106(1), requiring that such switching takes place "*within the timeframe expressly agreed with the end-user*", but without setting a common deadline (although it states that the loss of service during the switching process shall not exceed one working day). Pursuant to Article 106 (6) of the EECC, both the receiving and transferring providers shall cooperate on the switching and porting processes in good faith and shall not delay or abuse the switching and porting processes.

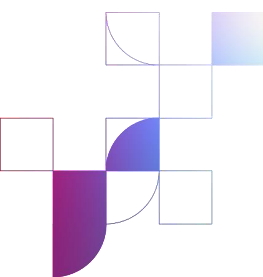
In cases of switching of IAS, deadlines remain significantly more diverse. E.g. in the Baltic³⁷ and Nordic countries³⁸, IAS switching is typically completed within 3–5 working days, but this term varies.

³⁵ AT, BE, CY, CZ, DK, EE, ES, FI, FR, DE, IE, LT, LU, MT, NL, PL, PT, SE

³⁶ ES, GR, HR, IT, MT, LV, RS, PL

³⁷ EE, LT, LV

³⁸ DK, FI, SE



These differences are linked both to national procedures and to the technical arrangements between providers. Some NRAs pointed out that long deadlines for fixed IAS services can discourage consumers from switching and reduce the competitive pressure on providers.

Deadlines and cancellation rights together shape how predictable and fair the switching and porting process is for end-users. Deadlines set the maximum time within which the change should be completed, while cancellation rights ensure that end-users can step back if their situation changes or if they discover unexpected costs.

The right of withdrawal also varies considerably across MS.

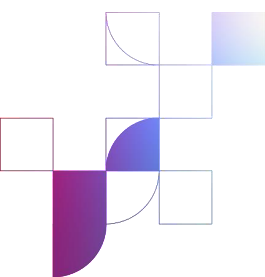
- In most countries, it is established by law, NRA regulation/decision or in practice that the end-user can withdraw from the switching process³⁹ or the number porting process⁴⁰. In AT and BE, end-users may withdraw a switching or porting request until the day before activation.
- By contrast, in 6 countries⁴¹, once the process has started, end-users are not entitled to withdraw their request.

Easy access to withdrawing portability and switching requests helps the end-user to minimise the impact of unauthorised portings and switches. The data collected in this part shows divergences in rights to withdrawal for end-users across the EU in relation to porting and switching providers.

³⁹ BE, CR, DE, DK, EE, ES, FI, FR, GR, HR, IE, IS, LU, LT, LV, ME, NL, NO, PL, PT, RS, SE, SI

⁴⁰ AT, BE, CZ, DK, DE, EE, ES, FI, FR, GR, HR, IE, IS, NL, LU, LT, LV, ME, PL, PT, RO, RS, SI

⁴¹ CY, IT, LI, MT, NO, SK



2. DISINCENTIVES TO PROVIDER SWITCHING OR NUMBER PORTABILITY

An end-user's decision to switch may be shaped by a range of factors, *inter alia*, behavioural, procedural, contractual and technical factors. These factors may discourage switching where the process is perceived or experienced as costly or difficult. While behavioural biases and perceptions are inherent barriers, procedural, contractual and technical barriers may act as explicit disincentives by making switching harder, more complicated, more costly, or less attractive for an end-user. Such practices may utilise behavioural insights and nudges to influence end-users' decision-making.

A disincentive to switching is anything that makes it harder, more complicated, more costly, or less attractive for an end user to move from one service provider to another. For instance, providers may employ conditions and procedures which may influence consumers away from switching, acting as potential disincentives to switching.

The EECC highlights in Recital 277 that the possibility of switching between providers is key for effective competition in a competitive environment. In this context, it is essential to ensure that switching is smooth and seamless for end-users, increasing their confidence in switching and making them more willing to engage actively in the switching process. According to Article 105 (1) of the EECC, "*Member States shall ensure that conditions and procedures for contract termination do not act as a disincentive to changing service provider [...]*". Recital 273 of the EECC states that it is essential to ensure that consumers are able to switch without being hindered by legal, technical or practical obstacles, including contractual conditions, procedures and charges.

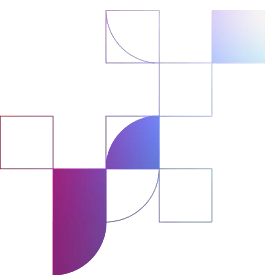
In addition, Article 106 of the EECC establishes that switching and porting processes must guarantee continuity of service and requires the automatic termination of the previous contract upon successful completion of the switch. This is to avoid unnecessary burdens for end-users and make the switching process as seamless as possible.

For this reason, it is incumbent on the MS to ensure that end-users are able to switch providers without service provider practices creating disincentives, and that the legal framework truly protects the right of end-users to switch in a simple, reliable and consumer-friendly manner.

This section discusses potential disincentives across three categories, including contractual, provider-related/procedural and technical factors. It also examines topics including behavioural factors discouraging switching, obstacles to switching and malpractices relating to switching across MS.

2.1 Contractual disincentives

As noted above, some contractual conditions may act as a disincentive to switching, making it harder, more complicated, and more costly for end-users to switch service providers. These practices are addressed by Article 105(1) of the EECC, which establishes that MS shall ensure that conditions and procedures for contract termination do not act as a disincentive to changing



service provider and that contracts concluded between consumers and providers of publicly available electronic communications services other than number-independent interpersonal communications services and other than transmission services used for the provision of machine-to-machine services, do not mandate a commitment period longer than 24 months. Member States may adopt or maintain provisions which mandate shorter maximum contractual commitment periods. This section discusses some contractual conditions in detail that may act as a disincentive to switching, including contract duration, contract termination, notice period requirements and in-contract price increases⁴².

2.1.1 Contract duration

In accordance with Article 105(1) of the EECC, providers are not precluded from setting minimum contractual periods of up to 24 months in consumer contracts, also MS are allowed to introduce provisions for a shorter maximum duration.

In this context, the majority (23)⁴³ of NRAs stated that service provider contracts in their Member States typically include a minimum contractual period.

For instance, in Greece, contracts of indefinite duration have a minimum contractual period of only two months.⁴⁴

On the other hand, NRAs of 26⁴⁵ MS noted that the maximum commitment period is 24 months, except in IS, where it is capped at 12 months, and in DK, where it is capped at 6 months. In IT, the maximum commitment period is also 24 months; however, providers are required to include among their offers at least one tariff plan with 12-month minimum initial duration of contract. In FI, 24 months is the maximum commitment period; however, time-limited mobile telephone subscriber connection agreements are restricted to a maximum of 12 months. While the same 24-month limit applies in MT, monthly rolling contracts are commonly offered by providers.

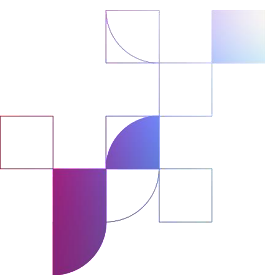
It is important to note Recital 273 of the EECC, which states that “*In order to take full advantage of the competitive environment, consumers should be able to make informed choices and to change providers when it is in their best interest to do so*”. In light of this, it is considered essential to ensure that consumers are able to change service providers without being hindered by legal, technical or practical obstacles, including contractual conditions, procedures and charges. In the same vein, Recital 283 of the EECC, referring to bundles, states that “*In order to maintain their capacity to switch easily providers, consumers should*

⁴² Although not all of these conditions stem from illegal practices, this report focuses on their propensity to hinder end-users' willingness to switch.

⁴³ AT, CY, CZ, EL, DE, HR, IE, IT, LV, LI, LT, LU, MT, ME, NL, NO, PL, PT, RO, RS, SE, SI, SK

⁴⁴ In Greece, contracts are subject to a minimum commitment period of two months. Following this period, a contract may either continue until the maximum commitment period allowed for fixed-term contracts or transition to an indefinite-term contract. Providers have the right to impose an early termination fee only in the case of fixed-term contracts, and only if the consumer terminates it before its expiry. Early termination fees do not apply in the case of contracts which are or have become indefinite-term contracts.

⁴⁵ AT, BE, CY, CZ, DE, EE, ES, FI, FR, HR, IE, LV, LI, LT, LU, ME, MT, NL, NO, PL, PT, RO, RS, SE, SI, SK



not be locked in with a provider by means of a contractual de facto extension of the initial contract period.”

Long commitment durations may disincentive end-users from switching service providers. For instance, SE noted an increasing number of cases concerning micro and small enterprises, where they are misled into entering contracts with lengthy commitment periods, making it both costly and difficult for such end-users to terminate the contracts and switch providers. Similar concerns were also raised by LU, identifying long commitment periods as a key factor hindering switching in their member state.

In conclusion, the EECC does not restrict providers from setting commitment periods. However, for consumer contracts, these periods cannot exceed a maximum duration of 24 months. MS also retain the power to establish shorter commitment periods where appropriate. Evidence shows that some MS have exercised this discretion by introducing shorter commitment periods in the interest of end-users.

Nevertheless, lengthy commitment periods, particularly when combined with unfavourable early exit conditions, may still limit consumer choice and make switching less straightforward than what the EECC is meant to ensure. It should also be noted that, in accordance with Article 105(2) of the EECC, these provisions also apply to end-users that are microenterprises, small enterprises or not-for-profit organisations, unless they have explicitly agreed to waive those provisions. Such end-users may also experience disincentives to switching where long commitment periods and unfavourable early exit conditions apply.

2.1.2 Notice period and contract termination in the context of switching service providers

According to Article 105(3) of the EECC, where a contract or national law provides for automatic prolongation of a fixed-duration contract for ECS, MS are required to ensure that such contracts can be terminated at any time with a maximum one-month notice period as determined by MS.

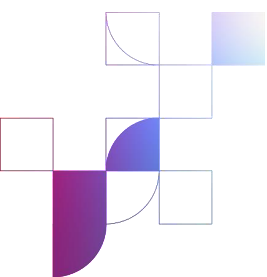
While Article 105(3) of the EECC allows for a maximum one-month notice period when a fixed-duration contract is terminated, Article 106 (6) specifies that *“The end-users’ contracts with the transferring provider shall be terminated automatically upon conclusion of the switching process”*.

In the majority of MS, notice periods for switching are not applicable.

Where notice periods exist for two NRAs in the case of switching, end-users may experience contract overlaps and would likely be double-billed, which may discourage end-users from switching⁴⁶.

While Article 105 (3) of the EECC does not explicitly restrict the automatic prolongation of a fixed-duration contract for electronic communications services, it provides a safeguard: in the

⁴⁶ However, in PT, providers typically address this issue on their own initiative, namely by offering a new customer the first month for free, in order to avoid the risk of double billing.



case of such auto-prolonged contracts, end-users should be able to terminate without incurring any costs after the expiry of the contract term. Furthermore, Recital 283 of the EECC, referring to bundles, states that “*in order to maintain their capacity to switch easily providers, consumers should not be locked in with a provider by means of a contractual de facto extension of the initial contract period.*”

24 NRAs⁴⁷ reported to have the practice of automatic prolongation of fixed-term contracts or renewal of fixed-term contracts existing in the MS. However, IE explicitly stated that the renewal of fixed-term contracts does not exist. FI noted that the consumer's explicit consent is only needed if the fixed term contract is extended by another fixed term. While auto-prolongation of contracts allows end-users to maintain uninterrupted access to services in cases where no action to switch service providers is taken by the end-user, the absence of early exit fees after this period enables them to switch smoothly without incurring additional costs.

In addition, 21 NRAs⁴⁸ indicated a practice whereby the current provider may contact the end-user before the end of the contract to renew the minimum commitment. At this stage, end-users are expected to make informed choices and decide whether switching is in their best interest. However, providers may utilise behavioural insights and nudges to influence end-users' decision-making by making switching less attractive for an end-user.

In conclusion, although the EECC sets out that contracts should end automatically, the application of a notice period could make the switching process more complicated and may put end-users off from switching.

2.1.3 In-contract indexation price increase

In the BEREC Opinion⁴⁹, the findings suggest that “*an end-user in making a choice to conclude a contract may be impeded in comparing available offers owing to a lack of transparency around the application of an in-contract price⁵⁰ increase clause to the offer during the contract term. It may also be the case that many (or all) of the competing providers have such clauses in their contracts*”. 15 NRAs⁵¹ stated that ECS providers have included in their contracts indexation price increase clauses, and 10⁵² of these stated that ECS providers have actually increased their prices due to the indexation clauses that were previously included in the contract. 13 NRAs⁵³ stated that indexation clauses have not been implemented in end-user contracts. The practice of in-contract indexation price increase was implemented by providers

⁴⁷ AT, BE, CY, CZ, DE, EE, ES, FI, FR, GR, IE, IS, IT, LV, LU, MT, ME, NL, PL, PT, RO, RS, SE, SI, SK

⁴⁸ AT, BE, DE, ES, HR, FI, FR, GR, IS, IE, LV, LT, LU, ME, MT, PL, PT, RO, RS, SI, SK

⁴⁹ BoR (24) 180.

⁵⁰ These clauses usually establish that the price of the service will be increased yearly (per the Consumer Price Index, but sometimes by a fixed percentage or a combination of the two) and in such cases, end-users do not have the right to terminate their contract in response to the increases without incurring any further costs per the decision of the European Court of Justice in case C-326/14.

⁵¹ BE, CY, DE, ES, GR, HR, IE, IT, LI, LT, LU, NL, PT, RO, SI

⁵² AT, CY, ES, HR, IE, IT, NL, PT, RO, SI

⁵³ AT, CZ, DK, EE, FI, FR, IS, LV, ME, NO, PL, RS, SE



in MT, but they were removed shortly after MCA introduced a Decision Notice setting out specific requirements that providers must follow when offering contracts with such clauses.

In IT, in-contract price increases are not permitted within the minimum commitment period, which cannot exceed 12 months. In GR, an in-contract price increase is only permitted within the minimum commitment period if it is linked to technological changes and if the provider is forced to continue providing the service to the consumer without an alternative, which results in a significant increase in wholesale costs.

In circumstances where the end-user is entitled to terminate their contract without penalty (a price increase that was not included as an indexation clause in the end-user's contract), the majority of the NRAs⁵⁴ stated that the termination period for end-users in the case of a contract price increase was 1 month. A few NRAs had established longer periods of 2-4 months. Three (3) NRAs⁵⁵ stated there was no difference between the notice period and the implementation of the price increase.

Only MT has introduced a limit to the obligatory contractual duration of 6 months for contracts with indexation clauses. Where the indexation clause is once included in the contracts, the end users do not have the right to terminate their contract without penalty upon a price increase based on the application of such a clause, so long as it complies with the requirements set out by the Court of Justice of the European Union (CJEU) in Case C-326/14.

Due to a lack of practices on indexation clauses in MS, the majority of NRAs⁵⁶ did not practically observe that contracts with indexation clauses prevent or complicate the switching process. However, NRAs believe that indexation clauses can make switching more difficult. Four (4) NRAs⁵⁷ stated that switching is not prevented or complicated, as the customer can still cancel and incur the penalty fees, the switching process is no different in this scenario.

In general, most MS do not restrict in-contract price increases, including those linked to indexation clauses, although the conditions and notice periods differ among MS. However, in several MS, the fact that end-users cannot terminate without penalty when such clauses are included and a price increase happens during the commitment period, does raise doubts about whether this is really consistent with the objectives of the EECC.

2.1.4. Specific issues regarding bundles

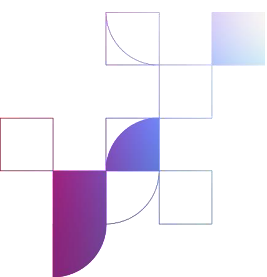
Several NRAs highlighted difficulties linked to bundled services. In BE and ES, end-users often face challenges when they try to switch one element of a bundle while keeping the others, particularly when device repayment schemes or restrictions on routers are involved. These contractual ties can complicate switching and lead to conflicts between users and providers.

⁵⁴ CY, CZ, DK, EE, GR, IS, LV, LU, MT, NO, PL, RO, RS

⁵⁵ DE, IE, LI

⁵⁶ AT, BE, CZ, DE, DK, EE, ES, FI, FR, IT, IE, IS, LI, LT, LV, LU, NL, PT, RS

⁵⁷ ES, IT, LI, SI



Bundles that include terminal equipment raise additional issues. In IT, for instance, routers and similar products are often provided free of charge but must be returned when switching, or they are sold in instalments, obliging end-users to pay the remaining fees before switching to a new provider. Similar concerns were also raised by PT, where terminal equipment is sold in instalments as part of the bundle (for instance, with a discount and payment of equipment in instalments with charges added to the end-user's monthly bill), it is sometimes difficult to switch providers or terminate the contract, as this is cause for the provider to require payment of all due instalments in full. In DE, switching bundles is complicated due lack of suitable alternative choices for the end-user with other providers, such as in the case where the receiving provider does not offer the same bundle as the transferring provider.

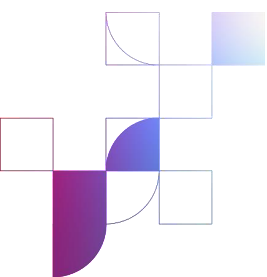
In HR, end-users have expressed concerns that if a service other than ECS is added to a bundle and its quality does not meet their expectations, they may face difficulties in terminating the contract before the end of the contractual period without incurring additional charges or how they can unbundle the service without significantly worsening their ECS contract conditions.

A similar issue arises when bundled contracts include terminal equipment (for example mobile phone as part of the bundle) that fails to comply with quality requirements while the service itself continues to function. In some countries, there is no sectoral right for end-users to terminate the contract without penalty in such circumstances, as horizontal consumer protection legislation on warranties applies. In others, legislation or consumer protection rules allow termination of the entire bundle, recognising that a malfunctioning device can effectively deprive the end-user of full use of the services. Some NRAs also reported that while no dedicated measures exist, providers often offer solutions voluntarily, such as discounted device replacements.

Specific contractual issues in the case of bundles were also highlighted. In ME, for instance, switching part of services from a bundle requires a new contract with the transferring provider, a change of prices, a new contract period and different conditions, preventing a seamless switch of a part of the services in the bundle. Similar concerns were also raised by EE in the case where a part of the service is switched out of a bundle. FR noted that some providers, offering services to business end-users, have complained that it is not possible to unbundle IAS and fixed telephony services. In PT, end-users have complained in some cases about the restrictions of switching their bundles into simpler offers (downgrading to single play or two play), as the transferring provider does not allow the downgrading of bundles, which makes it harder for end-users to switch only part of the bundle to a new provider, complicating the switching process for end-users.

2.1.5. Other contractual disincentives

NRAs were presented with a list of contractual barriers and requested to rank the most relevant barriers that end-users in their MS face when switching. The list of potential contractual barriers included high early termination fees or penalties, charges for purchasing terminal equipment, and a limited possibility to keep the same bundled services with the receiving provider.



From this list, NRAs noted high early termination fees or penalties, followed by the charges for equipment purchased from the transferring provider if the end-user is still bound by a contract, as the main reasons for end-users not switching in their MS. In relation to this last one, for instance, IE conducted a survey in 2022 that showed that unlocking fees for terminal equipment charged by providers were still a reason for not switching⁵⁸.

For instance, in MT, the application of early termination fees was highlighted as a major concern, as the NRA receives complaints from end-users who argue that the fees charged upon termination of service are excessive and, in some cases, subscribers are not aware of the amounts of these fees until they try to terminate their contract, even though the details are included in 'contract summaries' and 'detailed contracts'.

2.2 Procedural/Provider-related disincentives

It is important to ensure that IAS and bundle switching is a one-stop-shop process, as per Articles 106(1) and 107(1) of the EEC, and that end-users can have a seamless switching experience. However, in some situations, providers tend to employ procedures which may influence end-users away from switching, by making the switching process complex and difficult, acting as potential disincentives to switching.

This section discusses in detail some procedural or provider-related factors that may act as disincentives to switching, *inter alia*, win-back/save activity and switching fees and double billing.

2.2.1 Win-back activity (Save activity)

Recital 277 of the EEC states that “*The possibility of switching between providers is key for effective competition in a competitive environment. The availability of transparent, accurate and timely information on switching should increase the end-users’ confidence in switching and make them more willing to engage actively in the competitive process.*”

Save / win-back means marketing activity which is undertaken by the transferring provider during the switchover period in an attempt to persuade the end-users not to switch to a new provider, or after the switching period in an attempt to win-back the end-user. Such practices may be undertaken in communication initiated by the transferring provider or the end-user and are intended to disincentivise some end-users from proceeding to switch service providers. This subsection presents the practices in Member States relating to win-back/save activity in the case of IAS and bundle switching and number porting.

In light of this, 8⁵⁹ NRAs reported that under no circumstances should the transferring provider contact the end-user during the switching process. On the other hand, 18⁶⁰ NRAs indicated

⁵⁸ This survey also showed that 1 in 5 consumers indicated that having to unlock their mobile is a factor in deciding not to switch, with those under 25 much more likely to highlight this. On the other hand, 2 in 5 feel the process of unlocking a phone is difficult, while 2 in 3 state that there are too many steps in the process.

⁵⁹ AT, BE, DE, IE, IT, LI, LU, NL

⁶⁰ CZ, DK, EE, ES, FI, FR, HR, GR, IS, LT, LV, ME, MT, NO, PT, RO, SE, SK



that transferring providers are not restricted from contacting end-users, although in some MS this is limited to specific purposes.

For instance, in NO, the transferring providers may contact the end-user with neutral information; however, providers are strictly prohibited from engaging in win-back activity, as it is considered illegal to use information gained in the switching and porting process for marketing purposes. In ME⁶¹ and HR⁶², such contacts should be limited to contractual matters, excluding any contacts aimed at retaining the customer. In 3 MS⁶³, transferring providers are permitted to contact the end-user when issues arise with the switching and porting processes, particularly in FR, where it is required to send an SMS/email confirming that porting will be completed. In LV and MT, such contacts may also occur for the purposes of conducting exit surveys, particularly in MT, where they are sent in writing on a random basis.

In PT, transferring providers may contact the end-user through any method of contact, provided that they comply with unfair commercial practices legislation (stemming from the Unfair Commercial Practices Directive) and the GDPR. In DK and FI⁶⁴, providers may engage in win-back activities provided that the end-user opts in or gives their express consent to such promotional activities.

While some MS have introduced restrictions preventing transferring providers from initiating contact with end-users or engaging in win-back activities in that contact during the switching process, there are generally no restrictions on end-users initiating contact with the transferring provider. In such cases, end-users may contact the transferring provider, asking for additional information.

With respect to circumstances in which the end-user is required to contact the transferring provider during the switching process, 26⁶⁵ NRAs reported that no such circumstances exist in their MS, whereas 4⁶⁶ NRAs indicated that specific situations may arise where such contact is necessary. For instance, in SE, end-users would have to contact the transferring provider to terminate their existing contract, except in cases where number portability is involved. In ES, end-users may have to contact the transferring provider to facilitate reverse portability, particularly due to slamming. In MT, such contacts are necessary in order for the end-user (consumer) to request a refund of unused monetary credit or to initiate the settlement of any outstanding bills or payments (e.g. on devices). In PT, the general need for the end-user to contact the transferring provider applies only to services not within the scope of Articles 106 and 107(1) of the EECC.

Among the MS that indicated end-user-initiated contacts with the transferring provider may occur, BE, ES, SE noted that win-back/save activity is not restricted during such interactions.

⁶¹ In ME, the transferring provider can contact the end-user under the scenario where the end-user, in the switch request (a) has not confirmed that they are aware of the contractual obligations (including accepting the obligation to settle the costs) or (b) stated that they wish to retain certain services with the transferring provider.

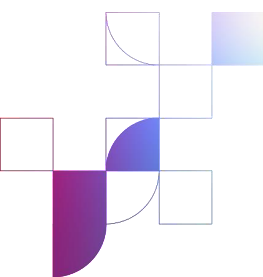
⁶² In HR, TP can contact the end-user where the end-user has indicated that they are not aware of the contractual obligations.

⁶³ DK, FR, MT

⁶⁴ In FI, the transferring provider can still send a win-back offer (e.g. via a SMS without an opt-in model).

⁶⁵ AT, BE, CY, CZ, DE, DK, EE, FI, FR, GR, HR, IE, IS, IT, LI, LT, LU, LV, ME, NL, NO, PL, RO, RS, SK

⁶⁶ ES, MT, PT, SE



On the other hand, in MT, this is strictly prohibited, including through a rule whereby an end-user who has successfully ported out a number from one provider to another cannot request the porting of that number before a lapse of at least two (2) months.

In DK and FI, it depends on whether the end-user has opted out of marketing communications.

Overall, the regulatory approaches to win-back and save activities show a fragmented picture across the EU and neighbouring countries.

Strict prohibitions, as we see for example in some MS⁶⁷, are intended to safeguard the process and protect end-users from undue pressure. The real challenge for legislators and regulators is to find the right balance between protecting consumer choice, avoiding harassment, and still allowing the transferring provider to carry out legitimate contractual communications as well as end users' bargaining power to obtain better conditions.

2.2.2 Switching fees and double-billing

The majority of the NRAs stated that cancellation or administrative fees are not applied when switching after the expiration of the minimum contract period. Four NRAs⁶⁸ stated that cancellation or administrative fees are applied, and all confirmed that there are no additional charges for switching prepaid services.

Some NRAs⁶⁹ stated that there are cases of end-users being billed simultaneously by both the transferring and receiving providers. This can be due to the transferring provider continuing to bill the end-user and not ceasing the account on receipt of the loss notification from the receiving provider, or the receiving provider not notifying the transferring provider of the switch.

Eight MS⁷⁰ introduced rules to prevent double-billing. IE stated that if an end-user is incorrectly double-billed, it would view this as a breach of the Communications Regulation Act. SK stated that the Communications Act requires the transferring provider to cease billing for services once the switch is completed.

In summary, while most NRAs confirm that cancellation or administrative fees are not applied once the minimum contract period has ended, the persistence of double-billing remains a concern. The fact that simultaneous charges often result from delays or failures in ceasing accounts after a switch undermines consumer trust and creates unnecessary financial burdens. Ensuring that end-users are not billed for services they have not requested or received is essential for upholding the principles of fairness and transparency in the switching process.

⁶⁷ HR, NO

⁶⁸ CY, EE, ES, FR,

⁶⁹ AT, BE, ES, DE, FR, HR, IT, IE, LU, NL, PT

⁷⁰ AT, BE, CY, ES, FR, IE, NL, SK



2.2.3 Other procedural/provider-related disincentives

In addition to the aforementioned provider-related or procedural factors, NRAs were presented with a list of other provider-related barriers and requested to rank the most relevant barriers that end-users in their MS face when switching.

The list of potential provider-related barriers included excessive steps or multiple contacts required to complete switching, limited availability of alternative offers or technologies, aggressive retention tactics (e.g., pressure to accept new deals), complex or bureaucratic switching procedures and incomplete or unclear information provided to the end-user.

From the above list, 6 NRAs⁷¹ noted aggressive retention tactics; excessive steps or long waiting periods when customers call; and incomplete or unclear information provided to the end-user as the most significant issues that may impact the switching process.

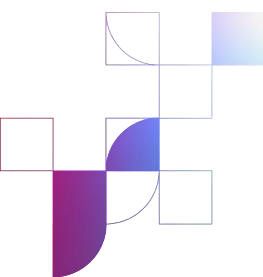
For instance, in CZ and DK, service providers do not provide subscriber verification codes for number portability/switching in the contract documentation, which prevents the switching process from functioning as a one-stop shop for end-users, as they need to contact their transferring provider to obtain the verification code. In IE, long call wait times when calling to cancel, misleading sales and mobile lock codes not being made readily available were highlighted as other provider-related practices acting as potential disincentives in the MS. Other procedural issues were also noted by NRAs. In ES and BE, issues occur where the number porting requests are incorrectly rejected by the transferring providers, creating delays or obstacles to switching. For instance, BE reported that in the switching process, sometimes rejections are performed for “futile reasons”, such as one more space or punctuation in the customer ID, while the number itself is correct, which invalidates the whole process. Another obstacle cited was the retention of the specific code that allows end-users to change their mobile phone and keep their existing number. For example, in FR, the transferring providers are sometimes very reluctant to provide the end-user with the porting codes required to switch, as it would mean losing the customer. Another example in ES, both fixed and mobile technical specifications provide a detailed and exhaustive list of rejection causes that might be used by the transferring provider under very specific circumstances. The misuse of these rejections caused by the transferring provider may lead to obstacles or delays in the porting process.

2.3 Technical disincentives

Technical disincentives to switching refer to technical measures which discourage end-users from changing service providers. In addition, complex technical procedures or a lack of consumer understanding of technical information can make switching appear difficult or burdensome, creating further barriers and disincentives to switching.

This section discusses in detail device and eSIM locking practices and regulations across MS, together with additional potentially unfair practices regarding terminal equipment and devices.

⁷¹ This was the case of DE, DK, FR, IR, NO, and PT.



2.3.1 Device and eSIM unlocking

As noted above, the EECC requires MS to ensure that conditions and procedures for contract termination do not act as a disincentive to switching providers. Recital 273 of the EECC states that it is essential to ensure that consumers are able to switch without being hindered by legal, technical or practical obstacles, including contractual conditions, procedures and charges. In addition, Recital 281 of the EECC requires that the right to port numbers is not restricted by contractual conditions.

In this regard, end-users who require their handset to be unlocked when switching may experience delays or may be required to engage in complicated procedures in order to obtain it. This may act as a disincentive to switching. Receiving handset unlocking codes automatically and promptly once the customer is eligible to receive them may make them more willing to engage actively in the switching process. For instance, in ME, providers have to unlock all terminal equipment without a specific customer request before the end of the contract period.⁷² Similarly, high costs/fees associated with unlocking devices may also deter switching. For example, in IE, the requirement to pay to unlock your handset if you were still in a contract was the reason for not switching for 1 in 5 non-switchers.⁷³

The majority of the NRAs⁷⁴ stated that mobile handsets are sold unlocked in their MS. On the other hand, 10 NRAs⁷⁵ noted that locked mobile handsets are still being sold in their MS.

Article 105(6) of the EECC specifies that “*Where the end-user chooses to retain terminal equipment bundled at the moment of the contract conclusion, any compensation due shall not exceed its pro rata temporis value as agreed at the moment of the conclusion of the contract or the remaining part of the service fee until the end of the contract, whichever is the smaller*”. In accordance with this Article, MS may determine other methods to calculate the compensation rate, as well as the time when the providers must lift any condition on the use of that terminal equipment on other networks free of charge.

In MS where locked handsets are offered, 5⁷⁶ reported that end-users may unlock their devices before the end of the minimum contract term. In NO, SE⁷⁷ and SK, in cases where the handsets are locked, the legal framework stipulates that unlocking shall happen at the end of the contract term. LV and AT noted that such practices depend on the terms and conditions set by the ECS provider. In ME, for prepaid end-users, providers are obliged to unlock equipment on end-user request, after one year of purchasing it.

Furthermore, NRA were asked about the time taken and the cost associated with device unlocking practices in their country. Regarding time, it takes to unlock a device, in PT,

⁷² Applicable to post-paid customers.

⁷³ Research conducted by ComReg showed that 1 in 5 consumers indicated that having to unlock their mobile is a factor in deciding not to switch. On the other hand, 2 in 5 feel the process of unlocking a phone is difficult, while 2 in 3 state that there are too many steps in the process. <https://www.comreg.ie/publication/mobile-consumer-experience-2022-survey-results>

⁷⁴ BE, CY, DE, DK, EE, ES, FI, GR, HR, IT, IS, LI, LT, MT, NL, PL, SI

⁷⁵ AT, FR, IE, LV, ME, NO, PT, RO, SE, SK

⁷⁶ FR, IE, ME, PT, RO

⁷⁷ In SE, this applies in relation to end-users who are *consumers*.



unlocking of the terminal equipment must take place within 24 hours from the moment the end user so requires, or from the moment the end user pays the applicable fee. While in RO, device unlocking must be performed within 15 working days of a request, according to the minimum standards outlined in a code of conduct adopted by providers. In IE and FR, no specific time limit exists. In IE, it depends on the terms and conditions set by the ECS provider.

Regarding cost, among MS where device locking practices exist, 5⁷⁸ NRAs indicated that regulatory limits on unlocking fees exist when switching before the end of the minimum period. For instance, in RO, such fees are industry-imposed, guided by a code of conduct agreed by the providers, however, each provider determines its own fees.⁷⁹ In PT, when the end-user requests to unlock the equipment before the expiry of the minimum contract period, the law has determined the method to calculate the compensation rate⁸⁰.

Moreover, DK noted that while mobile handset unlocking is not practised, regulatory limits do exist in relation to device unlocking more generally. In the NRA's view, a fee for unlocking a device might bind the consumer, directly or indirectly, for a period longer than the agreed (and allowed) commitment period, which would not be in accordance with the legal framework.

Device locking practices may extend beyond mobile handsets to include other devices such as smartwatches, in-vehicle Wi-Fi equipment, home routers, mobile phones, tablets and IoT devices. MS were asked whether they experience any unlocking difficulties with specific types of devices.

7⁸¹ NRAs reported difficulties with unlocking specific devices, with FR noting that these are primarily related to eSIMs embedded in vehicles. ES indicated that the issue is only known to arise in M2M (Machine-to-Machine) devices, where the end-user is not involved (i.e., there is no possibility to scan a QR code or similar), and an associated mobile number is not involved.⁸² 13⁸³ NRAs reported no such difficulties (so far), and 5⁸⁴ stated that no relevant information is available.

In this context, the majority of NRAs (24)⁸⁵ specified that they have neither encountered nor have information regarding issues where eSIM providers refused to share technical data required for enabling service by another provider.

⁷⁸ IE, NO, PT, RO, SE,

⁷⁹ [Terminal unlocking - Code of conduct - ANCOM](#)

⁸⁰ It is forbidden to charge any sum exceeding: a) 100 % of the value of the equipment at the date of its acquisition or possession, without any discount, rebate or subsidy, during the first six months of that period, minus the amount already paid by the end user, as well as any credit they may have with the provider; b) 80% of the value of the equipment at the time of its acquisition or possession, without any discount, rebate or subsidy, after the first six months of that period, minus the amount already paid by the end user, as well as any credit they may have with the provider; c) 50% of the value of the equipment at the date of its acquisition or possession, without any discount, rebate or subsidy, in the last year of the period of loyalty, minus the amount already paid by the end user, as well as any credit they may have with the provider.

⁸¹ AT, BE, DE, DK, ES, FR, SK

⁸² While GSMA standards exist, ES is of the view that cooperation between providers is necessary to avoid creating difficulties for smaller providers to compete effectively.

⁸³ CY, EE, FI, GR, HR, IE, IS, IT, LT, NL, NO, RO, SI

⁸⁴ CZ, LU, ME, PL, PT

⁸⁵ AT, CY, CZ, DE, EE, ES, FI, FR, HR, IS, IE, IT, LV, LI, LT, LU, ME, MT, NL, NO, PL, PT, RO, SK, SI.



Overall, 4⁸⁶ NRAs believe that the practice related to device and eSIM unlocking prevents or complicates the switching process. Similarly, 4⁸⁷ NRAs reported having received complaints from end-users regarding difficulties in switching IAS on in-vehicle terminal equipment. For instance, DK has encountered cases, particularly involving IAS in cars and watches, where the transferring provider does not provide the receiving provider with the information necessary to complete the switch on the terminal equipment.

Separately, FR believes that such practices may in theory, hinder switching, as they require end-users to contact their provider to request device unlocking, creating opportunities for providers to engage in win-back activities.

Overall, the findings on device and eSIM unlocking confirm that, despite the EECC's objective of enabling switching without legal, technical or practical disincentives, in practice consumers may still face delays, costs or unnecessary complexity. While some MS have introduced rules on timing and fees, in others the conditions depend entirely on providers' terms. In addition, the emergence of new device types and eSIM-based services raises new challenges that are yet to be explored.

2.3.2 In-vehicle connectivity and switching

In most markets, no dedicated process exists for switching IAS providers in cases where equipment is embedded in cars. Services are often preconfigured with a default provider chosen by the manufacturer or connected indirectly through the user's mobile subscription. Embedded SIMs (eSIMs) frequently rely on exclusive arrangements between manufacturers and providers, making switching impossible and leaving users locked into a single provider.

4⁸⁸ NRAs reported having received complaints from end-users regarding difficulties in switching IAS on in-vehicle terminal equipment. For instance, DK has encountered cases, particularly involving IAS in cars (as well as smart watches), where the transferring provider does not provide the receiving provider with the information necessary to complete the switch on the terminal equipment.

In DE, integrated eSIMs tied to specific providers restrict switching and create lock-in effects. BNetzA is of the view that the development and expansion of "in-car connectivity services"⁸⁹,

⁸⁶ AT, BE, DK, IE.

⁸⁷ BE, DE, DK, NO.

⁸⁸ BE, DE, DK, NO.

⁸⁹ They are built-in technologies in cars and include services such as a mobile Wi-Fi hotspot.

BNetzA explained that some car manufacturers are cooperating with a specific mobile communications provider and technically exclude the possibility of switching to a different provider. The consumer who buys the car doesn't have another option but to sign a contract with that specific mobile communications provider if they wish to activate the built-in eSIM. Typically, nowadays, consumers do not consider factors such as ongoing costs for the internet connection, the quality of its service and the impossibility of switching until after using the car for some time. If the price of IAS increases, the car owner has no way to react to that. The only alternatives are either to sell the car or not to use the in-car connection anymore. This causes a lock-in effect, which is very harmful for end-users, regardless of whether the in-car connectivity is provided by the car manufacturer itself or by a third party.

BNetzA considers that such scenarios may create a 'lock-in effect', limiting end-users' ability to switch providers in cases of poor service quality or increased costs. BNetzA believes that end-users should have the right to switch



currently available primarily to high-end vehicles, into the mass market could pose challenges to the switching process in the future.

2.3.3 Other practices regarding terminal equipment

Terminal equipment may create further disincentives to switching providers. Relevant issues include the obligation to return devices, restrictions on the use of customer-owned equipment, or technical incompatibilities.

Devices such as set-top boxes or routers are often handled without major complications, but specific challenges exist. In some MS, disputes have emerged over whether separate equipment contracts with different durations should be treated as part of the bundle, creating uncertainty for users. For instance, IE reported disputes on whether equipment contracts of different durations should be considered bundled, while in PT, providers commonly link equipment to ECS under special offer conditions. Switching in such cases may trigger immediate settlement of outstanding payments or less favourable repayment conditions. Other obstacles include configuration incompatibilities between providers and concerns about unused devices when customers change providers. Discounts tied to equipment may also discourage switching, since end-users risk losing preferential device pricing. In DE, technical limitations were observed in the past, as smartwatches were not compatible across all mobile networks, and although this has largely been resolved in DE, these limitations persist in some other countries.

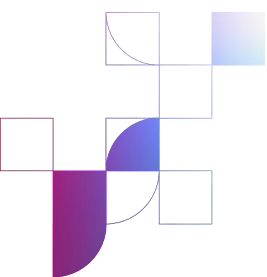
2.4 Behavioural factors discouraging switching

As noted above, behavioural biases and end-user perceptions are inherent barriers discouraging switching. Such barriers may arise from end-users' lack of information or understanding of switching processes or from other biases.

NRAs were presented with a list of behavioural barriers and requested to rank the most relevant barriers that end-users in their MS face when switching service providers. The list of potential behavioural barriers included complexity when switching part of a bundled offer (e.g., inability to keep some services), fear of service disruption during switching, and billing issues.

From this list, 7 NRAs noted end-users' fear of service disruption during switching as one of the main reasons discouraging switching, followed by billing issues. Many NRAs also considered complexity when switching part of a bundled offer as a relevant factor disincentivising switching, specifically because the features/conditions of the bundle itself,

providers in the context of eSIM-based in-car connectivity services, and that measures should be taken ahead of broader market adoption. NRA considered that this situation highlights that some clarity on Article 106 EECC would be welcome, since, although it does not exclude any type of IAS, it does not directly address these emerging issues.



such as discounts, will change when the switch occurs, and consumers don't want to lose those or because the new provider doesn't have the same bundle offers as the old provider.

For instance, in IE, 17% of consumers who had not switched broadband provider in the past 3 years cited complexity when switching as part of a bundled offer as a reason for not switching⁹⁰, while in the NL, 21% consumers reported not switching because they do not want to lose their bundled discount⁹¹.

Other behavioural factors disincentivising switching were also reported. NO raised a lack of end-user awareness regarding alternative providers available at a location as a factor discouraging switching.

2.5 Identified malpractices

Many NRAs identified provider malpractices during the switching process. The malpractices were varied and differed for each MS:

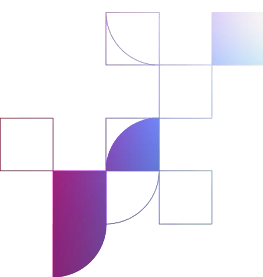
- i) Double-billing was cited as an issue for PT, IT and FR;
- ii) Mis-selling by the receiving provider: NL cited issues with the receiving provider's preselling fibre and misinforming about the start date. PT has identified incorrect information provided to the end user by the receiving provider relating to their commitment period and/or their rights in that context, among other situations. In IT, some providers were misinforming the end-users that they could port their number to broadband-only services, and the end-users lost their numbers when they switched. In BE, providers were not informing end users that their entire bundle, TV and IAS, would switch;
- iii) Unwanted save activity: IE cited some service providers were requiring the end-user to engage in unwanted save activity when cancelling their service⁹².
- iv) Porting failures or delays: IE⁹³ and IT cited issues where the receiving provider delayed the porting of numbers (fixed and mobile) that resulted in loss of service of more than one day. In RS, there were also delays in the switching process.
- v) Win-back: HR cited issues where the transferring provider contacted the end user to offer discounts not available to other customers or published offers which resulted in discriminatory behaviour. However, subject to NRAs' monitoring, in some context these practices could empower end users to bargain and obtain better conditions.;
- vi) Number Database not updated: In FR, providers were not updating the common number database, which caused service cuts and double billing for end users. This will be rectified by new rules in 2027.

⁹⁰ IE noted a lack of customer awareness regarding the switching process and the perception that they will have to incur charges for a 30-day notice period as a reason disincentivising switching.

⁹¹ In NL, 19 % of respondents in a survey reported not to switch because switching takes a lot of time/effort.

⁹² The matters were resolved with settlements and High Court Action.

⁹³ The matters were dealt with in the District Court in relation to two leading service providers.



- vii) Porting refusals: In FR, some providers were refusing to report numbers because of costs and process commitments⁹⁴.
- viii) Absence of the customer reference numbers: In CZ, the reference numbers that the customer needs to switch are not included in the customer documentation, so the customer has to contact the transferring provider for this information.
- ix) Discriminatory offers: In HR, the transferring providers offer prices that are not available to any other customers than those who are switching.

In general, the examples reported by NRAs show that ECS providers' malpractices during switching remain diverse, ranging from billing errors and misleading commercial practices to deliberate delays and discriminatory behaviour. While in some cases, enforcement actions have been taken and rules are evolving, such practices continue to undermine transparency and end-user confidence in the switching process. They also highlight the importance of consistent monitoring and effective enforcement to ensure that end-users are able to exercise their switching rights without facing unnecessary obstacles or unfair treatment.

2.6 Common complaints relating to switching

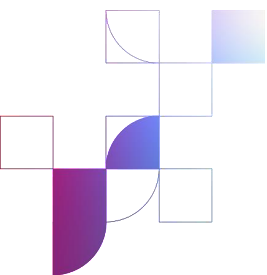
As far as end-users' complaints are concerned, the most significant complaints are related to the rejection of the portability requests and also issues associated with fraud or identity theft linked to unauthorised portability requests⁹⁵.

In ES, the handling of complaints related to number portability is mostly linked to dispute resolution between providers. While end-users may occasionally file complaints when the porting process is delayed or not completed as agreed, they are generally unaware of the technical or procedural causes behind such incidents (for example, the misuse of rejection causes). Their complaints tend to reflect the negative impact on the switching experience (delay or temporary loss of service), rather than the underlying issue between providers. We also have the case of FR, where the access to the specific code that allows the end-user to change its mobile service and keep the existing number and the high penalties in case of contract termination are the main complaints by end-users.

In IT, the most significant issue complained about regarding the switching process is double billing, as well as in IE, PT and BE.

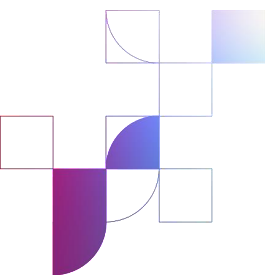
⁹⁴ This was addressed by ARCEP in 2023.

⁹⁵ It is worth mentioning that in the NL, a survey was conducted that showed that consumers with fixed services have decided not to switch providers for various reasons: some consumers said that they didn't switch because they were satisfied in their services; others said that the switching process would take a lot of time or effort; others even stated that they didn't want to lose their bundle discounts. On the other hand, most end-users with mobile services don't switch because they are satisfied with their service, and they believe there is little difference between providers regarding quality of service. Others say the process takes too much time or effort or find it too complicated. Also, most consumers state that they have had a mobile subscription with the same mobile provider for more than three consecutive years.



In SE, a common complaint regarding number portability is that transferring providers deny the porting because of outstanding payment. In LT, most complaints are about the amount of termination fees when terminating fixed-term contracts.

Overall, given the reported data, switching and termination of contracts is still a subject matter of many end-users' complaints, which include high termination fees, double billing and steps of the procedure that are too complicated or too long.



3. END-USER RIGHTS IN SWITCHING AND PORTING PROCESSES

3.1 Right to switch in general

This section is about the aspects concerning the end-user rights according to Articles 106 and 107 of the EECC. It is established that end users must be given the option to switch providers. The providers must give the necessary information to end-users when they switch, and NRAs are obliged to ensure that the switch is uncomplicated. In the case of a bundle of services or a bundle of services and terminal equipment offered to a consumer that comprises at least an IAS or a publicly available NB-ICS, Article 106(1) of the EECC applies equally to all parts of the bundle.

It is noticeable that some NRAs⁹⁶ have already begun to re-evaluate the switching and porting process.

3.1.1. Termination of bundles with terminal equipment

A significant number of respondents⁹⁷ stated that the termination of a bundled service contract due to a malfunctioning terminal equipment isn't possible without penalty. But it is noteworthy to say that 6 NRAs responded about the possibility of terminating a contract in such cases without penalty⁹⁸. However, it is also possible to terminate the contract in a few MS without any remaining payment. For example, in DE, it depends on the contract.

In case of uselessness of a terminal equipment caused by the shutdown of 2G, 3G networks, some MS have a legal requirement, and in other MS, there is a binding NRA's decision/regulation. Most of the MS have existing guidance/recommendation in this regard, besides the legal requirements.

Some ECS providers usually offer end-user alternatives, such as the possibility of acquiring new equipment under promotional conditions.

3.2 Right to port

According to Art 106(3) of the EECC, MS shall ensure that the end-user can retain the right to port a number from the national numbering plan to another provider for a minimum of one month after the date of termination, unless that right is renounced by the end-user.

⁹⁶ FR, PT, SI.

⁹⁷ AT, CZ, FR, HR, IT, LI, LU, LV, NL, PL, PT, RO, SK, SI.

⁹⁸ EE, FI, IE, IS, ME, NL.



3.2.1 Regulatory measures

The vast majority of responses indicate that number porting is possible during the current contractual relationship and within one month after termination of the contract. In three MS⁹⁹, number porting is only possible if the contract is still valid. But it should be pointed out that a number of MS¹⁰⁰ allow number porting beyond one month. For example, in FR, porting is allowed within 40 days, in IT, within 60 days and in GR during a period of 6 months. With regard to re-using numbers after termination in case of re-entering into a contractual relationship with the transferring provider (reactivation of terminated number), some MS have a national regulation that allows this. But the vast majority of the MS do not provide for any regulation to this effect because the practice ensures retention.

Retaining the same contract (same conditions, same price) when re-entering a contractual relationship with the transferring provider after termination is only regulated in IS and EE. The majority of the MS don't have any regulations regarding this, and most of them don't see a need.

In addition, on the need for a regulation that enables end-users to terminate bundled service contracts with obligatory duration, specifically due to faulty equipment even if the service itself is functional, MT responded that such regulation would incentivise providers to enhance the efficiency of their after-sales support for repairing faulty devices, since failure to resolve such issues could result in contract termination without incurring any penalty. It would also grant end-users a fair remedy, namely, the ability to switch providers without incurring any penalty if a defective device is not repaired in a timely and effective manner. Also, PL and RS foresee a stronger end-user (consumer) protection in such a regulation.

HR is concerned that the providers may cease to offer mobile devices in a bundle, and FR is of the opinion that a rule such as that is too difficult to implement. LU responded that there may be conflicts with consumer protection rules.

3.2.2 Technical issues

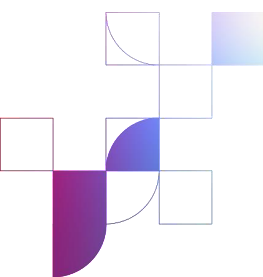
Some MS¹⁰¹ reported that they observed technical issues related to porting numbers, but most of the respondents didn't. These technical issues were the unreachability of end-users and delays during the porting process, given to the complexity of the technical processes involved in number portability. Other factors mentioned as complicating number portability included not issuing the documents for number porting or making number porting requests dependent on the absence of litigation or prepayment of any penalties for the existing contract

The responses indicate that some Member States are dealing with technical issues, which are complicating number portability.

⁹⁹ CY, EE, IS.

¹⁰⁰ FR, GR, IT, LT, PT,

¹⁰¹ AT, DE, ES, FR, RO.



3.3 Right to compensation

3.3.1 Scope of compensation

In line with Article 106(8) of the EECC, MS shall lay down rules on the compensation of end-users by their providers in an easy and timely manner in the case of the failure of a provider to comply with the obligations laid down in Article 106 of the EECC, as well as in the case of delays in, or abuses of, porting and switching processes, and missed service and installation appointments.

MS reported the following reasons that would entitle end-users the right for compensation:

In the case of switching

- general breaches of the rules on switching
- service interruptions during switching,
- delay in switching,

In the case of porting

- service interruptions during porting,
- delay in porting numbers,
- invalid rejection of number porting,
- not fulfilling a number portability cancel request that is submitted on time,
- general breaches of the rules on porting,
- loss of the number,
- unduly portability.

In some countries¹⁰², compensation is triggered automatically when providers fail to meet deadlines. This reduces administrative burden for end-users and strengthens the deterrent effect on providers (automatic compensation system).

In some MS¹⁰³, consumers must actively submit a claim, which often discourages end-users from seeking redress, particularly when the amounts involved are low (claim-based system).

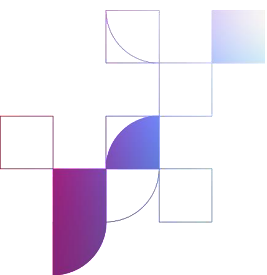
In BE, a mixed regime exists: automatic compensation in some instances and compensation, upon request, in other instances.

In some jurisdictions¹⁰⁴, compensation is complemented by the possibility of re-portability, meaning that the number can be restored to the original provider if it has been transferred

¹⁰² ES, IT, PT

¹⁰³ AT, DE, IE

¹⁰⁴ ES, FR, IT



without the user's valid consent. By contrast, in others¹⁰⁵, remedies are generally limited to financial compensation or dispute resolution, without any guarantee of re-portability.

In addition to the right to compensation, consumers may be entitled to claim damages; however, in the majority of countries, such matters fall within the jurisdiction of the courts.

3.3.2 Legal basis for compensations

Where compensation rules for delays or abuse in the switching/porting process are in place, they are laid down by law¹⁰⁶ or by an NRA regulation/decision¹⁰⁷. In SK, compensation rules are established by the law, and the details are set in the RO's decree. DK, on the other hand, took a hybrid approach, meaning compensation rules on porting are established by law and compensation rules on switching are by NRA regulation.

In most countries, compensation amounts are established by law or by the NRAs' regulation/decision. Only in DK, IS, LI, and IE are compensation amounts established by the industry.

3.3.3 Calculation of compensation

There are different approaches to calculating compensation. In many MS, compensation is calculated as a fixed amount per day, with or without a maximum limitation¹⁰⁸. In FR, compensation is calculated as a portion of the monthly fee per day (e.g. for delay of porting, the compensation offered to the consumer may not be less than one-fifth of the monthly price per day of delay).

A similar situation occurs in PL, where compensation is calculated as 1/4 of the total monthly fees calculated according to the bills for telecommunications services from the last 3 settlement periods, and in the case of prepaid subscribers, in the amount of 1/4 of the total value of account top-ups from the last 3 months. In DE, compensation is calculated as a percentage of the monthly fee per day or as a fixed amount (EUR 10 or 20% of the contractually agreed monthly fee for contracts with a constant monthly fee, whichever is higher). Compensation in LT is calculated by multiplying the number of days of delay in porting the subscriber number by the base amount (ARPU)¹⁰⁹.

When it comes to legal and natural persons, there is no difference in the amount of compensation, except in BE and IT, where higher compensation is provided for legal persons.

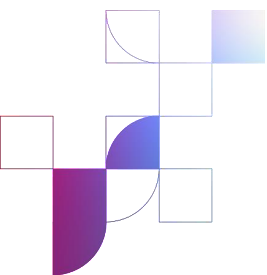
¹⁰⁵ AT, DE, PL, RO and several Nordic countries.

¹⁰⁶ AT, BE, CZ, EE, ES, FI, FR, DE, LU, NL, NO, PL, SE

¹⁰⁷ HR, GR, IS, IE, IT, LT, ME, PT, (only for number portability, as the procedure for adopting ANACOM's regulation on switching IAS is still ongoing), RO, RS, SI

¹⁰⁸ BE, CZ, HR, IT, LU, ME, PT, RO, RS, SK, SI

¹⁰⁹ The base amount is the average revenue per user per subscriber for public ECS services per month, as indicated in the latest annual report on the electronic communications sector published by RRT.



In most countries, there are no specific templates or forms for submitting a compensation claim.

3.3.4. Exceptions to compensation

In some MS, there are some exceptions to compensation, such as force majeure¹¹⁰, fault of the end-user¹¹¹, impossibility due to third parties¹¹², and technical infeasibility¹¹³. Countries have different approaches to regulating exceptions, either through sector-specific legislation¹¹⁴ or through a horizontal legislation approach¹¹⁵. In some cases, such exceptions are defined by the NRA¹¹⁶. In LT and RS, on the other hand, exceptions are applied by the industry. IE requires providers to prepare and publish a compensation scheme setting out the compensation that end-users are to be entitled to in respect of relevant delays. Providers must compensate, having regard to a minimum set of factors.¹¹⁷

In IT, the compensations established by NRA are always due, except in cases where the provider accepts the user's complaint. In such cases, the provider may apply the compensation mechanisms provided for in the contract, which can differ from the regulatory compensations.

3.4 Dispute resolution competence

When it comes to dispute resolution competencies, 15 NRAs have dispute resolution competence between providers and end users. Some of them are on the ADR list of competent authorities¹¹⁸ and others resolve disputes according to a special procedure in sectoral law¹¹⁹. When NRAs do resolve disputes, NRAs usually may determine liability between providers based on the acquired documentation, written statements submitted by the parties involved, and data from the central administrative database of ported numbers, where such a database exists.

In cases where NRAs do not have a dispute resolution competence, different entities are involved, such as the court, consumer protection authorities, arbitration centres, the ministries, etc¹²⁰.

¹¹⁰ DE, FR, HR, IS, LI, LT, ME, SK, SE

¹¹¹ AT, BE, DE, HR, FR, IS, ME, SI

¹¹² FR, HR, IS, ME, RS

¹¹³ LU

¹¹⁴ BE, DE, FI, SE

¹¹⁵ AT, FR, LI, RO, SK mediation

¹¹⁶ HR, IS, MN, SI

¹¹⁷ ComReg's Decision (D01/24)

¹¹⁸ AT, CZ, IE, LI, LT, LU, ME, PL, SK

¹¹⁹ CY, DE, HR, IS, IT, MT, SI

¹²⁰ For example, in BE, dispute resolution is handled within the Mediation Office for Telecommunications; in DK by the Telecommunications Complaint Board, an independent private complaints board founded by the Telecommunication industry and the Danish Consumer Council. In FR, consumers can settle disputes through the



3.5. Service loss during switching

In line with Article 106(5) of the EECC, the loss of service during the process of provider switching and the porting of numbers shall not exceed one working day. Although service disruptions or delays due to errors are to be expected, it is noteworthy that as many as 17 MS reported no occurrence of service loss during switching that exceeds one working day. For the MS that reported a service loss exceeding one working day, it can be concluded that the number of such cases is considered acceptable and that the causes are most often technical in nature (e.g. receiving provider has not activated the service or delivered the equipment to the end user, the provider was unable to complete the provision of physical access to the customer).

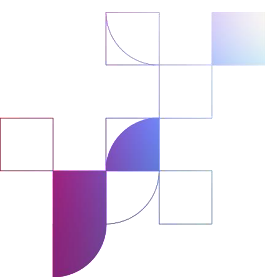
3.6 Termination of contract (via switching or porting) with regard to the phase out of legacy technologies

In BEREC's view, in cases when legacy technologies are phased out, and the end-users are required to make additional expenses to continue using the service (e.g. expenses to adapt their terminal equipment), end-users should be able to terminate the contract, pursuant to Article 105(4) EECC, and, if applicable, the bundle, without cost. Due to this, the MS were asked if they have any specific rules addressing the ability of an end-user impacted by the switch off of 2G/3G networks to terminate their contract or to switch service providers. With regard to specific rules or conditions, most NRAs reported that they do not have any hard-law tools. However, some MS have specific guidelines (e.g. NO - guidelines and information on the copper switch-off, IE – retail guidance in relation to 2G/3G switch-off and Copper Switch-off.) In FI, providers who have an SMP status in a certain geographical area must provide an equivalent connection in terms of quality using technology available (e.g. speech or broadband speed) when doing copper switch-off. On the other hand, in FR, for porting, the rules for the quarantine only apply when it is the end user who has cancelled their contract, therefore not when a contract is cancelled by the provider due to a phase-out of legacy technologies.

CONCLUSION

The switching and porting processes are a key element in the market for ensuring effective competition. The efficiency and transparency of these processes are paramount, together with the level of trust end users place in them. Only when end users have confidence in the

consumer mediation GR has the consumer protection authority as the competent body, similar to NO, which has the Consumer Complaints Board for Electronic Communications. LV has a hybrid approach, meaning that switching is under NRA responsibility within dispute resolution regulation, but compensation is under the court's jurisdiction. In PT, dispute resolution between consumers and providers is carried out in arbitration centres for consumer disputes or justices of the peace. Other end-users, such as companies, can only file their claims before justices of the peace. In ES, the Ministry of Digital Transformation and Public Service, through its Secretary of State for Telecommunications and Digital Infrastructures, is the competent authority to resolve disputes for end users disputing switching and compensation.



switching and porting procedure will they fully benefit from them, thereby enabling effective market competition, which ultimately serves their interests through potential price reductions and eventually better quality of service.

The data collected for this report shows that, while the regulatory framework has been implemented efficiently, certain specific challenges remain, particularly in relation to disincentives encountered during the switching process. Differences in implementation across MS are also evident. However, these do not necessarily indicate a lack of harmonisation. In some cases, it can be observed that there are specific areas that require further consideration, but this assessment is not part of this report.

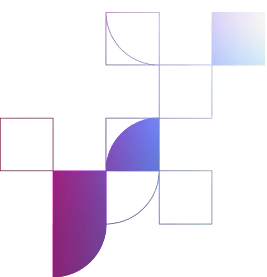
It is important to highlight the specific circumstances of each MS as well as the end-users' expectations and behaviours, which may vary. This highlights the need for a degree of flexibility that enables MS to respond swiftly and effectively to practical challenges that may arise, considering their specific national conditions.

The result of this report shows the various aspects that have an impact on the process of provider switching and terminating contracts, which will serve to better inform end users, providers and NRAs as they evaluate how they might maintain and enhance awareness of end-users' ability to exercise choice and to seek the electronic communications services that best suit their preferences and needs.



Annex 1 – List of countries and NRAs

Country	Code	NRA	NRA's Full Name
ALBANIA	AL	AKEP	Electronic and Postal Communications Authority of Albania
AUSTRIA	AT	RTR	Austrian Regulatory Authority for Broadcasting and Telecommunications
BELGIUM	BE	BIPT	Belgian Institute for Postal Services and Telecommunications
BOSNIA HERZEGOVINA	BA	RAK	Bosnia and Herzegovina Communications Regulatory Agency
BULGARIA	BG	CRC	Communications Regulation Commission
CROATIA	HR	HAKOM	Croatian Regulatory Authority for Network Industries
CYPRUS	CY	OCECPR	Office of the Commissioner of Electronic Communications and Postal Regulation
CZECHIA	CZ	CTU	Czech Telecommunication Office
DENMARK	DK	ADG	Agency for Digital Government (ADG), DIGST, DBA
ESTONIA	EE	TTJA	Estonian Consumer Protection and Technical Regulatory Authority
FINLAND	FI	TRAFICOM	Finnish Communications Regulatory Authority
FRANCE	FR	ARCEP	Autorité de Régulation des Communications Electroniques et des Postes
GERMANY	DE	BNetzA	Federal Network Agency
GREECE	GR	EETT	Hellenic Telecommunications and Post Commission
HUNGARY	HU	NMHH	National Media and Infocommunications Authority
ICELAND	IS	FJARSKIPTAST OFA	The Electronic Communications Office of Iceland (ECOI)
IRELAND	IE	COMREG	Commission for Communications Regulation
ITALY	IT	AGCOM	Autorità per le Garanzie nelle Comunicazioni
KOSOVO*	XK	ARKEP	Regulatory Authority of Electronic and Postal Communications
LATVIA	LV	SPRK	Public Utilities Commission
LIECHTENSTEIN	LI	AK	Amt für Kommunikation



LITHUANIA	LT	RRT	Communications Regulatory Authority
LUXEMBOURG	LU	ILR	Institut Luxembourgeois de Régulation
MALTA	MT	MCA	Malta Communications Authority
MOLDOVA	MD	ANRCETI	National Regulatory Agency for Electronic Communications and Information Technology
MONTENEGRO	ME	EKIP	Electronic Communications and Postal Services of Montenegro
NETHERLANDS	NL	ACM	Authority for Consumers and Markets
NORTH MACEDONIA	MK	AEC	Agency for Electronic Communications
NORWAY	NO	Nkom	Norwegian Communications Authority
POLAND	PL	UKE	Office of Electronic Communications
PORTUGAL	PT	ANACOM	Autoridade Nacional de Comunicações
ROMANIA	RO	ANCOM	National Authority for Management and Regulation in Communications of Romania
SERBIA	RS	RATEL	Regulatory Agency for Electronic Communications and Postal Services
SLOVAKIA	SK	RÚ	Regulatory Authority for Electronic Communications and Postal Services
SLOVENIA	SI	AKOS	Agency for Communication Networks and Services of the Republic of Slovenia
SPAIN	ES	CNMC	Comisión Nacional de los Mercados y la Competencia
SWEDEN	SE	PTS	Swedish Post and Telecom Authority
SWITZERLAND	CH	BAKOM	
TURKEY	TR	BTK	Information Technologies and Communication Authority
UKRAINE	UA	NCEC	National Commission for the State Regulation of Electronic Communications, Radio-Frequency Spectrum and the Provision of Postal Services

*This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

