

# **BEREC Report on the outcome of the public consultation on the draft BEREC Report on Switching and termination of contracts**

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## Executive Summary

This report summarises the responses received to the public consultation on the draft BEREC Report on Switching and termination of contracts (hereinafter BEREC Report). The public consultation was organised from 9<sup>th</sup> December 2025 till 30<sup>th</sup> January 2026 with the objective of gathering stakeholders' comments and observations on the content of the draft BEREC Report.

This BEREC Report, which is a fact-finding report, 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.

In response to the consultation on the draft Report, BEREC received 9 contributions from the following stakeholders (in alphabetical order):

1. BREKO
2. ecta
3. FTTH Council Europe
4. GSMA and Connect Europe (submitted contributions together)
5. MASORANGE
6. MVNO Europe
7. SPUSU
8. TRANSATEL

In general, stakeholders welcomed the opportunity to comment on the draft BEREC Report.

Given the stakeholders' overview, BEREC carefully reviewed the accuracy of the data presented in the report and made several editorial corrections relating to the information provided/clarified by NRAs.

The following sections provide further comments, observations and recommendations expressed within the contributions during the public consultations.

BEREC also notes that stakeholders expressed some of their views on regulatory provisions stemming from the EECC and possible changes proposed, which are outside the scope of the BEREC Report.

## **BREKO**

The BEREC Report confirms that Member States rely on different organisational models. BREKO supports flexibility in switching implementation and considers decentralised, industry - agreed processes on an appropriate basis in many practical cases. The focus should be on harmonising key safeguards and outcomes, not prescribing a single system design. Further, switching and termination requirements must remain proportionate and implementable for alternative network operators. From BREKO's perspective, progress will come from a limited set of outcome-oriented minimum safeguards that improve predictability and prevent tactical delays, without creating additional layers of process complexity or compliance costs. The focus should be on measures that are operationally necessary, scalable for smaller providers, and supportive of fibre activation.

### **Comments on Section 1: Switching and Porting Procedures**

Germany applies a well-established, industry-led decentralised switching approach. The priority is therefore not to introduce a central platform, but to finetune a small number of critical process elements so that decentralised models remain fully predictable and enforceable. This includes a clear starting point for when a switching request is considered submitted, consistent timestamps for the core steps and clear deadlines for each phase. It also includes an objective and clearly defined rejection logic so that rejections are traceable and cannot be used as a delaying tool. These minimum safeguards strengthen decentralised processes rather than replacing them. In the context of copper to fibre migration, BEREC should recognise that copper and fibre are technically independent access technologies. Any loss of service is therefore not inherent to migration, but mainly a matter of process design and execution. Switching procedures should enable efficient fibre activation and avoid unnecessary dependencies that slow down migration. BREKO does not see a need for an additional layer of prescriptive obligations beyond Article 106 (1) EEC, as disproportionate detail rules would risk slowing down implementation and burdening smaller operators without clear added value for end-users. However, BEREC should acknowledge a closely linked practical issue: many copper-to- fibre transitions happen without any change of provider (same provider, new access technology). In Germany, incumbent practices and long-term wholesale "commitment" contracts (often structured as 10+3 years) can create a strong lock-in effect where major wholesale customers are contractually steered into upgrading to the incumbent's fibre when it becomes available, while being effectively prevented from migrating to an alternative fibre provider. Even if this is not "provider switching" in the narrow sense, it undermines the same objectives of timely fibre activation, predictability and competitive fibre take-up. BEREC should caution against migration designs that rely on such lock-in.

## **Comments on Section 2: Disincentives to provider switching or number portability**

In BREKO's view the most relevant disincentives are practical financial and contractual barriers that end-users experience directly. Double billing and the late termination of billing by the losing provider are particularly harmful because they undermine trust in switching and create avoidable disputes. In BREKO's opinion, BEREC should make clear that billing must end after a confirmed switch and that corrections and reimbursements must be provided quickly and without undue burden on end-users. Bundles and terminal equipment can also create strong disincentives when discounts or device restrictions make switching more expensive or more complex. BEREC should require clear, pro rata charging for any remaining device costs so switching does not lead to hidden penalties. In the context of copper to fibre migration, bundle adjustments mustn't be used to relock customers through renewed minimum contract terms. From BREKO's perspective, tackling these bundle-driven switching disincentives requires that alternative fixed network operators can actually compete on convergent offers. This is only realistic if they can obtain wholesale access to mobile networks on fair and comparable terms. BREKO therefore advocates for an effective, non-discriminatory access obligation to mobile networks so that fixed operators can replicate convergent bundles and competition is not distorted by mobile-input foreclosure that entrenches lock-in effects.

## **Comments on Section 3: End-user rights in switching and porting processes**

BREKO supports enforceable end-user rights in switching and porting. Especially switching to fibre is in the end-users' interest, because it enables higher performance and more future proof connectivity. Switching procedures should therefore support efficient activation of fibre services without creating unnecessary dependencies that slow down migration. Effective end-user rights also require financial fairness and transparency. End-users should receive clear, timely information on contract termination to avoid double-billing, as well as on the implications for bundles and terminal equipment, so that switching does not result in hidden lock-in effects. However, addressing such risks cannot rely on switching processes alone but also requires that retail offers and product design do not create undue or opaque barriers to switching. BEREC should therefore focus on outcome-oriented minimum safeguards while leaving sufficient implementation flexibility across national models.

## **Concluding remarks**

BREKO encourages BEREC to focus the final Report on a small set of outcome-oriented safeguards that work across different national models. The Report should recognise decentralised, industry-agreed switching arrangements as a legitimate implementation option and avoid conclusions that indirectly drive re-monopolisation. Switching and portability should be framed as key support mechanisms for copper to fibre migration. BEREC should recognise that copper and fibre are technically independent access technologies and that procedures should facilitate timely fibre activation without unnecessary dependencies on legacy services that slow down migration and take up. Finally, beyond retail switching, Finally, the Report should address practical disincentives

to switching, in particular double billing and barriers linked to bundles and terminal equipment, to strengthen end-user trust and support effective competition and fibre migration. BEREC should also note that copper-to-fibre take-up can be slowed by wholesale migration lock-in, including long-term “commitment” contracts with incumbent-controlled fibre upgrade clauses, which can significantly delay migration decisions. About BREKO As Germany’s leading fibre-optic association, BREKO advocates for fair and effective competition in the German telecommunications market. With more than 500 members including over 260 network operators, BREKO’s membership is firmly committed to future-proof fibre connectivity and accounts for more than 60% of fibre deployment in Germany. BREKO is registered in the lobby register (R002215) for the representation of interests vis-à-vis the German Bundestag and the Federal Government and in the European transparency register (028570718529-43) for the representation of interests vis-à-vis the EU institutions.

## BEREC Response

BEREC appreciates BREKO’s comments on this matter and especially the perspective of this association of fiber providers in Germany. Nevertheless, we do not believe that any of these comments influence our fact-finding report, being future concerns regarding the transition from copper to fibre.

BEREC also appreciates the comments brought to our attention on disincentives. In fact, double billing and conditions regarding bundles and terminal equipment may create strong disincentives to end-users when switching. Nevertheless, we do not believe that any of these comments necessarily influence our fact-finding report.

However, these kinds of contributions are valuable to foster discussion among stakeholders and guide BEREC’s future work.

## ecta

ecta represents those alternative operators who, relying on the pro-competitive EU legal framework that has created a free market for electronic communications, have helped overcome national monopolies to give EU citizens, businesses and public administrations quality and choice at affordable prices. ecta represents at large those operators who are driving the development of an accessible Gigabit society, who represent significant investments in fixed, mobile and fixed wireless access networks that qualify as Very High-Capacity Networks (VHCN) and who demonstrate unique innovation capabilities.

ecta notes that effective application of cross-technology IAS switching, for instance, between copper, cable and fibre is not regulated in most Member States. The adoption of VHCN technologies is key for EU end-users and for EU competitiveness. ecta considers that the efficient and effective introduction and implementation of cross-technology IAS switching (between copper, cable and fibre) should be at the core of the European policy objectives.

Therefore, ecta calls on BEREC to further elaborate its draft Report, for it to become a “best practices” report, and to include a clear list of the Member States which effectively enabled the switch between copper, cable and fibre, and underlining the importance of such switching possibility for end users’ adoption, and to ensure effective competitive dynamics.

Furthermore, as it emerges from the draft BEREC report, all NRAs confirm that geographic and mobile numbers are portable in all Member States, reflecting long-standing harmonisation in this area. By contrast, the treatment of non-geographic, nomadic VoIP and M2M numbering ranges remains inconsistent across Member States. The same applies to M2M numbers and the issue of switching IAS on in-vehicle terminal equipment based on embedded eSIMs.

ecta also notes an interesting circumstance in some MS where IAS switching is governed by self-regulatory or voluntary mechanisms supported by the NRA. They are the ones with decentralised systems based on bilateral agreements between providers where NRAs acknowledge risks of inconsistencies and longer resolution times in case of disputes. In such cases, consumers cannot have automatic compensation and must actively submit a claim, which often discourages end-users from seeking redress, particularly when the amounts involved are low (claim-based system).

In light of all those evidences clearly emerging from the draft BEREC Report, ecta calls on BEREC to include the fact as shown from the DE and AT examples, that effective competition is likely to be strictly tied to the way in which provider switching and portability procedures, as well as the mechanism such as compensation for end users provided by the EECC, are structured and regulated in the Member States.

ecta calls on BEREC to underline the need for more harmonisation, and to increase competition and consequently end user welfare in their respective national ECN and ECS markets.

When it comes to the areas that can be improved in the final text of the BEREC report, ecta has identified one important issue and one area for improvement, on which we provide ecta's constructive input below.

ecta observes that the draft BEREC report does not consider the negative cases where regulation (or the absence thereof) is (or potentially) hampering efficient and timely IAS switching and/or number portability. ecta acknowledges that the inclusion of an issue in a report drafted by BEREC, could be a sensitive one. ecta therefore considers that the inclusion of a section describing regulatory shortcomings and negative consequences would be extremely useful.

In the following paragraphs, ecta provides its constructive input through a significant Member State example: Italy, providing detailed views on number portability complexities and contractual locked-in effect.

## **Benchmarking issues**

ecta regrets that the draft BEREC report mixes EU Member States with other BEREC members. This is an issue that ecta highlighted in the comments to several previous BEREC draft reports, and will continue to highlight, because it stands in the way of straightforward assessment and significantly affects outcomes and considerations that can be drawn from the Report for possible future amendments to European Union regulation. ecta therefore invites BEREC, in the final text, to focus the analysis on the EU Member State NRA practices (with other countries shown entirely separately in wording).

ecta notes that the list of questionnaire questions and the related responses by NRAs are

not included in the draft BEREC Report. ecta considers the inclusion of the questions and of the responses by each Member State NRAs fundamental for the completeness of information and related reflections and forward-looking considerations.

ecta kindly asks BEREC to take into utmost account the elements formulated in response and to reflect those in the final text of the draft BEREC Report.

## **BEREC Response**

BEREC welcomes ecta's perspective on cross-technology IAS switching and acknowledges its importance for the development of the Gigabit Society and effective competitive dynamics across the EU. BEREC notes that the draft BEREC Report already reflects the fact that evidence on IAS switching remains limited, as practical experience of switching is sometimes still at an early stage across the EU/EEA, and that the receiving-provider led principle is the prevailing model. Given that the Report is a factual mapping exercise, BEREC is not in a position to transform it into a best practices document within the scope of this edition. Nevertheless, BEREC takes note of ecta's suggestion and will consider whether future monitoring or follow-up work could include a more systematic mapping of cross-technology IAS switching implementations across Member States, with a view to identifying good practices and facilitating convergence.

BEREC acknowledges ecta's observations regarding the regulatory characteristics of the switching and portability frameworks. Nevertheless, BEREC is of the view that such reports, even if not being formal recommendations, provide an overview of the practices which NRAs consider, given national circumstances, to better address the end-user protection in electronic communications. Nonetheless, BEREC will take into consideration ecta's observations in the context of future policy and monitoring work.

BEREC appreciates ecta's detailed input regarding regulatory practices that may, in ecta's view, negatively affect end-user switching opportunities and the overall competitive dynamics of national markets. BEREC acknowledges the value of such observations for a comprehensive understanding of the implementation landscape across the EU. As regards the specific Italian examples mentioned, BEREC notes that the relevant information related to identity verification requirements and contract duration practices is already reflected in the factual descriptions contained in the BEREC Report. BEREC will take note of ecta's observations when considering possible future analytical or monitoring work on the effectiveness of national switching and portability frameworks.

BEREC acknowledges ecta's comment on the treatment of non-EU BEREC members and recalls that this observation has been raised by ecta in the context of previous public consultations as well. BEREC notes that BEREC's mandate includes NRAs from both EU Member States and non-EU EEA countries, and that the Report reflects contributions from all NRAs participating in the exercise. The current structure of the Report, which presents data from all participating NRAs in an integrated manner, is consistent with BEREC's established methodology and will be maintained in the final version.

BEREC takes note of ecta's request to include the questionnaire and NRA responses in the final Report. BEREC recalls that the questionnaire was designed as an internal working tool to collect structured factual information from NRAs, and that its design reflects BEREC's methodology for fact-finding exercises. The publication of individual NRA responses in full would significantly increase the length and complexity of the document and may also raise issues related to the accuracy of the information beyond what NRAs

have authorised for publication. For these reasons, BEREC does not intend to include the full questionnaire and individual NRA responses in the final Report, as doing so would be detrimental to the readability and analytical coherence of the document.

## FTTH Council Europe

FTTH Council sees ‘Switching and Termination of Contracts’ item in two ways,

1. it is a critical element to enable copper switch-off and
2. it is also an important end-user project in its own right.

The BEREC report is a very comprehensive overview of the situation in EU27, but the FTTH Council believe that an opportunity is being missed with this report. While the report notes that it is not an opinion, it also notes, that in relation to Internet Access Services (IAS), experience to date is limited – however, it is understood that every IAS customer currently on copper networks will have to switch to a new service, either internally (staying with the same provider) or externally (opting for a different network provider). The upshot is that switching and termination of contracts is going to take on an outsized importance in the next 5 years where the transition from copper to fibre means the consumer must change the retail provider. In that context, there is an opportunity for BEREC to identify best practice and to make a series of Recommendations to its Members.

## Commentary

The draft BEREC report rightly recognises switching and termination of contracts as central to effective competition and end-user empowerment, but it underestimates the specific challenges and opportunities linked to large-scale migration to very high-capacity FTTH networks and bundled fibre-based offers. While the FTTH Council Europe welcomes the report and proposes targeted improvements to ensure that switching and termination rules actively facilitate the transition from legacy networks to fibre networks while maintaining high levels of consumer protection.

### 1. General comments and support

- The focus on efficient, transparent switching and the receiving-provider-led, one-stop-shop model is strongly supported, as these elements are essential to stimulate retail competition on FTTH networks. It is concerning that two Member States continue with transferring-provider-led processes.
- FTTH Council Europe welcomes the systematic mapping of national practices regarding switching, porting, disincentives and end-user rights and sees this as an important evidence base for future EECC implementation and any possible legislative follow-up under Article 123.

### 2. Need for fibre-specific treatment

- The report largely treats “IAS switching” in a technology-neutral way (with significant emphasis on mobile), while acknowledging that cross-technology switching (e.g. copper– fibre) is often not specifically regulated and remains uneven across Member States.
- FTTH Council Europe recommends that BEREC explicitly address technology migration scenarios (copper/DSL or CATV to FTTH) in its analysis and guidance.

### 3. Switching processes and timelines

- The report confirms that number portability is generally completed within one working day, whereas fixed IAS switching deadlines are highly divergent and sometimes extend well beyond three to five working days. This is considerably worse than the mobile equivalent procedures.
- The FTTH Council Europe encourages BEREC to promote a more harmonised benchmark for fixed IAS switching (including FTTH), with:
  - Clear maximum switching timelines that are ambitious but realistic for fibre deployment and activation.
  - A requirement that any longer timeframes (e.g. where civil works or new drops are needed) are transparently communicated upfront to end-users.

### 4. Bundles, terminal equipment and FTTH migration

- BEREC documents substantial divergence in how bundles and terminal equipment are treated, including whether a single request can cover all bundled elements and how partial switching affects discounts and contract conditions.
- FTTH Council Europe is concerned regarding consequences of termination of bundled offers as well as when downgrading such offers.
- FTTH Council Europe therefore recommends that BEREC:
  - Clarify that, in line with Articles 105, 106 and 107 EECC, contractual and equipment-related conditions must not have the effect of making migration to FTTH significantly more onerous than staying on legacy technologies.
  - Encourage NRAs to promote fair solutions for bundled terminal equipment on fibre offers (e.g. proportional residual charges; possibility to continue paying equipment in instalments after switching access provider; or device unlocking obligations where technically feasible).
  - NRAs should ensure that receiving providers have the opportunity to offer bundles, too. Mobile operators should be required to offer such wholesale products to support the broader bundle.

### 5. Contractual disincentives and investment incentives

- The report shows that long commitment periods, automatic prolongation, high early termination fees, and in-contract price increases (including indexation clauses) can all act as disincentives to switching, particularly when coupled with complex bundle conditions.
- FTTH Council Europe recognises that investment in FTTH networks is capital-intensive and that some minimum contract durations and reasonable recovery of promotional or installation costs are needed to sustain deployment incentives. In this context, the Council encourages BEREC to differentiate between legitimate cost-recovery mechanisms (e.g. proportionate early termination fees linked to residual installation or CPE costs) and practices that unduly deter switching (e.g. flat high penalties or repayment of full, undiscounted device prices).

### 6. Provider-related practices, win-backs and double billing

- BEREC identifies a range of procedural disincentives, such as aggressive retention tactics, requiring end-users to contact the transferring provider for codes, long call-waiting times, and double-billing when accounts are not ceased correctly.
  - FTTH Council Europe supports strong enforcement against practices that

undermine the receiving-provider-led model and suggests that BEREC encourage NRAs to adopt a receiving provider-led process.

- Encourage NRAs to adopt explicit rules or industry codes to eliminate double-billing after successful FTTH switching and to ensure that any win-back activity respects end-users' choice, avoids pressure tactics, and does not add extra steps to the switching process.

## 7. End-user rights, compensation and dispute resolution

- The report rightly emphasises rights to switch and port, to receive compensation for delays and loss of service, and to access effective dispute-resolution mechanisms, but shows significant divergence in how compensation is triggered (automatic versus claim-based) and in the availability of withdrawal rights. FTTH Council Europe Brussels Belgium
- For FTTH migration to be fully trusted, the FTTH Council recommends:
  - A wider use of automatic compensation regimes for clear, objectively verifiable failures (e.g. loss of service beyond one working day during fibre migration, or unjustified porting delays).
  - Simple, well-communicated procedures for end-users to withdraw from a switching request prior to activation, especially where unexpected technical constraints or cost elements arise during FTTH installation.

## 8. Data collection, monitoring and best practices

- BEREC notes that implementation of Article 106 EEC is uneven, particularly for IAS switching, and that there is room for improvement in transparency and efficiency.
- FTTH Council Europe encourages BEREC to build on this report by:
  - Collecting FTTH-specific indicators (e.g. average switching time to FTTH services from copper or CATV, rate of complaints related to fibre migration from copper or CATV, frequency of double billing in FTTH switches from copper or CATV, and issues related to CPE or ONT returns).
  - Showcasing best practices where NRAs and industry have developed digital, standardised processes for FTTH switching (including e-ID-based consent, centralised platforms, and clear rules on wholesale coordination) and using these as a reference for other markets.

## 9. Standardisation

- One area that is largely unaddressed in the report is the question of standardisation for IAS switching (the discussions tend to focus on mobile switching/porting standards)
- Delayed switch-overs can be caused by multiple factors, but one issue is the lack of a standardised process for the physical connection of a customer. The FTTH Council recommends that BEREC identify the need for standardisation in switching processes based on best practice.

## 10. Concluding remarks

FTTH Council Europe Brussels Belgium FTTH Council Europe appreciates the opportunity to comment on this draft and strongly supports BEREC's objective of empowering end-users through simple, reliable switching and termination processes. FTTH Council asks BEREC to reconsider its decision not to identify

best practice or to issue recommendation to its Members in the final report. GSMA & Connect Europe.

## BEREC Response

BEREC appreciates the suggestions put forward by the FTTH Council Europe to identify and promote best practices and a more harmonised benchmark. BEREC appreciates FTTH Council Europe's detailed input regarding regulatory practices and concerns related to future provisions that may negatively affect end-user switching opportunities and the overall market dynamics in fixed network ecosystem. BEREC notes that this is a fact-finding report; hence, it is not intended to provide recommendations related to the subject. Nevertheless, BEREC is of the view that such reports, even if not being formal recommendations, provide an overview of the practices which NRAs consider, given national circumstances, to better address the end-user protection in electronic communications.

Exercises of this kind, whereby BEREC collects data and prepares a report, are intended to provide an overall picture of switching processes and contract termination practices, with a view to fostering discussion among stakeholders and guiding BEREC's future work.

Having that in mind, BEREC notes FTTH Council Europe's suggestions to address technology migration scenarios, collect FTTH-specific indicators, consider the potential standardization of IAS switching processes, and to examine the need to distinguish between legitimate cost-recovery mechanisms and practices that may unduly deter switching and might consider them for future analytical and monitoring work.

## GSMA and Connect Europe

Stakeholders noted that industry faces many challenges, and the ambitions for the DNA is to have a framework that will prioritise and incentivise network investment and infrastructure-based competition based around the following core principles:

- 1) Promoting competitiveness
- 2) Simplifying and streamlining regulation
- 3) Harmonisation / Completion of the single market

The revision of the current EECC's chapter on end-user protection plays an important part of these principles and the aim should be to simplify current rules and secure harmonisation and completion of the Single Market. This was to some degree also intended in the EECC as expressed in the introductory article to the end-user protection chapter of the EECC, defining the level of harmonisation, stating that after December 2021, EU Member States were not to maintain or continue to apply more stringent national consumer protection provisions diverging from those laid down in Articles 102 to 115. The relevant articles in the draft report sit within this range of articles; namely Articles 105-107.

The draft report appears to neglect somewhat the intentions expressed in Article 101 of the EECC, with BEREC stating that "differences in implementation do not necessarily indicate a lack of harmonisation". While operators should continue to be allowed to

consider the operational implementation, the outcome of such implementation should not differ across Member States.

Another point is the lateness of the transposition of the EECC across EU Member States, for which the deadline was December 2020. The majority of EU Member States only transposed the EECC in 2022 with a few pushing it into 2023 and as late as 2024. As highlighted in the BEREC Report, consumer protection is a key component of a competitive environment. However, end-user markets are “*already highly too competitive*”, consumer protection must therefore not become a source of unnecessary hurdles and excessive bureaucracy, but should be as simple and functional as possible, and harmonised across the EU. Otherwise, consumer protection itself will become an obstacle to existing end-customer competition.

Stakeholders believe that Articles 105-107 secure competition in the market between providers, but they do not see a continued need to regulate providers down to the smallest detail, while most of the provisions can be covered by existing horizontal law. Considering that Over-the-Top (OTT) players have been permitted over the last decade to offer services clearly substitutable with traditional telecom services, without any noticeable regulatory intervention, although the EECC allowed for this, should reflect that simplification and harmonisation should be sought without detriment to consumers.

Given the fact that the Commission’s proposal for a Digital Networks Act (DNA) has now been published, stakeholders, unfortunately, do not see substantive changes going in the direction that we are advocating for in relation to Articles 105-107 and their equivalent in the DNA (Articles 97, 98 and 100).

#### **Art. 105 – Contract duration and termination (DNA – Article 97)**

As noted in the draft report (chapter 2.1.1), contract periods vary considerably across EU Member States. Contract periods differ, but they believe that it should not be for the Member State to decide but should be freely determined by operators and the market. A 24-month contract period is explicitly allowed in the EECC and is also common in other sectors. Restricting the discretionary scope would lead to a loss of flexibility in contract design, ultimately affecting consumers.

It should avoid any potential disincentive to changing providers, but they support cross-border harmonisation of such rules. Contrary to the draft BEREC report, however, indexation clauses (price adjustments in line with the consumer price index) do not pose an obstacle. On the contrary, they are helpful in ensuring that generic cost increases can be passed on to end customers in an unbureaucratic way. Once again, the freedom to design contracts in an unbureaucratic and flexible way is particularly beneficial to consumers. Therefore, indexation clauses should be explicitly allowed.

The current wording allowing providers of ECS to make unilateral contractual provisions, provided that they comply with a specific process and conditions are important to maintain, and similarly, the conditions in Article 105(4), which secures an opt-out principle for consumers in case of contractual or pricing changes. 3

#### **Art. 106 – Provider switching and Number Portability (DNA – Article 100)**

Contributors to the PC call for a simplification of Article 106 through a deletion of Article 106(8) on compensation to end-users and 106(9) on information requirements on compensation. Today, EU Member States are laying down unnecessarily complex and

costly rules and extending beyond the parameters of the EECC through gold-plating. There is no need for such disproportionate sector-specific rules and sector-specific penalties. Compensation is intended to compensate for a specific loss or damage; without reporting a specific loss or damage, it is virtually impossible to assess what needs to be compensated, meaning compensation cannot be calculated. In the end, this will only lead to higher retail prices, as providers need to pass on the costs of such excessive regulation to their end customers. Number portability has been in place across EU Member States since the late '90s to early 2000s, with solutions ranging from full industry solutions to other solutions where authorities have had a degree of involvement. Since the major investments have been made and can be considered sunk costs, stakeholders are calling for leaving the systems as they are. Any changes made will be pure costs, which are unlikely to bring any further benefits to end-users.

We also note some degree of confusion of terminology between “switching” and “number portability”. Switching would refer to an end-user terminating their contract and moving to another provider, whereas “number portability” refers to the transferring of a number from one operator to another for the purpose of the end-user retaining their current number when signing a contract for services with another provider. Therefore caution was raised against unclear usage of terms such as “switching” and “number portability” (e.g., in the Conclusions of chapter 3, p. 40).

#### **Art. 107 – Bundled offers (DNA – Article 98)**

Art. 107 should remain except for sub-paragraphs (1), (4), and (5); (1) duplicates requirements under the Consumer Rights Directive, and (4) extends consumer rights to SMEs and NGOs; (7) allows for EU Member States to introduce further requirements, creating fragmentation in the Single Market. There are considerable variations in how EU Member States apply Article 107 and even extend the definition of types of services.

The question is why an example of business users is included in the report (chapter 2.1.4), as companies would typically be negotiating their terms and conditions with a provider of their choice. It is a basic principle that consumers are regarded, individually, as having less negotiation power, which is why there should be (and is) a framework to specifically protect this group of customers.

In chapter 2.1.5 an issue is raised that, in case of switching, the customer cannot be guaranteed that they will have an identical “bundle” with the new provider. We question why this example has been included since providers are individual companies that compete with one another, with different products and services. It must be the customer’s responsibility to seek out information about the bundle they have a preference for in the buying process.

The report remains very unclear about the problems with switching providers of individual components within a bundle. “Everything from a single source” is a consumer preference, which is why bundled offers have become so prevalent in the market. Finally, components of a bundle are usually also offered individually.

#### **Customer win-back activities**

With regard to win-back activities, we believe that this represents a legitimate part of competition between providers. If the transferring provider has the opportunity to offer its customer a better value proposition if they decide to stay, this may have benefits for the

customer and should not be interpreted as an attempt to constrain competition. In fact, many customers take advantage of new terms offered by their existing provider; this 'battle' for end customers is a sign of healthy competition. Therefore, NRAs should only engage with this process to prevent improper conduct that might harm consumers, e.g., harassment or misrepresentation.

### **Concluding remarks**

The European telecom sector needs to have a regulatory framework that is conducive to deploying networks and providing services on a Europe-wide basis, where individual providers so wish, thereby aiming for opportunities to scale. For this to happen, cross-border barriers need to be removed, and rules need to be effectively harmonised. A deregulatory approach is therefore necessary to reduce fragmentation and reduce the complexity of operating in different markets. Any remaining rules, for which we are in support of adjusting Articles 105-107 of the EECC, should be fully harmonised, prohibiting any gold-plating at the national (EU Member State) level.

Where cases of non-compliance with the framework and/or horizontal law are observed, this should be regarded more as a matter for national authorities to ensure enforcement. Here, NRAs have sufficient enforcement rights and powers, meaning that the legal framework does not need to be amended with regard to enforcement. In fact, practice shows that NRAs sometimes fail to properly exercise their enforcement powers.

The draft BEREC report, unfortunately, demonstrates that currently there is a very high degree of fragmentation and a certain degree of gold-plating, representing an obstacle to building a true Digital Single Market for telecommunications services.

### **BEREC Response**

BEREC acknowledges that the perspectives of GSMA and Connect Europe offered in their joint contribution are valuable and appreciates the effort put into suggesting improvements to its draft report on switching and termination of contracts.

BEREC notes GSMA's and Connect Europe's suggestions and might consider them for future analytical and monitoring work.

Regarding the issue raised on the terminology of "switching" and "number portability", BEREC considers it useful to structure its draft report by distinguishing between the switching process for IAS, as established in Article 106 (1) EECC, and the porting process (or portability) for numbers, as established in Article 106 (2) EECC. This distinction allows BEREC to better capture the varying implementation practices among Member States. The draft report already outlines the differences in terminology and clarifies that those two terms ultimately pursue the same objective of facilitating the change of provider by end-users under equivalent conditions while ensuring legal certainty and enforceability. Looking ahead, BEREC will continue to exchange views with stakeholders to achieve our shared goals.

Given that this is a fact-finding report, BEREC is not in a position to opine on possible best practices within the scope of this document. Nevertheless, BEREC is of the view that such reports, even if not being formal recommendations, provide an overview of the practices which NRAs consider, given national circumstances, to better address the end-user

protection in electronic communications.

BEREC also notes that GSMA and Connect Europe expressed some of their views on regulatory provisions stemming from the EECC and the proposal for DNA, which is outside the scope of the BEREC Report.

## MASORANGE

The contribution reflects a general position in favour of a light-touch regulatory approach, considering that the current framework already ensures effective competition and consumer protection. MASORANGE highlights the importance of safeguarding consumer choice, including both the ability to switch providers and the freedom to remain with the current provider.

The main arguments raised are summarised below:

- **Balance between facilitating switching and protecting consumer choice:** MASORANGE considers that regulatory intervention should strike an appropriate balance between enabling consumers to switch providers and preserving their freedom to remain with their current provider if they so choose. In this context, MASORANGE underlines that regulatory measures aimed at facilitating switching should not undermine the possibility for consumers to maintain their existing contractual relationship where this reflects their genuine preference.
- **Objective of regulation: consumer choice rather than promoting switching:** MASORANGE argues that regulation should not aim to incentivise switching as a policy objective. Instead, the focus should be on safeguarding consumers' ability to make a free and informed choice, including the option not to switch. This approach is presented as consistent with the underlying objective of consumer protection within the EU regulatory framework.
- **Transparency between operators during the switching process:** MASORANGE links a number of issues identified in switching processes, such as double billing or delays in contract termination, to insufficient transparency and coordination between transferring and receiving providers. In its view, effective cooperation and information exchange between operators are essential to ensure a smooth and reliable switching process.
- **Need for structured infrastructure to support transparency in switching:** MASORANGE suggests that ensuring transparency throughout the switching process may require the use of structured infrastructures capable of supporting coordination, traceability and the exchange of information between operators. Such infrastructures would contribute to improving the efficiency and reliability of switching procedures.
- **Reuse of existing number portability infrastructure:** MASORANGE highlights that existing number portability systems, which are already well established across Member States, could potentially be reused to support switching processes. According to the contribution, this approach could enhance efficiency, ensure interoperability and avoid unnecessary duplication of systems and investments.
- **Adequacy of the current regulatory framework (Articles 105–107 EECC):** MASORANGE considers that Articles 105–107 of the EECC already provide an

- adequate framework to ensure competition between providers and protect consumers. In its view, most relevant aspects are already covered by the existing regulatory framework and by horizontal consumer protection legislation, making additional detailed regulation unnecessary.
- **Support for a hybrid switching model:** MASORANGE expresses support for a hybrid model combining industry-managed infrastructure with oversight by the national regulatory authority. This model is presented as a proportionate and effective approach to ensuring transparency, coordination and operational efficiency in provider switching processes.
  - **Switching of bundled services (Art. 107 EECC):** MASORANGE notes that rules for switching bundled services vary across Member States and argues that such differences should not necessarily be interpreted as barriers to switching. The contribution reiterates that the legally protected interest is not the act of switching itself, but the consumer's ability to make a free and informed choice, considering the characteristics of bundled offers.

## BEREC Response

BEREC appreciates MASORANGE's detailed input regarding regulatory practices and concerns related to switching.

The BEREC report provides a descriptive analysis of how provider switching and contract termination processes operate in practice across Member States, identifying divergences that may affect consumers independently of the formal adequacy of existing regulation. While MASORANGE raises concerns about the risk of excessive additional regulation, BEREC clarifies that the report does not promote switching as a policy objective, but rather assesses what existing procedures are in place, which enable consumers to exercise effective choice under real market conditions. The analysis shows that, in practice, consumers may face procedural, contractual and operational barriers when attempting to terminate contracts or change providers.

BEREC acknowledges MASORANGE's view that certain issues identified in the report, such as delays or double billing, may be linked to insufficient transparency between transferring and receiving providers. However, the report highlights a broader set of factors affecting switching processes, including validation procedures, coordination mechanisms, timing constraints and contractual conditions.

Regarding bundled offers, BEREC notes that differences in national approaches do not necessarily constitute barriers to switching, but that bundled services may introduce additional layers of complexity (such as multiple contractual elements, service interdependencies or differing termination conditions) which can affect consumers' practical ability to exercise choice.

BEREC also notes that this stakeholder expressed some of its views on regulatory provisions stemming from the EECC, which is outside the scope of the BEREC Report.

## MVNO Europe

MVNO Europe is grateful that BEREC provides, in the draft Report, a detailed overview of NRA practices relating to the implementation of the provider switching and number

portability measures.

### **Mobile communications markets**

MVNO Europe agrees with BEREC's finding that mobile number portability is implemented in all EU Member States, and is functioning well, including the fact that the one-day rule for mobile portability is generally respected (page 15, para 6).

MVNOs contribute strongly to innovation and competition and provide clear Business-to-Consumer (B2C) and Business-to-Business (B2B) end-user benefits by offering the most flexible and least restrictive mobile communications solutions on the market.

MVNOs typically do not engage in SIM-locking mobile handsets.

### **In-vehicle connectivity and switching**

Applying the same switching obligations for end-users in the connected car context (i.e. enabling the persons owning/leasing/driving cars to switch suppliers of in-car connectivity) - particularly in relation to in-car Wi-Fi - raises significant technical and economic concerns that merit careful consideration.

Connected vehicles are fundamentally different from mobile phones. Enabling switching in this context would require that vehicles support two separate SIMs: one for services such as telemetry, telematics, eCall, and infotainment, and another for optional services such as in-car Wi-Fi.

Implementing dual-SIM or eSIM provisioning capabilities would necessitate substantial reengineering of the vehicle's Telematics Control Unit (TCU), including hardware redesign, software updates, and integration of complex multi-profile management systems. This is not only technically challenging but also financially burdensome for the European automotive sector.

If required to implement switching between Internet Access Providers, European automobile manufacturers may be forced to discontinue in-car Wi-Fi offerings altogether, depriving consumers of a service which, while optional, adds convenience and value. Importantly, end-users (the persons owning/leasing/driving cars) already have alternative means of accessing in-car internet, such as mobile hotspot features on smartphones, tablets equipped with cellular connectivity or dongles, without requiring structural changes to the vehicle.

Given these realities, a proportionate and pragmatic approach is needed as part of the Digital Networks Act. An exemption from switching obligations for connected vehicles should be made. This would preserve innovation, avoid unnecessary costs to the European automotive sector, and ensure that regulatory goals are met without unintended negative consequences.

For the avoidance of doubt, MVNO Europe supports the ability for automobile manufacturers to switch their suppliers of connectivity services to cars, and remarks that the advent of eSIMs for IoT/M2M/Connected Vehicles enables automobile manufacturers to do so through remote provisioning of eSIMs.

### **BEREC Response**

BEREC appreciates MVNO Europe's detailed input regarding in-vehicle connectivity and its technical observations. BEREC recognises that modifying the terminal equipment in

existing and future vehicles, adding a second SIM slot, dual-SIM/eSIM management and re-certifying the TCU, is resource-intensive. Nevertheless, the current single-SIM design, which is tightly tied to safety-critical functions, remains a technical disincentive that effectively locks cars to a single connectivity provider.

BEREC also notes that this stakeholder expressed some of its views on regulatory provisions stemming from the EECC and the proposal for the DNA, which is outside the scope of the BEREC Report.

## SPUSU

SPUSU's statement specifically addresses the disincentives to provider switching or number portability in Germany and Austria:

### Germany: Absence of Automatic Contract Termination on the Porting Date

Article 106(6) EECC requires that the end-users' contracts with the transferring provider shall be terminated automatically upon conclusion of the switching process. This automatism is fundamental for preventing contractual disputes and ensuring a seamless one-stop-shop experience.

In Germany, however, this obligation has not been transposed into national law. Instead, the termination of the existing contract continues to rely on a second action by the customer. The porting process does not automatically trigger the end of the previous contractual relationship. Detailing situation, the stakeholder concludes that given that the draft report already highlights Germany as a Member State relying on self-regulatory arrangements, we strongly encourage BEREC to explicitly note that Germany has not implemented the automatic contract termination requirement and that this gap materially undermines the functioning of the EU switching framework.

### Austria: Contract Ends on Porting Date, but Notice Periods Are Charged Retroactively

Austria has formally implemented the EECC requirement that contracts must end automatically on the switching/porting date. In practice, however, providers regularly apply the following mechanism:

- The contract is deemed to end on the porting date,
- but the porting date is also interpreted as the date on which the customer gave termination notice,
- resulting in charging of the contractual notice period, and thus
- generating additional charges after the contract has already ended.

In the stakeholder's view, Austrian regulatory practice generates consumer confusion, undermines trust in switching procedures, and contradicts the competitive objectives of the EECC framework.

### Request for Clarification in the Final Report

In light of the above, we respectfully ask BEREC to:

- Recognise that deviations from the EECC's automatic-termination principle continue to exist, with measurable negative impact on consumers.
- Clarify that application of notice periods after the porting date constitutes a

- prohibited switching disincentive under Articles 105 and 106 EECC.
- Strengthen the recommendation that Member States must ensure that automatic termination is truly automatic – both legally and financially – without residual obligations for consumers.

Such clarifications would significantly support harmonised, consumer-centric switching processes across Member States and reduce the risk of national interpretations that undermine the effectiveness of the EECC switching regime.

## **BEREC Response**

BEREC appreciate insights received in relation to automatic termination of contracts and application of notice periods.

With regard to the automatic termination of contracts, BEREC notes that Article 106(6) of the EECC requires the automatic termination of the transferring provider's contract upon conclusion of the switching process. Given the fact-finding nature of this exercise, BEREC provides a general overview of aspects related to switching and termination and does not intend to investigate national matters. Nevertheless, BEREC is of the view that such reports, even if not being formal recommendations, provide an overview of the practices which NRAs consider, given national circumstances, to better address the end-user protection in electronic communications.

With respect to notice periods, BEREC has acknowledged in its report that, where notice periods apply in the case of switching, end-users may experience contract overlaps and would likely be double-billed, which may discourage end-users from switching. In line with the purpose of this fact-finding report, BEREC has clarified in the report the application of notice periods in the case of switching in Austria.

## **Transatel**

### **Connected Vehicles Operate in a Distinct Technical Environment**

Connected vehicles rely on a highly integrated Telematics Control Unit (TCU) that provides essential operational and safety functions, including:

- telemetry and predictive maintenance
- telematics and remote diagnostics
- eCall and emergency systems
- security updates
- infotainment platforms

These systems are built around a single, secure connectivity profile deeply embedded into the vehicle's architecture.

By contrast, smartphones are designed from the outset for user-driven SIM management and provider switching. The two environments are fundamentally different.

### **Introducing End-User Switching Would Require Major Redesigns**

To enable end-user switching of in-vehicle internet providers, European automotive

manufacturers would be required to support two separate connectivity profiles:

- one for safety and vehicle-management functions,
- one for optional consumer services, such as in-vehicle WiFi. Implementing this would require substantial changes, including:
  - hardware redesign to accommodate dual-SIM or multi-eSIM management,
  - new software stacks and secure provisioning systems,
  - re-validation and re-certification across multiple vehicle platforms.

These changes would impose significant engineering and financial burdens on the automotive sector without commensurate benefits for consumers.

### **Risk of Reduced Service Availability for Consumers**

Given the cost and complexity of such redesigns, many European vehicle manufacturers would likely choose to withdraw optional in-vehicle WiFi services rather than undertake the required modifications. As a result, consumers could lose access to a service they value, even though it is non-essential and already optional.

### **Consumers Already Have Easy Alternatives for In-Vehicle Connectivity**

Users today can readily access in-vehicle internet using:

- smartphone tethering (mobile hotspot),
- tablets with integrated cellular connectivity,
- portable dongles or WiFi units.

These alternatives provide users with complete freedom to choose their connectivity provider without requiring structural changes to the vehicle. In practice, users already enjoy effective choice over their in-vehicle internet access.

### **Vehicle-Level Switching Is Already Enabled by eSIM Technology**

Transatel strongly supports competition in the automotive connectivity supply chain. Importantly, vehicle manufacturers already have the ability to switch their connectivity provider through:

- IoT/M2M eSIM remote-provisioning standards,
- over-the-air profile downloads and updates.

This ensures that competition between connectivity providers at the wholesale/vehicle manufacturing level is fully achievable

#### **1. A Proportionate Regulatory Approach: Exemption for Connected Vehicles**

In light of the technical realities and consumer choice landscape, Transatel recommends that connected vehicles be exempt from end-user switching obligations.

Such an exemption would:

- avoid unnecessary and costly redesigns for European automotive manufacturers,
- preserve the availability of optional in-car WiFi for consumers,
- ensure that regulatory objectives are met in a proportionate and effective manner.

## Conclusion

Transatel encourages policymakers to adopt an approach that recognises the unique architecture and safety requirements of connected vehicles. By providing an exemption from end-user switching obligations and relying instead on well-established vehicle manufacturers' level eSIM switching mechanisms, the European Union can support competition, innovation, and consumer choice without imposing disproportionate burdens on the automotive sector.

## BEREC Response

BEREC appreciates Transatel's detailed input regarding in-vehicle connectivity and its technical observations.

BEREC recognises that modifying the terminal equipment in existing and future vehicles, adding a separate connectivity profile, supporting this and re-certifying the TCU, is resource-intensive. Nevertheless, the current single-SIM design, which is tightly tied to safety-critical functions, remains a technical disincentive that, from the end-user's point of view, effectively locks cars to the single connectivity provider determined by the vehicle manufacturer.

BEREC also notes that this stakeholder expressed some of its views on regulatory provisions stemming from the EECC and possible changes proposed, which are outside the scope of the BEREC Report.