

Draft

BEREC Report on contractual simplification

4 October 2018

Contents

Executive Summary	2
Section 2: Measures and initiatives taken by the Member States	3
Section 3: Ranking of key information elements	5
Next steps	5
1. Introduction and Objective	6
2. Measures and initiatives taken to simplify contract terms.....	7
2.1. Identity of the trader	7
2.2. The main characteristics of each service provided	9
2.3. The price for each service provided	11
2.4. The duration of the contract and the conditions for its renewal and termination.....	14
2.5. Quality of Service.....	16
2.6. Compensation and refund arrangements	18
2.7. Measures to prescribe additional information elements	20
2.8. The outcome of initiatives by NRA which is a contract summary.....	22
2.9. Contract Information – discontinued offers.....	23
2.10. Difficulties encountered and envisaged and extending measures to include NI-ICS.....	23
3. NRAs views on information elements for contract summary	24
3.1. Identity of the trader.....	25
3.2. The main characteristics of each service provided	26
3.3. The price for each service provided	29
3.4. The duration of the contract and the conditions for its renewal and termination.....	31
3.5. Quality of Service.....	33
3.6. Compensation and refund arrangements.....	34
3.7. Additional information elements	35
4. Conclusions and next steps	37
Annex 1 – Nature of Measures and Initiatives.....	39
Measures related to the identity of the trader	39
Measures related to the characteristics of the services.....	39
Measures related to the price of the services provided	40
Measures related to the duration, renewal and termination of contracts.....	41
Measures related to quality of service	42
Measures related to compensation and refund arrangements	43
Measures related to additional information elements	44
Annex 2 – Implementation challenges and outlook	46
Annex 3 – List of Information elements and sub-elements	49
Annex 3 - Country Abbreviations	53

Executive Summary

Contracts between providers of electronic communication services (ECS) and their end-users are becoming increasingly complex. End-user contracts can take different forms (e.g. be provided electronically or in hard copy, be concluded in the provider's shop or at a distance, etc.) and, therefore, may include different amounts and categories of information. In order to allow consumers to make informed and correct decisions when acquiring, terminating and switching ECS (or ECS bundled with equipment/devices), it is important that such contracts provide clear and relevant information in a simplified, easily understandable manner.

This report collates information on practices and initiatives in Member States (MS)¹ to prescribe key information elements (i.e. important contract terms) for contracts between consumers and providers of publicly available ECS, which are intended to assist the consumer to better understand the terms of their contract. BEREC issued a comprehensive questionnaire to National Regulatory Authorities (NRAs), which sought information on any measures or initiatives that had been taken in their MS – not necessarily by the NRA itself – to prescribe how key information elements should be presented in order that consumers of ECS could better understand their contracts. Responses to the questionnaire were received by 6 July 2018 and form the basis of this report. The report also includes details of NRAs' formal enforcement action in respect of unclear or missing contract information. Such measures are largely the NRAs' retrospective manner of prescribing how things should *not* be done. The report also includes NRAs' opinions on the most important information elements (and sub-elements) that should be included in a contract summary, regardless of any measures or initiatives that the NRA may have taken.

This report, when finalised having considered the responses received to a public consultation, will also be taken into account when developing BEREC's input to the EU Commission's implementing act specifying a contract summary sheet.

This report represents an aggregation of the responses received from NRAs by collating the information received and highlighting the key messages. Seven key information elements that should be included in consumer contracts have been identified:

1. The identity of the trader
2. The main characteristics of each service provided
3. The price for each service provided
4. The duration of the contract and the conditions for its renewal and termination
5. Quality of Service
6. Compensation and refund arrangements
7. Additional information elements, such as personal data processing, complaint handling procedures, etc.

¹ Member States (MS) is the generic term used throughout this report to include all countries, whose NRAs have responded to the BEREC questionnaire, regardless of the NRAs status with respect to BEREC (e.g. member or observer) or the country's status with respect to the EU (e.g. member, accession state or member of EEA/EFTA)

It is important to note that these main information elements serve as “chapter headings”, under which there are a number of “sub-elements”, which may be considered equally important to the main information element. By way of example some of the sub-elements under the key information elements “price for each service provided” include:

- “Installation costs (i.e. cost to the consumer including any discount)”,
- “Activation costs (i.e. cost to the consumer including any discount)”;
- “Total periodic charge for the service (e.g. monthly or weekly charge or top-up) during discount period and duration of discount period” and “Total periodic charge for the service (e.g. monthly or weekly charge or top-up) after discount period expires”.

The report is divided into two main sections:

- Section 2, which is a collation of actual measures and initiatives that have already been taken in MS to better clarify consumer contracts, and
- Section 3, which presents a collation of the NRAs’ ranking of those key information elements that they consider should be included in a contract summary.

Section 2: Measures and initiatives taken by the Member States

Section 2 of the report contains the aggregated results of actual measures carried out in Member States (MS), whether by National Regulatory Authorities (NRAs) or other competent authorities (CAs) to simplify key information elements in consumer contracts. This section of the report summarises the measures and initiatives taken by NRAs or other CAs to simplify contract terms, with respect to each of the main information elements and associated sub-elements.

Such measures and initiatives include what are termed as “informal initiatives” for the purposes of this report, such as the dissemination of information by the NRA and the issuing of non-binding guidelines but also include formal enforcement action, where the NRA (or other responsible competent authority) took steps to rectify poor practices in how key information elements were conveyed (or, perhaps were not conveyed) in consumer contracts.

In at least some MS, initiatives or measures were taken in relation to all 7 key information elements. For example, concerning the provision of information on prices and tariffs to be included in contracts, the majority (79%) of the 29 responding NRAs indicated that they or another authority took some type of measure, with the greatest number of them addressing aspects such as the total periodic charge for the service (both during and outside any discount period) and out of bundle calls charges (to mobile, international and non-geographic numbers).

The following points can also be deduced from the collated responses but the numbers will vary from information element to information element:

- Most measures and initiatives taken by NRAs apply to Number-Based Interpersonal Communications Services (NB-ICS²) and Internet Access Services (IAS³). Other types of ECS, such as M2M⁴, TV and Number-Independent Interpersonal Communications Services (NI-ICS)⁵ are not always included within the scope of NRAs' measures and initiatives.
- Many of the NRAs' measures are aimed at "end-users", which has a broader scope than "consumer" and may include small and medium enterprises (SME) or all end-users.
- For the purposes of this report, the nature of NRAs' measures and initiatives can be broadly divided into two distinct categories, formal and informal. Formal measures encompass enforcement action, which may include the imposition of a fine or the NRA issuing a binding decision. Informal measures include, for example, the dissemination of information through the NRAs website, a forum led by the NRA or the NRA issuing non-binding guidelines.
- In some MS there already exists formal requirements for both pre-contractual and contractual information. Such formal requirements may include the relative size of the various information elements, the format, font size, colour and contrast, etc. of the information.
- Some MS prescribe when certain information elements must be provided to consumers i.e. whether pre-contractually, during the contract/sales agreement or shortly after the conclusion of the contract. Providing key information during the contract/sales agreements is the most prevalent requirement across MS.
- Many measures and initiatives that NRAs take are applicable to all contract types but some are limited to distance contracts and/or off-premises contracts.
- In Belgium, Germany and Portugal⁶ the NRAs have developed a contract summary template which has to be provided to end-users prior to the conclusion of the contract and that includes, among other types of information, information on prices and tariffs.
- In some MS, providers of ECS are required to maintain a database of old tariff plans, typically in an online archive on the providers website, which will allow customers to access the details of their tariff plans for as long as there are subscribers to that plan.

² The term "Interpersonal Communications Services" is defined in Article 2(5) of the European Electronic Communications Code (EECC) as currently drafted before the text is finally settled. "NB-ICS" represents Number-Based Interpersonal Communications Services, as defined in Article 2(6) of the EECC.

³ "IAS" represents Internet Access Services as defined in Article 2(2) of Regulation 2015/2120

⁴ "M2M" represents machine-to-machine electronic communications services

⁵ "NI-ICS" represent Number-Independent Interpersonal Communications Services defined in Article 2(7) of the EECC (as currently drafted before the final text has been settled).

⁶ In Portugal the regulation was suspended before it came into force because of difficulties related to implementation, firstly identified by the operators

Section 3: Ranking of key information elements

Section 3 of the report contains the aggregated results of the NRAs' ranking of the most important information element/sub-elements that should be provided in a contract summary. This section sets out NRAs' rankings in tables/figures, which clearly illustrate which information elements are considered a higher priority than others. It is, however, worth noting that some NRAs may have filled in this ranking, bearing in mind that Article 102 (3) of the EECC⁷ already prescribes some of the information elements the contract summary template has to contain.

It is important to note that the ranking for key information elements will vary with the type of ECS under consideration. For example, because of the Roam Like at Home (RLAH) rules apply, information about "Domestic data volume allowance" is a very important issue to include in a contract summary for a mobile broadband service but it is not usually applicable if the contract is for a mobile voice service.

Next steps

This report will be published for public consultation, which will allow stakeholders to make comments and observations on its content. In addition, BEREC is seeking stakeholders' responses to specific questions, set out below:

1. Do you have any comments or observations regarding the summary of NRAs initiatives and measures, set out in Section 2, to assist consumers to better understand their ECS contracts?
2. Do you have any comments or observations regarding the summary of NRAs ranking of the key information elements, set out in Section 3?
3. Do you agree with the NRAs views on the rankings of the key information elements for the summary template?
4. Do you have any views on how a contract summary should be drafted, addressing the following aspects in your response:
 - a. Size and number of pages on which the summary should fit
 - b. Font size and contrast of key information elements
 - c. Layout or order in which the key information elements should be presented
 - d. A single contract summary for each category of ECS or for multiple ECS
 - e. Particularities that should be considered with regard to disabled citizens

⁷ The original draft of this report was completed ahead of the final adoption of the EECC. BEREC will amend the language/article numbers etc. accordingly in light of the final adoption of the EECC, in order to reflect the language appropriately. Therefore any and all references to articles etc. in the EECC are subject to adjustment, though it is to be expected that the essence and content will essentially remain the same in light of the final adoption. The final version of this report will have regard for the the language and numbering of the EECC that is available at that time.

- f. Any other elements you consider important to be included in the contract summary.

This report, when finalised after the responses to the public consultation have been carefully considered, will also serve to inform BEREC's input to the EU Commission's implementing act specifying a contract summary sheet, which is a task that falls to the Commission in 2019 as provided for in Article 102 (3) of the EECC.

1. Introduction and Objective

In its Strategy 2018-2020, BEREC decided to include "*Exploring new ways to boost consumer empowerment*" as one of its five strategic priorities. This focus on increasing consumer empowerment and engagement is to ensure consumers have the information and tools to make informed choices and engage effectively with the market.

BEREC's Strategy places end-users at the centre of its actions, which will allow it to build on already-completed consumer-related topics in its previous work programmes, including reports related to transparent and comparable tariffs, switching, contract information, termination of contracts, and equivalence of access for end-users with disabilities, etc.

BEREC strongly considers that providing easily understandable information is an essential element for ensuring the welfare and protection of end-users of publicly available ECS. Information that is reliable, easily accessible, transparent, up-to-date and comparable empowers end-users in competitive markets to exercise their rights by making informed decisions.

In today's electronic communication markets, contracts between providers and end-users take different forms (e.g. whether provided electronically or in hard copy, concluded in the provider's shop or at a distance, etc.) and cover different categories of information. It is important that such contracts provide clear and relevant information in a manner that is easily understandable and simplified, helping end-users to take informed and correct decisions when acquiring, terminating or switching electronic communication services. It is also worth noting that general European consumer rules require traders, not solely ECS providers, to issue basic information for all contracts, such as the name of the trader, main characteristics of the service, etc. and the majority of the rules for contracts are derived from horizontal European law.

The purpose of the report is to collate information on practices and initiatives in Member States to prescribe key information elements for contracts between consumers and providers of publicly available ECS, which are intended to assist the consumer to better understand the terms of their contract. National Regulatory Authorities (NRAs) were asked to complete a comprehensive questionnaire, which sought information on any measures or initiatives that had been taken in their Member States – not necessarily by the NRA itself – to prescribe how key information elements should be presented such that consumers of ECS could better understand their contracts.

This report is intended to provide relevant information that NRAs may use or refer to for any initiatives they might undertake to simplify consumer contracts with providers of publicly available ECS. It should also be noted that Article 102 (3) of the European Electronic

Communications Code (EECC) sees the EU Commission, having consulted with BEREC, adopting an implementing act specifying a contract summary template to be used by the providers of ECS. The purpose of this contract summary template is to ensure that consumers are provided with a concise and easily readable contract summary, which identifies a minimum set of key information elements. As such, this report, when finalised, will also serve as the basis for developing BEREC's input to the EU Commission's implementing act specifying a contract summary sheet.

2. Measures and initiatives taken to simplify contract terms

This section of the report summarises the measures and initiatives taken by NRAs to simplify contract terms with respect to each of the following key information elements in consumer contracts:

- The identity of the trader
- The main characteristics of each service provided
- The price for each service provided
- The duration of the contract and the conditions for its renewal and termination
- Quality of Service
- Compensation and refund arrangements
- Additional information elements, such as personal data processing, complaint handling procedures, etc.

Such measures and initiatives range from non-binding initiatives, such as the dissemination of information by the NRA or the issuing of non-binding guidelines but also include enforcement action and measures, where the NRA (or other responsible competent authority) took steps to rectify poor practices in how some or all of the key information elements were conveyed (or were not conveyed) in consumer contracts.

2.1. Identity of the trader

With regard to the information element "identity of the trader", NRAs were asked if any initiatives had been taken in their Member State to assist consumers in better understanding the terms of their contract regarding the identity of the trader.

Of the 29 responses to the questionnaire, 16⁸ NRAs indicated that measures have already been taken or are in the process of being taken in their MS with regard to the information element "identity of a trader" or associated information sub-elements.

⁸ AT, BE, CY, DE, EL, ES, FR, HR, MT, NL, PL, PT, RO, RS, SE, SK

The 16 responding NRAs stated that of the type of initiatives taken in their MS, the greatest number of addressed aspects such as the ECS provider's identity⁹, trading name¹⁰, geographical address¹¹ and email or phone number¹².

Based on the measures and initiatives taken by the 15 NRAs regarding all aspects of the identity of the trader in consumer contracts, Figure 1 below sets out the number of MS in which measures have been taken for each of the individual information sub-elements.

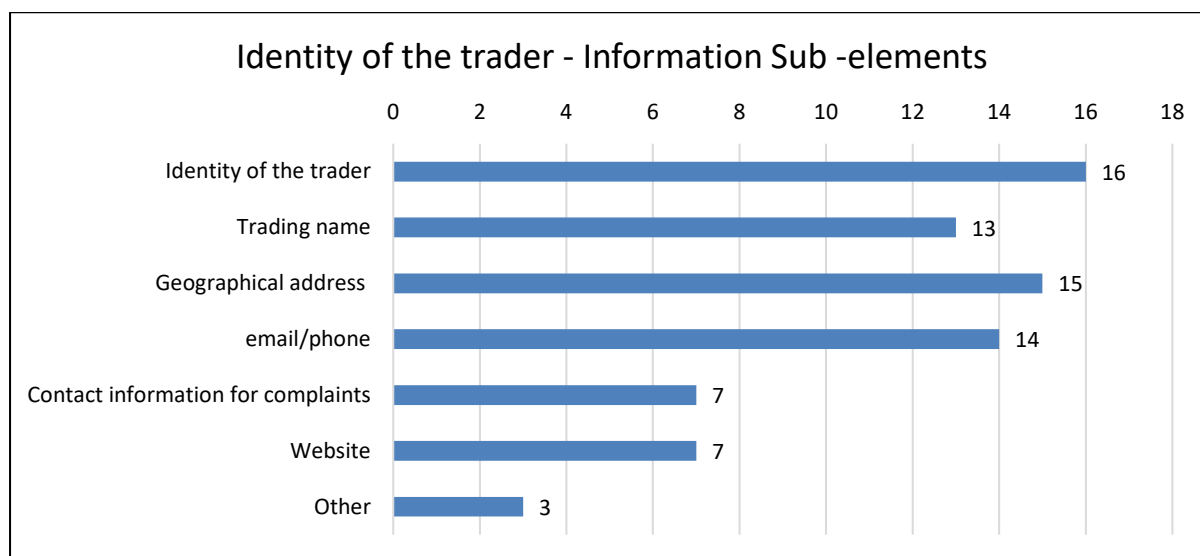


Figure 1: Number of MS in which measures have been taken in relation to the identity of the trader

In response to the question to what type of ECS the measures applied, the majority of respondents (15 MS) stated that measures apply both to NB-ICS¹³ and IAS¹⁴. Such measures or initiatives apply to TV Broadcast in 10¹⁵ MS and to M2M services in 6¹⁶ MS. Only 4¹⁷ MS have decided to apply additional measures to NI-ICS (noting the general European consumer rules requirements to make known the name of the trader).

The nature of the measures taken by the NRAs to clarify the identity of the trader consisted of both formal and informal actions. Formal measures (encompassing binding guidelines or enforcement actions) were taken by 8¹⁸ MSs out of the 16 NRAs who responded in the affirmative to this question. 4¹⁹ MS indicated that the enforcement action was taken by an authority other than the NRA itself. These formal steps have resulted in binding decisions,

⁹ In 100% of the MS of the responding NRAs

¹⁰ In 81% of the MS of the responding NRAs

¹¹ In 94% of the MS of the responding NRAs

¹² In 88% of the MS of the responding NRAs

¹³ AT, BE, CY, DE, EL, ES, FR, HR, NL, PL, PT, RO, RS, SE, SK

¹⁴ AT, BE, CY, EL, ES, FR, HR, MT, NL, PL, PT, RO, RS, SE, SK

¹⁵ AT, BE, CY, MT, NL, PL, RO, SE, ES, RS

¹⁶ AT, HR, PL, RS, SK, ES

¹⁷ EL, RS, SK, ES

¹⁸ HR (in draft), DE, CY, MT, PT, RO, SE, EL

¹⁹ AT, NL, RS, ES

which providers must comply with issued by NRA in 6²⁰ MSs and binding decisions issued by authorities other than NRA in 3²¹ MS.

Alternatively, some MS have focused on fostering “self-regulation”, whereby ECS providers take the lead in introducing initiatives to address consumer issues (BE, NL, RS) and issuing non-binding guidelines (RS, SE), while voluntary codes of conduct were also introduced in BE and RS. Further details on the relative prevalence of each of the types of measures taken in relation to the identity of the trader are included in [Annex 1](#).

In 10²² MS the requirements imposed on providers from these initiatives and measures apply to all end-users, while in 6 MS (SE, NL, FR, DE, BE, RS) the requirements only applied to consumer contracts, though in DE the provisions apply to all end users on request.

In 13²³ MS, information about trader, subject to these measures and initiatives, has to be provided before conclusion of the contract. An obligation to provide identity of the trader during the contract/sales agreement is imposed in 16²⁴ MS. In 4 MSs (FR, MT, NL, ES) this information element has to be provided shortly after conclusion of the contract.

Formal requirements (e.g. size of the information, place, particular format, font size, etc.) for providing information related to the identity of the trader in the contract/sales agreement exists in 8²⁵ MS, and in 8²⁶ MS such requirements are also imposed on the pre-contractual information.

2.2. The main characteristics of each service provided

NRAs were asked if any initiatives had been taken in their MS to assist consumers to better understand the key information element “the main characteristic of each service provided”, including information sub-elements.

Among the 29 responses to the questionnaire, 23²⁷ NRAs indicated that measures have been taken or are in the process of being taken with regard to information about main characteristic of each service provided in their MS.

The majority of responding NRAs stated that the measures and initiatives introduced in relation to the characteristics of the services apply to NB-ICS²⁸ (18 NRAs) and IAS²⁹ (20 NRAs). In case of NI-ICS measures or initiatives have been introduced in 4³⁰ MS. In 13³¹ MS measures or initiatives apply to TV Broadcast and in 7³² MS measures or initiatives apply to M2M services.

²⁰ BE, DE, MT, PT, RO and EL

²¹ AT, RO and RS

²² AT, EL, ES, HR, MT, PL, PT, RO, RS, SK

²³ AT, BE, DE, EL, ES, FR, MT, NL, PL, PT, RO, RS, SK

²⁴ AT, BE, CY, HR, FR, DE, EL, LV, MT, NL, PO, PT, RO, RS, ES, SE

²⁵ BE, FR, DE, EL, PT, RO, RS, ES

²⁶ AT, BE, FR, DE, MT, ES, PT, RS,

²⁷ AT, BE, BG, CY, CZ, DE, EL, ES, FR, HR, HU, IT, LT, LV, MT, NL, PL, PT, RO, RS, SE, SI, UK

²⁸ AT, BE, CY, CZ, EL, ES, FR, HU, IT, LV, NL, PL, PT, RO, RS, SI, SE, UK

²⁹ AT, BE, CY, CZ, DE, EL, ES, FR, HR, HU, IT, LT, LV, MT, NL, PL, PT, RO, RS, SI

³⁰ EL, RS, NL, ES

³¹ AT, BE, CY, CZ, HU, LT, LV MT, NL, PL, RO, RS, ES

³² AT, HR, HU,CZ, PL, RS, ES

The NRAs were further asked about specific “sub-elements” of information related to the main characteristics of each service provided, that are the subject of these initiatives. Based on the measures and initiatives taken in the 23 MS regarding all aspects of the characteristics of the services in consumer contracts, Figure 2 below sets out the number of MS in which measures have been taken for each of the individual information sub-elements.

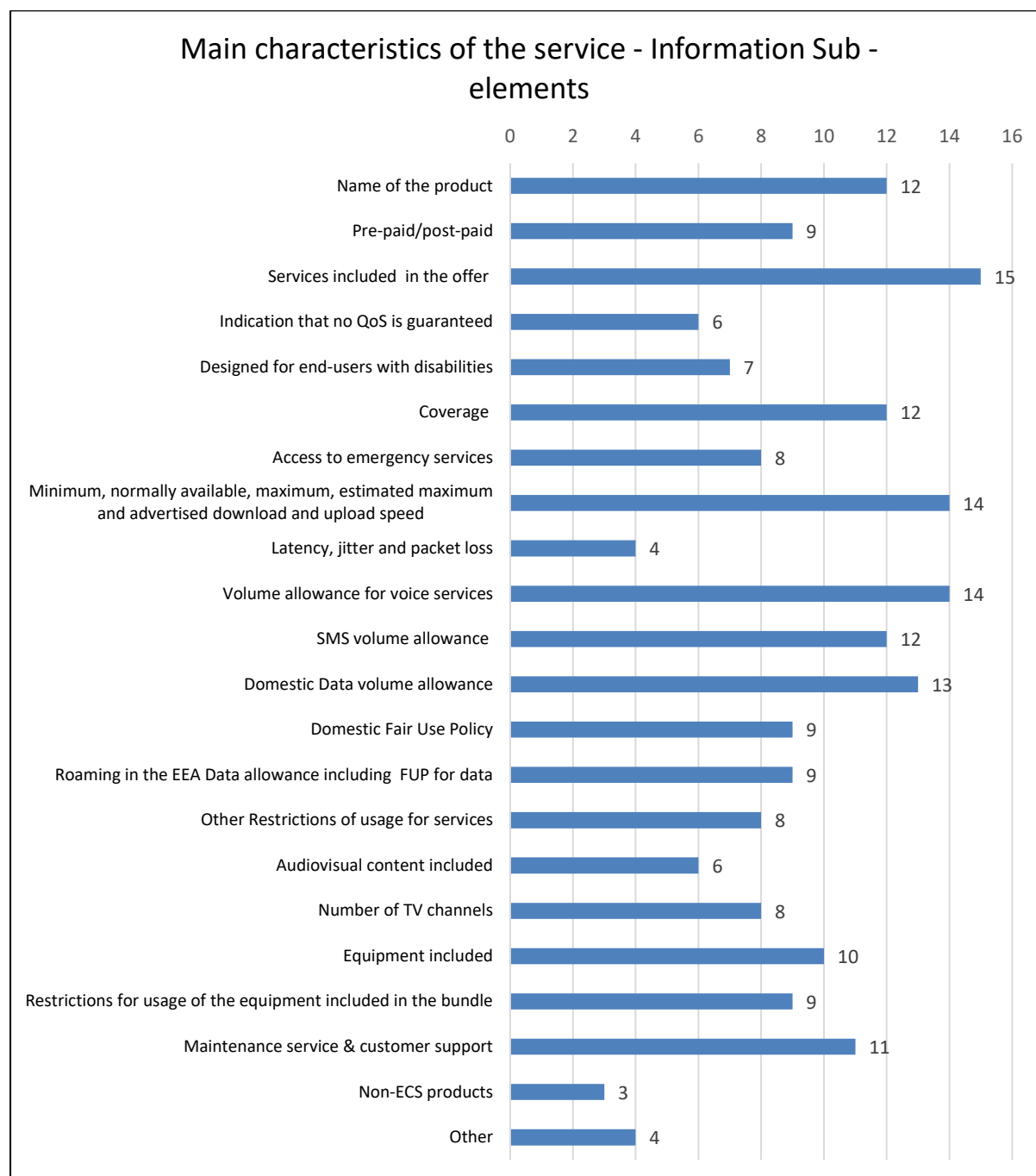


Figure 2: Number of MS in which measures have been taken in relation to the characteristics of the services provided

In accordance with the replies received, in 16³³ MS formal action has been taken by NRA and in next 8³⁴ MS formal actions were taken by other CA. Such formal action can include e.g. binding guidelines, or enforcement undertaken action by the NRA, where the main characteristic of the service was not made clear to consumers.

7³⁵ MS have conducted informal initiatives (e.g. a collaborative approach such as a forum with stakeholders) and in some other MS additional actions have been taken, aimed at fostering self-regulation and disseminating information by the NRA itself (LT, MT, ES³⁶, UK) especially via dedicated websites. As a result of these informal initiatives, in LT, RO, SI, SE and UK non-binding guidelines were issued and in BE, NL, RO, RS and UK voluntary codes of conduct were introduced. Further details on the relative prevalence of each of the types of measures taken in relation to the characteristics of the services are included in [Annex 1](#).

In 19³⁷ MS the requirements imposed by the measures and initiatives initially apply to all end-users (in DE the default is that the measures apply to consumers but, on request, can apply to end users), while in 4 MS (FR, NL, SE, UK) the requirements only apply to consumers.

Regarding when the information about the main characteristics of the services in the contract, has to be provided, 20³⁸ NRAs stated that information has to be delivered before conclusion of the contract. The obligation to provide main elements of the service during the contract is imposed in 16³⁹ MS and in 4⁴⁰ MSs this information element has to be provided shortly after conclusion of the contract.

Formal requirements (e.g. size of the information, place, particular format, font size, etc., which may be both binding and non-binding on ECS providers) for providing information on main characteristic of service in contracts are imposed in 10⁴¹ MS and in 10⁴² MS such requirements exist as pre-contractual information obligations.

2.3. The price for each service provided

Concerning the prices and tariffs for the services provided, 23⁴³ of the 28 responding NRAs indicated that some type of measure had been taken in their MS regarding the provision of this information element in the contracts concluded with end-users. The measures taken were aimed at different sub-elements of information on prices and tariffs charged by the providers of electronic communications services.

³³ BE, BG, HR, CY, CZ, DE, EL, HU, IT, LV, MT, PT, RO, RS, SI, UK

³⁴ AT, LV, PL, RO, RS, SI, ES, HR

³⁵ CY, LT, MT, NL, RS, SI, UK

³⁶ In ES the responsible Ministry also disseminates information to end-users by means of an ad hoc web site addressed to the end-users with, for instance, FAQ

³⁷ AT, BE, BG, CY, CZ, EL, ES, HR, HU, IT, LT, LV, MT, PL, PT, RO, RS, SE, SI

³⁸ AT, BE, BG, CY, CZ, FR, DE, EL, HR, LT, MT, NL, PL, PT, RO, RS, SI, ES, SE UK

³⁹ AT, BE, BG, FR, DE, EL, IT, LT, MT, NL, PL, PT, RO, RS, ES, UK

⁴⁰ HU, MT, NL, ES

⁴¹ BE, BG, FR, DE, EL, HU, PT, RO, RS, ES

⁴² AT, BE, BG, FR, IT, MT, PT, RO, RS, ES

⁴³ AU, BE, BG, CY, HR, FR, DE, GR, HU, IE, IT, LT, MT, NL, NO, PL, PT, RO, RS, SI, ES, SE, UK;

Of the types of initiatives taken, the greatest number of them addressed aspects such as, the total periodic charge for the service (monthly or weekly charge or top-up)⁴⁴, total periodic charge during discount period and duration of discount period⁴⁵, out of bundle data charges (i.e. for exceeding volume limits)⁴⁶, and out of bundle calls charges (mobile, international and non-geographic numbers)⁴⁷.

Other information elements regarding prices and tariffs that are also a matter of concern, prompting the NRAs to take measures, were the installation costs (i.e. cost to the consumer including any discount)⁴⁸ and the activation costs (costs to the consumer including any discount)⁴⁹.

In general, the measures taken in MS regarding the provision of price information in consumer contracts apply to all types of ECS. However, it is noteworthy that 91% of the NRAs, in whose MS measures have been taken, responded that these measures applied to IAS, followed closely by 83% of the NRAs, which indicated that their measures apply to all NB-ICS.

Based on the measures and initiatives taken regarding all aspects of the price of the services in consumer contracts, Figure 3 below sets out the number of MS in which measures have been taken for each of the individual information sub-elements.

⁴⁴ 87% of the MS which took measures;

⁴⁵ 78% of the MS which took measures;

⁴⁶ 78% of the MS which took measures;

⁴⁷ 74% of the MS which took measures

⁴⁸ 70% of the MS which took measures;

⁴⁹ 70% of the MS which took measures;



Figure 3: Number of MS in which measures have been taken in relation to the price of services provided

The nature of the measures taken to clarify the prices and tariffs in consumer contracts consist of both formal and informal actions. Formal measures (encompassing binding guidelines or enforcement actions) were taken by 17⁵⁰ out of the 23 NRA's MS, representing the majority of the types of initiatives launched by the NRAs on the subject of prices and tariffs. 6 NRAs⁵¹ indicated that the enforcement action was taken by an authority other than the NRA itself.

⁵⁰ AT, BG, CY, EL, HR, DE, HU, IE, IT, MT, NL, PT, RO, RS, SI, SE, UK;

⁵¹ FR, NO, RO, RS, ES, UK;

The informal measures taken by the NRAs or other CAs e.g. collaborative approach such as a forums with stakeholders, non-binding guidelines, the dissemination of information by the NRA or other CA or self-regulatory initiatives was a solution adopted by almost a quarter of respondents. For example, in Sweden and in Romania the NRAs developed Guidelines on the minimum content of the contracts concluded between ECS providers and end-users. Further details on the relative prevalence of each of the types of measures taken in relation to the price for each of the services are included in [Annex 1](#).

In Belgium, Germany and Portugal the NRAs developed a contract summary template which has to be provided to end-users prior to the conclusion of the contract and that includes, among other types of information, information on prices and tariffs.

NRAs were asked if there were any formal requirements (e.g. size of the information, place, particular format, font size etc.) in their MS for providing information on prices and tariffs in the contracts. 11 of the 23 responding NRAs⁵² reported the existence of formal requirements for the contracts (e.g. size of the information, place, particular format, font size, contrast, etc.)

Some NRAs reported their informal initiatives to clarify price information for consumers, such as an interactive tool in Slovenia that enables end-users to compare information on price from a range of ECS provider's offers before the conclusion of the contract.

2.4. The duration of the contract and the conditions for its renewal and termination

In 23⁵³ MS out of the 29 that responded to the questionnaire there have been taken or are in the process of being taken measures/initiatives to assist consumers to better understand the duration and the conditions for renewal and termination of the contracts.

Most of these MS have taken measures in relation to aspects of the contract duration and its renewal and termination such as, the conditions for the termination of the contract in case of a unilateral modification at the provider's initiative (83%), the notice period for terminating the contract (70%), and the penalties charged by the providers for the early termination of the contract, including the penalties for the terminal equipment (70%).

In addition, 65% of the MS have considered necessary to take measures/initiatives regarding the minimum duration of the contract, while 61% were concerned about issues such as the procedure for termination of the contract and the charges related to switching after the minimum duration of the contract has expired. In 52% of MS, measures were taken regarding issues such as the conditions for renewal of the contract and information about the switching procedure. Only 5⁵⁴ MS took measures regarding the conditions for termination of a specific service from the contracted bundle.

⁵² AU, BE, BG, FR, DE, GR, HU, PT, RO, RS, ES;

⁵³ 79% of the total number of countries that have responded the questionnaire - BE, BG, HR, CY, CZ, FR, DE, EL, HU, IE, IT, LT, MT, NL, NO, PL, PT, RO, RS, SI, ES, SE, UK

⁵⁴ CY, MT, NL, RO, RS

The measures adopted in MS regarding the provision of information related to the duration, renewal and termination of consumer contract, were largely aimed at IAS (87%) and all NB-ICS (83)

In 15 MS⁵⁵ the initiatives/measures regarding the duration of the contract apply to all end-users, while in 8 MS⁵⁶ they apply only to consumers (in DE the default is that the measures apply to consumers but, on request, can apply to end users).

Based on the measures and initiatives taken by the 22 NRAs regarding all aspects of the contract duration, renewal and termination information in consumer contracts, Figure 4 below sets out the number of MS in which measures have been taken for each of the individual information sub-elements.

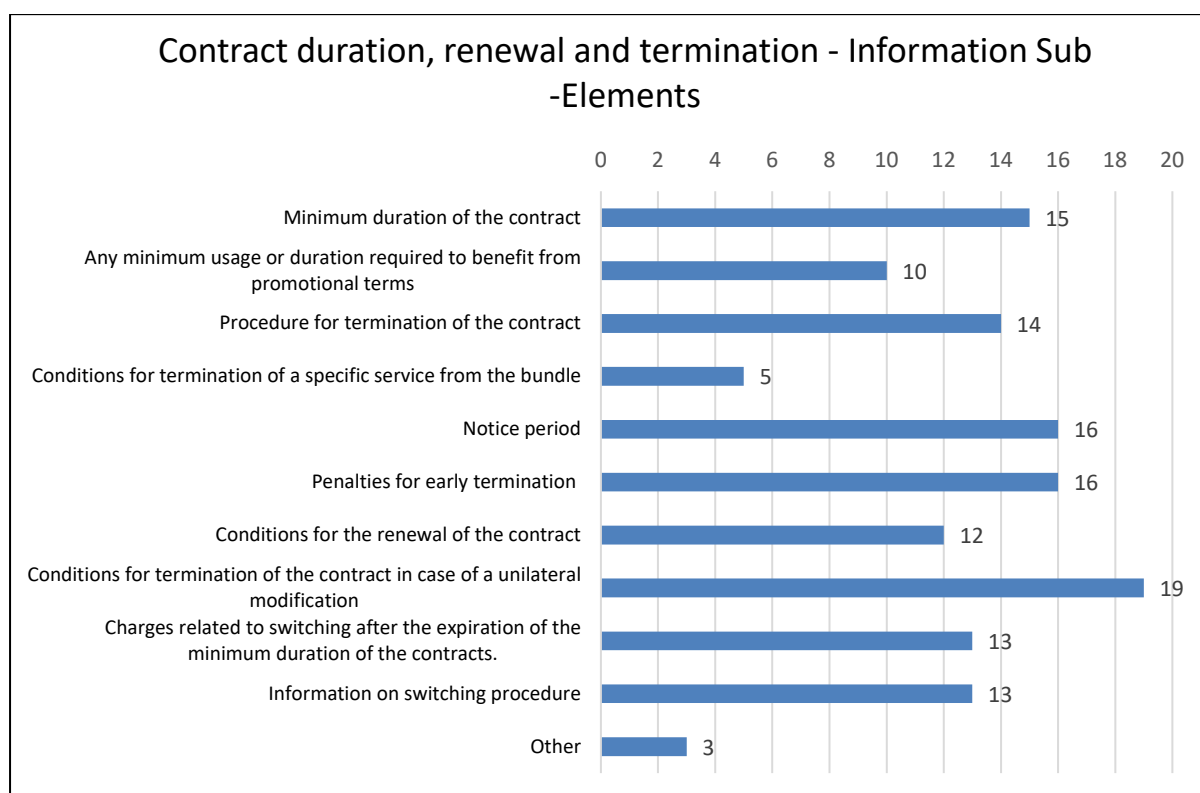


Figure 4: Number of MS in which measures have been taken in relation to contract duration, renewal and termination

The majority of the measures concerning issues related to the duration and renewal/termination of the contract consisted of formal actions, taken mainly by NRAs (in 19⁵⁷ of the 22 responding MS) and sometimes by an authority other than the NRA itself (in 4⁵⁸ MS). In some MS⁵⁹ these have resulted in fines being imposed on providers by either NRA, another authority or a court.

⁵⁵ BG, CY, CZ, EL, HU, IE, IT, MT, NL, NO, PL, PT, RO, RS, ES

⁵⁶ BE, FR, DE, IE, IT, LT, SE, UK

⁵⁷ BE, BG, DE, CY, EL, HR, HU, IE, IT, LT, MT, NL, NO, PT, RO, RS, SE, SI, UK

⁵⁸ ES, FR, RO, RS

⁵⁹ BE, CZ, HU, IE, RS

In 6 MS⁶⁰ the NRAs promoted informal initiatives regarding the duration of the contract while in one country⁶¹ an authority other than the NRA led an informal initiative, but with the involvement of the NRA. Disseminating information by the NRAs (e.g. via blogs or events addressed to the general public), issuing non-binding guidelines⁶² or fostering self-regulation⁶³ were some other types of initiatives taken in order to help end-users to better understand the various aspects of the termination of the contract. Further details on the relative prevalence of each of the types of measures taken in relation to the duration of the contract and the conditions for its renewal and termination are included in [Annex 1-](#)

In general, the information regarding the duration of the contract and the conditions for contract renewal/termination is to be provided during contract/sales agreement⁶⁴ and before the conclusion of the contract⁶⁵. In BE, the invoice for consumers and SOHOs⁶⁶ must indicate the date as of when no residual value will be charged anymore for a subsidised equipment. In a similar manner, in DE the invoice must state the end of the contract and the last date when the consumer can terminate the contract.

9 of the responding NRA state that formal requirements for providing the information on contract duration/termination in the contract have been established, for example, in MT, RO and PT there are rules regarding the font size and contrast. In addition, MS such as Belgium, Germany and Portugal developed contract templates that providers must comply with.

As regards the pre-contractual information to be provided on duration/termination of the contract, 16 MS have reported that this obligation applies to all types of contracts (i.e. distance contracts, off-premises contracts, subscription, prepaid etc.).

2.5. Quality of Service

Regarding Quality of Service (QoS) information to be provided in consumer contracts, 20⁶⁷ of the 29 responding NRAs have already seen measures or initiatives taken or in the process of being taking in their MS. These measures and initiatives are aimed at different sub-elements of information on QoS. Of the types of measures and initiatives reported by these 20 NRAs, the greatest number of them addressed aspects such as the minimum, normally available, maximum, estimated maximum and advertised download and upload speed (15 MS⁶⁸), the time for resolving faults of the service (10 MS⁶⁹), the time for initial connection (9 MS⁷⁰).

⁶⁰ CY, LT, MT, RS, SI, SE

⁶¹ RS

⁶² LT, SE, UK

⁶³ LT, MT

⁶⁴ 87% of the countries

⁶⁵ 77% of the countries

⁶⁶ "SOHO" is an acronym for Small Office Home Office, a term used to distinguish small businesses from mid-sized and large businesses and is defined in Belgian legislation through technical criteria (a subscriber not having more than 5 telephone numbers)

⁶⁷ AT, BE, CY, DE, EL, ES, FI, FR, HR, HU, IT, LT, MT, NL, PT, RO, RS, SE, SI, UK

⁶⁸ UK, AT, CY, RS, LT, FI, IT, BE, DE, RO, HR, SI, MT, PT, LT

⁶⁹ CY, RS, LT, IT, BE, ES, RO, EL, MT, FR

⁷⁰ CY, LT, IT, HU, BE, RO, ES, MT, PT

90% of the NRAs which reported that measures had been taken in their MS, responded that these measures applied to IAS, followed closely by 65% of the NRAs reporting that the measures applied to all NB-ICS. In only a few MS initiatives exist concerning the areas of M2M (4 respondents⁷¹) and Broadcasting (7 respondents⁷²). Only 2 MS⁷³ have taken measures or initiatives regarding QoS information in relation to NI-ICS.

The survey shows a strong commitment to the equal treatment of all types of end-users, with the measures/initiatives in relation to the provision of QoS information in consumer contracts applying to all types of end-users in 14⁷⁴ MS. In 6⁷⁵ MS, the requirements apply only to consumers (in DE the default is that the measures apply to consumers but, on request, can apply to end users) and in UK and RS to consumers as well as SMEs.

In 12⁷⁶ member states there are no formal requirements (e.g. size of the information, place, particular format, font size, etc.) for providing QoS-related contractual information. However, 8⁷⁷ MS maintain formal requirements for such information.

Based on the measures and initiatives taken by the NRA in the 20 MS, regarding all aspects of QoS information in consumer contracts, Figure 5 below sets out the number of MS in which measures have been taken for each of the individual information sub-elements.

⁷¹ ES, HR, HU, RS

⁷² CY, RS, LT, HU, BE, RO, MT

⁷³ RS, EL

⁷⁴ AT, CY, RS, LT, IT, HU, ES, RO, HR, EL, SI, MT, PT, NL

⁷⁵ BE, FR, DE, RS, SE, UK

⁷⁶ CY, UK, LT, FI, BE, SE, HR, EL, SI, NL, CH, MT

⁷⁷ AT, RS, HU, DE, ES, RO, PT, FR

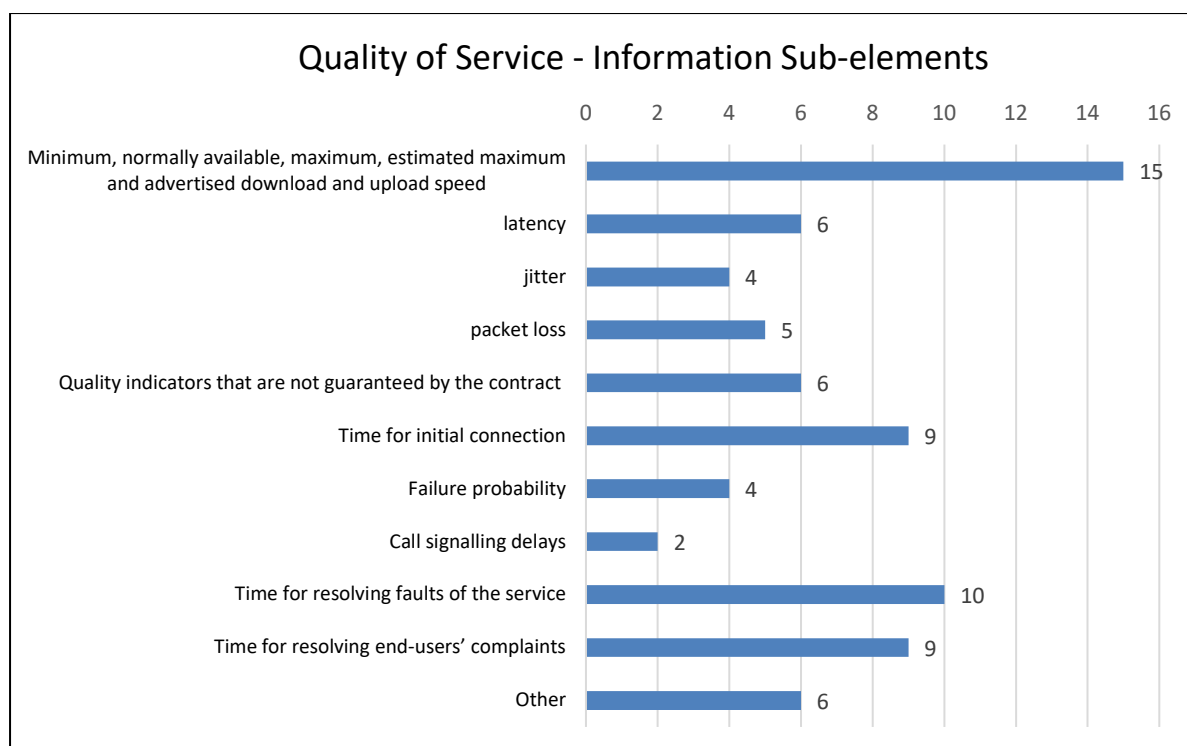


Figure 5: Number of MS in which measures have been taken in relation to the Quality of Service

The nature of the measures taken to clarify QoS information in consumer contracts consisted of both formal and informal actions. Formal action has been taken in 12⁷⁸ MS representing the majority of the types of initiatives launched by the NRAs. Informal initiatives were reported by the NRA in 10⁷⁹ MS, while in a further 5⁸⁰ MS non-binding guidelines have been published. Other informal initiatives, practiced in 5⁸¹ MS, included the dissemination of information by the NRA (such as blogs or events addressed to the general public on this topic). Further details on the relative prevalence of each of the types of measures taken in relation to the QoS are included in [Annex 1](#).

In 15⁸² MS the obligation to provide QoS pre-contractual information applies to all types of contracts and 7⁸³ MS require this information to be provided in a particular format (e.g. size of the information, place, particular format, font size, etc.)

2.6. Compensation and refund arrangements

This section is primarily about the general requirement to include information about compensation and refund arrangements in contracts rather than about the establishment of a compensation mechanism. The majority of the 29 respondents, 16⁸⁴ MS, have already taken

⁷⁸ AT, CY, LT, IT (a draft decision), HU, DE, RO, HR, SI, MT, PT, FR

⁷⁹ UK, AT, CY, RS, LT, ES, SI, MT, LN, FR

⁸⁰ AT, LT, FI, SE, SI

⁸¹ AT, HU, ES, SI, MT

⁸² UK, AT, CY, RS, LT, FI, IT, BE, DE, RO, EL, MT, PT, NL, FR

⁸³ AT, RS, DE, RO, MT, MT, FR

⁸⁴ IT, CY, UK, MT, NO, SI, NL, PT, FR, HU, SE, RS, RO, BE, ES, EL

measures or initiatives (or are in process of taking those) with respect to the information element “compensation and refund arrangements” in order to assist consumers to better understand their contracts.

These measures and initiatives are aimed at different sub-elements of information on compensation and refund arrangements. Of the types of measures and initiatives reported by these 16 NRAs, the greatest number of them addressed aspects such as, dispute settlement procedures (12⁸⁵ MS), compensation if the contracted QoS are not met (11⁸⁶ MS), and the means to access customer service/technical assistance service (10⁸⁷ MS).

Of the measures and initiatives taken in the 16 MSs regarding all aspects of compensation and refund arrangement-information in consumer contracts, Figure 6, below, sets out the number of MS in which measures have been taken for each of the individual information sub-elements.

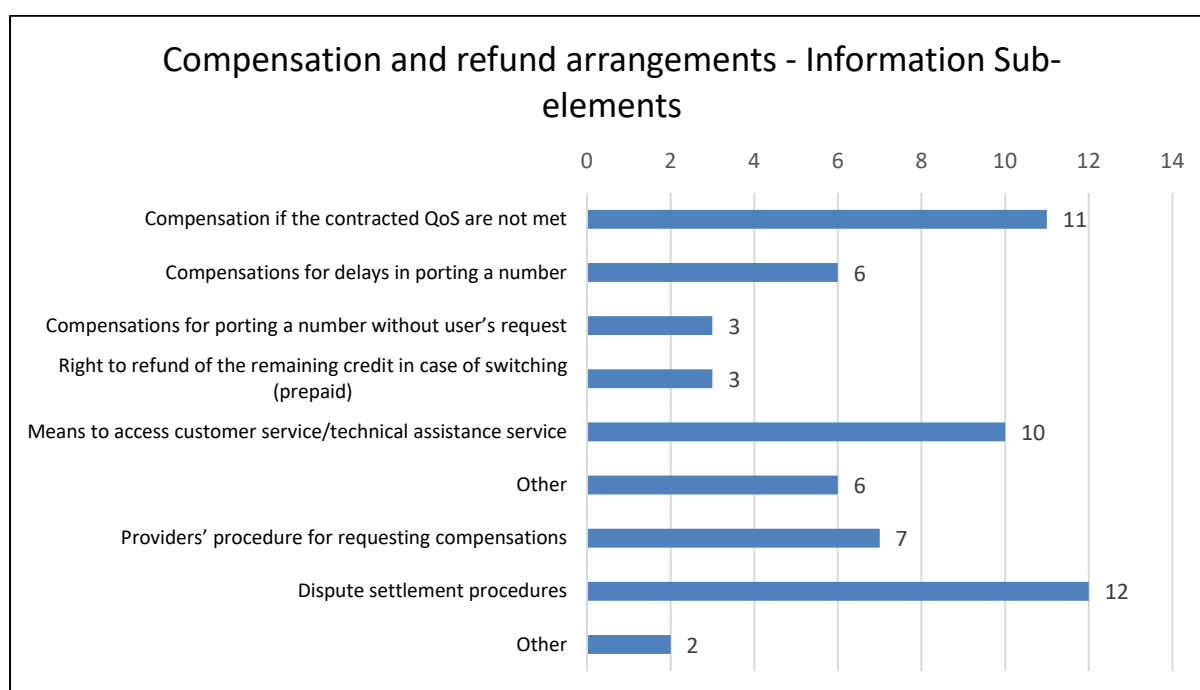


Figure 6: Number of MS in which measures have been taken in relation to compensation and refund arrangement

Most of the measures and initiatives that have been taken are in respect of traditional telephony and Internet services. Specifically, in 16⁸⁸ MS the measures apply to all (mobile and fixed) NB-ICS, and in 14⁸⁹ MS measures or initiatives apply to IAS. In just 4⁹⁰ MS, initiatives have been taken concerning M2M service, 7⁹¹ MS concerning and TV broadcasting and only

⁸⁵ UK, CY, RS, IT, HU, BE, ES, RO, SI, MT, PT, FR

⁸⁶ UK, CY, RS, ES, NO, RO, SI, MT, PT, NL, FR

⁸⁷ RS, CY, HU, BE, ES, RO, EL, MT, PT, FR

⁸⁸ CY, UK, RS, IT, HU, BE, ES, EO, SE, RO, EL, SI, MT, PT, NL, FR

⁸⁹ CY, RS, HU, BE, ES, NO, SE, RO, EL, SI, MT, PT, NL, FR

⁹⁰ RS, HU, ES, NO

⁹¹ BE, CY, RS, NO, RO, MT, NL

3⁹² MS have taken measures or initiatives related to compensation and refund arrangements regarding NI-ICS.

The nature of the measures and initiatives taken are, in the majority of MS (10⁹³), formal actions followed by informal measures, such as the dissemination of information by the NRA itself (such as blogs or events addressed to the general public on this topic) in 4⁹⁴ MS, and a collaborative approach, such as a forum with stakeholders under the moderation of the NRA in 3 MS⁹⁵. Further details on the relative prevalence of each of the types of measures taken in relation to compensation and refund arrangements information are included in [Annex 1](#).

The survey shows that there is generally strongly commitment to the equal treatment of all types of end-users. The requirements of the measures and initiatives apply to all types of end-users in 14⁹⁶ MS, while in 3⁹⁷ MS the requirements apply only to consumers (in DE the default is that the measures apply to consumers but, on request, can apply to end users) and in 2⁹⁸ MS to consumers as well as to SMEs (small and medium enterprises).

In 11⁹⁹ MS the compensation and refund arrangements information must be provided pre-contractually and in 13¹⁰⁰ MS during the contract/sales agreement. Only in 3¹⁰¹ MS must the information be provided shortly after the conclusion of the contract. Furthermore, the survey shows that any measures or initiatives apply equally to all types of contracts (distance contracts, off-premises contracts, etc.).

In 6 MS¹⁰² there are formal requirements (e.g. size of the information, place, particular format, font size, etc.) for providing compensation and refund information in consumer contracts. Similar formal requirements apply in 5 MS¹⁰³ for pre-contractual information.

In 11¹⁰⁴ MS the pre-contractual information related to compensation and refund arrangements applies for all types of contracts, while in SE it is only applies to distance and off-premises contracts and in ES is only necessary for publicly available telephony services.

2.7. Measures to prescribe additional information elements

More than half of the respondents, 16¹⁰⁵ MS, indicated that measures or initiatives to prescribe additional information elements, beyond the key information elements in the preceding 6 sub-sections related to the key information elements, have been taken in their MS. These

⁹² RS, NO and EL

⁹³ UK, CY, RS, IT (draft decision), HU, RO, EL, SI, MT, PT

⁹⁴ UK, ES, SE, MT

⁹⁵ RS, SI, MT

⁹⁶ IT, CY, HU, BE, ES, NO, SE, RO, EL, SI, MT, PT, NL, RS

⁹⁷ UK, FR, DE

⁹⁸ UK, RS

⁹⁹ AT, UK, RS, IT, ES, NO, RO, EL, MT, PT, NL

¹⁰⁰ UK, CY, RS, IT, HU, ES, RO, EL, SI, MT, PT, NL, FR

¹⁰¹ ES, MT, NL

¹⁰² RS, HU, ES, RO, PT, FR

¹⁰³ AT, RS, ES, PT, FR

¹⁰⁴ UK, CY, RS, IT, NO, RO, EL, MT, PT, NL, FR

¹⁰⁵ AT, CZ, CY, FR, EL, IE, LV, LT, MT, NL, PT, RO, RS, SI, ES, UK

measures and initiatives addressed aspects such as personal data processing (8¹⁰⁶ MS), actions to be taken by the provider in case of a security incident/threat or vulnerability (8¹⁰⁷ MS), details about the alternative dispute resolution (8¹⁰⁸ MS), and further details regarding how to inform the consumer about complaint handling processes (12¹⁰⁹ MS).

Of the measures and initiatives taken in the 15 MS to provide additional information in consumer contracts (beyond the six key elements set out in the sections above), Figure 7 below, sets out the number of MS in which measures have been taken for each of the individual information sub-elements.

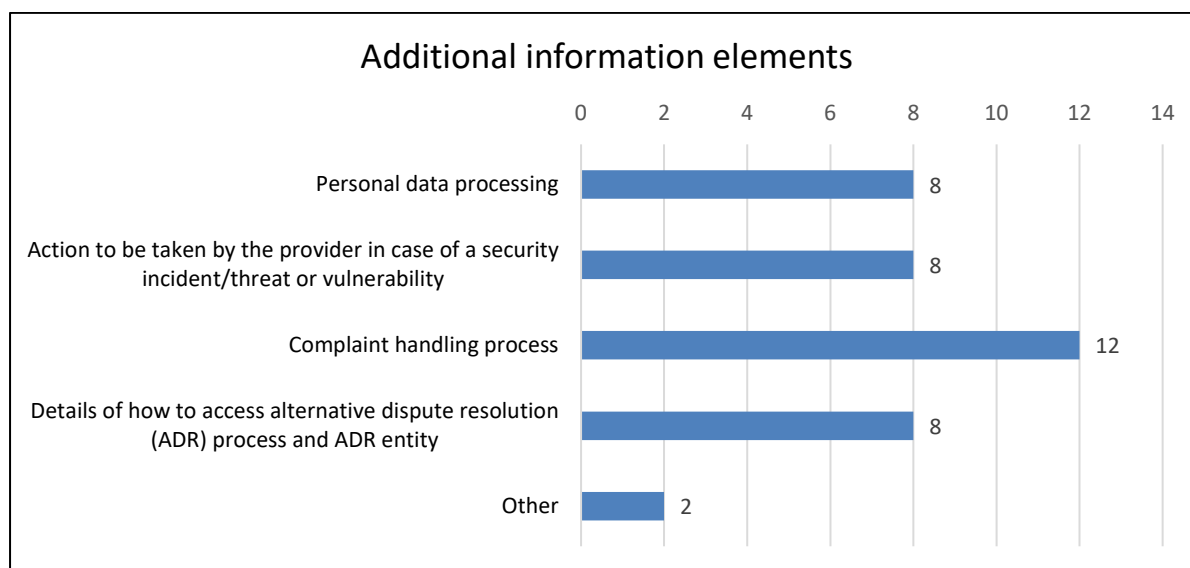


Figure 7: Number of MS in which measures have been taken in relation to additional information elements

In the majority of MS (15 out of 16) these measures to introduce additional information elements in consumer contracts apply to IAS and in about 81% of the MS these obligations apply to all NB-ICS. In the MS that have introduced measures, all end-users, not solely consumers, benefit from these requirements.

As output of the initiative most MS issued a binding decision by the NRA (56% of the MS) or by another authority than the NRA (19%). Other outcomes were specified fines (25% of the MS) or informal measures, e.g. discussions about best practices and publication of information (MT); informal check of websites (NL), publication of recommendations (FR). Further details on the relative prevalence of each of the types of measures taken in relation to these additional information elements are included in [Annex 1](#)

The majority of the MS do not differentiate between the types of contracts, when stipulating an obligation to provide information contractually or pre-contractually. The majority require the information to be provided during sales agreement (81%), which must be updated when a

¹⁰⁶ CZ, CY, MT, PT, RO, RS, SI, ES

¹⁰⁷ CZ, CY, MT, NL, PT, RO, RS, SI

¹⁰⁸ FR, IE, LT, NL, PT, RS, UK

¹⁰⁹ BE, CY, CZ, FR, IE, LV, LT, MT, NL, PT, RO, UK

contractual change occurs (48%). In case the information has to be provided pre-contractually 6¹¹⁰ MS have specified formal requirements (e.g. size of the information, place, particular format, font size, etc.).

2.8. The outcome of initiatives by NRA which is a contract summary

6¹¹¹ NRAs responded that the outcome of the initiatives described in preceding sections above resulted in a summary contract. Further, they have prescribed a certain order for the information elements in the contract summary. By way of explanation PT and LV pointed out that the main information should not be relegated to the last pages of the contract or information template. Whereas DE defined the positioning for certain charts in the contract summary template, BE introduced an annex with preformatted templates, removing the scope for any deviation.

Further, 6¹¹² MS defined the format of the contract summary template. EL explained that specific information must be on the first two pages of the contract. BE specified that preformatted templates have to be followed and a modification is only possible within the limits of five exceptions. DE specified that the contract template has to be one DIN-A4-Page. PT provides a contract template with a structure and specific order.

3¹¹³ NRAs have issued templates differentiating between the services provided. The main difference is not double or triple play, but the fixed voice / mobile / internet access / bundle. BE also included a template for TV; DE as well as BE differentiate in their templates between post-paid and prepaid mobile. As a result from this differentiation, FR provided five different templates, whereas BE provided seven and DE nine templates.

5¹¹⁴ MS specified formal requirements such as page limitations (BE, EL), specific structure of the charts (FR) and preformatted templates (BE, DE, PT) have to be followed.

As a legal basis underpinning the introduction and template of the summary contract FR mentioned two non-binding recommendations from 2006 which are widely followed. In BE and PT the contract summary is based on the national communication law, whereas in DE, a regulation is the legal basis for the contract summary.

3 MS (BE, DE, PT) encountered difficulties whilst introducing the summary contract. The operators in BE argued that the format was too strict and limiting; it is possible now to add an additional box with the possibility to include relevant “free text”. In PT the regulation was suspended because of difficulties related to implementation, firstly identified by the operators. In DE legal and practical questions arose around the subject of the definition of the price (e.g. for prepaid products/ products in a bundle with hardware) as well of practical nature due to the diversity of the products (i.e. products with transmission via line-of-sight-radio/satellite).

¹¹⁰ CY, FR, LV, MT, PT, RS

¹¹¹ BE, DE, FR, EL, LV, PT

¹¹² BE, DE, EL, FR, PT, SR

¹¹³ BE, DE FR

¹¹⁴ BE, DE, EL, FR, PT

3 NRAs (BE, FI, DE) out of a total of 8 respondents to this question did foresee challenges regarding the potential implementation of a contract summary with regards to NI-ICS. Reasons that were mentioned for this is that the provision of NI-ICS depends on the underlying telecommunication networks (FI), BE foresees a challenge to indicate international tariffs if those were to be applied by NI-ICS. DE mentioned the diversity of NI-ICS making it difficult to find a common denominator.

2.9. Contract Information – discontinued offers

In 12¹¹⁵ out of 27 MS there is a requirement for providers of ECS to ensure the availability, particularly online, of contract information on discontinued offers (i.e. offers that are no longer available for new subscriptions). In other words, providers must maintain an archive for discontinued offers to ensure the availability of contract information on discontinued tariff plans. In 15¹¹⁶ MS, no such obligations exist.

In some MS the terms of each contract shall be publicly available on the website for two years (EL and HU) and five years for internal use (HU) after the expiry of the period for which they were in effect. In PT it was decided by the NRA that there must be an access on the website of the provider to offers that have been discontinued as long as there are still active contracts based on those offers, though this decision is currently suspended.

2.10. Difficulties encountered and envisaged and extending measures to include NI-ICS

BEREC's questionnaire also included questions on:

- If any difficulties had been encountered, whether related to the legal basis for any initiative that was introduced or the steps required to introduce the initiative, and
- Whether the NRA foresaw any particular challenge for the potential extension of any information requirements, already introduced in their MS, to NI-ICS.

A summary of some of the key findings from the responses received is set out in Annex 2 below.

1. Do you have any comments or observations regarding the summary of NRAs initiatives and measures, set out in Section 2, to assist consumers to better understand their ECS contracts?

¹¹⁵ AT, BG, CY, DE, EL, HU, IE, IT, MT, PL, PT, RO

¹¹⁶ BE, CH, CZ, DK, EE, ES, LT, LV, NO, NL, SR, SI; SK, SE, UK

3. NRAs views on information elements for contract summary

Section 2 of the report summarises the measures and initiatives taken by NRAs (or other CAs) to simplify contract terms with respect to each of the identified key information elements in consumer contracts. Section 2, therefore, represents a factual overview of the issues that NRAs (or other CAs) considered significantly important to prompt them to either:

- Retrospectively take enforcement action to constrain and/or correct the manner in which a provider was presenting (or, perhaps, failing to present) key information elements in their consumer contracts, or
- Proactively introduce measures or take initiatives to better highlight key information elements in consumer's ECS contracts.

However, NRAs' ability to take measures or introduce initiatives may be constrained by a number of factors, including:

- Existing legislation (e.g. horizontal legislation) may be considered sufficient to protect end users interests by national legislators,
- The competencies assigned to the NRA in national legislation,
- The strength of the legislative basis, which may not be considered sufficient to allow the NRA to take measures and introduce initiatives to address the situation it encounters even when it has been assigned competence, and
- The availability of resources to drive the introduction of any measures or initiatives.

For these reasons, not all NRAs may have introduced the measures and initiatives that they think are appropriate for their MS. It was considered important to elicit NRAs views in order to help identify the key information elements that they consider should be included in a contract summary. Using the same seven key information element headings¹¹⁷ as in Section 2 above, NRAs were, therefore, asked to rank¹¹⁸ the information sub-elements in order of importance, in order to elicit view and, ideally, identify patterns on what are considered the key information elements to assist consumers to better understand their contracts. It is, however, worth noting that some NRAs may have filled in this ranking, bearing in mind that Article 102 (3) of the EEC already prescribes some of the information elements the contract summary template has to contain.

¹¹⁷ The identity of the trader; The main characteristics of each service provided; The price for each service provided; The duration of the contract and the conditions for its renewal and termination; Quality of Service; Compensation and refund arrangements; Additional information elements

¹¹⁸ Using the rankings, "High", "Medium", "Low" or "Not Relevant"

It should be noted that the questionnaire for this section of the report was very extensive, whereby NRAs were requested to rank each information sub-element for 6 categories of ECS, namely:

- Voice fixed
- Broadband (IAS) fixed
- Messaging
- Voice mobile
- Broadband (IAS) mobile
- Bundles of ECS, with or without equipment/devices

As such, there are potentially 6 different sets of aggregated results from the NRAs responses, one for each of the categories of ECS. On examination of the rankings provided by NRAs, it became apparent that some information sub-elements, e.g. the trading name and geographical address of the trader, are equally important across all categories of ECS. For this reason, BEREC has used the average responses across the 6 categories of ECS to represent what are the key information sub-elements the NRAs had identified. However, where there are discrepancies between the ranking of information sub-elements across the categories of ECS, these facts have been highlighted in the text and figures below.

[Due to formatting restrictions some of the text in the charts included in this report is not fully visible. For this reason, a full list of the key information elements and associated sub-elements, which are used in the charts below is included in Annex 2.]

3.1. Identity of the trader

With regard to identity of the trader, the majority of the respondents indicated that this information is of significant importance for consumers, regardless of the category of ECS being provided. Respondents ranked each of the information sub-elements related to the identity of the trader and the aggregated ranking by NRAs for each of these sub-elements, which could be included in a contract summary, can be seen in Figure 8 below.

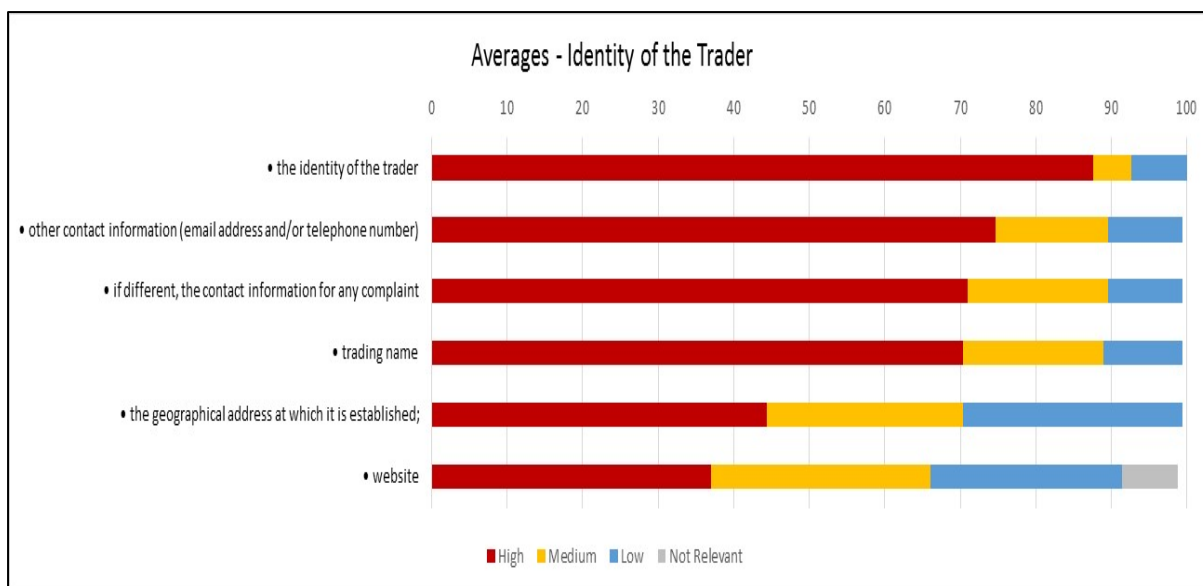


Figure 8: NRAs ranking of the importance of information related to the identity of the trader for inclusion in a contract summary

These figures represent an average of the NRAs responses for all the categories of services: voice fixed, voice mobile, broadband fixed, broadband mobile, messaging, and bundles and reflect the NRAs' opinion on the importance of informing the end-users on the price for each service. However, the ratings for each category of service were, mostly, identical and so the average results, presented in the chart is representative for each of the individual categories of service.

The highest rated sub-elements related to the identity of the trader were:

- “the identity of the trader” - on average rated high 89% of NRAs (24 of 27);
- “other contact information (email address, telephone number)” - on average rated high by 74% of NRAs (20 of 27);
- “if different, the contact information for any complaint” - on average 70% of NRAs (19 of 27);
- “trading name” – on average 70% of NRAs (19 of 27)

3.2. The main characteristics of each service provided

With regard to the main characteristic of services, NRAs views on importance of particular information sub-elements vary significantly depending on category of the services that are the subject of the contract. Nevertheless some sub-elements are, according to NRAs' ratings, highly important for consumers, irrespective of category of the service.

The aggregated ranking by NRAs for all the sub-elements of information on “the characteristics of each service” that could be included in a contract summary can be seen in the figure below. These figures represent an average of the NRAs responses for all categories of services

(voice fixed, voice mobile, broadband fixed, broadband mobile, messaging, and bundles) and reflect the NRAs' opinion on the importance of informing the end-users on the key characteristics for each service. However, having regard for the numerous sub-elements related to "the main characteristics of each service", the 27 responding NRAs did not consider all sub-elements to be equally important across all 6 categories of services and, where discrepancies are obscured by the use of the single average figure, commentary is provided.

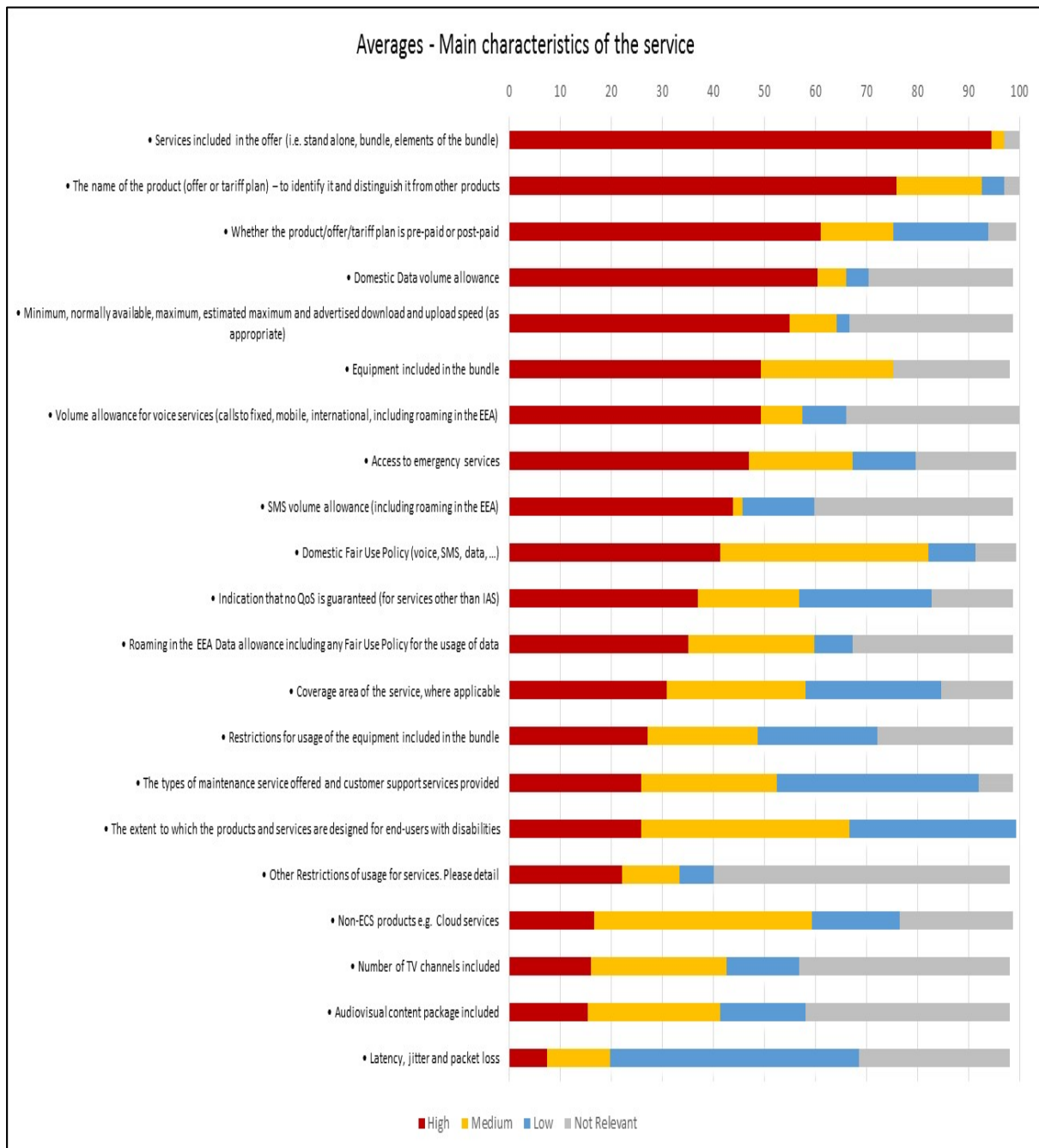


Figure 9: NRAs ranking of the importance of information related to the characteristics of the service for inclusion in a contract summary

The sub-elements related to the characteristics of the service(s) that were ranked highest by NRAs and, therefore, considered by NRAs to be most important to include in a contract summary are:

- Services included in the offer (i.e. stand alone, bundle, elements of the bundle) – on average rated high by 96% of NRAs (26 of 27)
- The name of the product (offer or tariff plan), to identify it and distinguish it from other products – on average rated high by 77% of NRAs (21 of 27)
- Whether the product/offer/tariff plan is pre-paid or post-paid – on average rated high by 63% of NRAs (17 of 27)
- Domestic Data volume allowance – on average rated high by 59% of NRAs (16 of 27). However, it is clear from the responses received from NRAs that the average rating for this information sub-element does not accurately reflected its importance for some categories of ECS (and also its insignificance for other categories).
 - It is only rated high by 41% of NRAs (11 of 27), with respect to fixed voice and mobile voice services.
 - It is rated high by 48% of NRAs (13 of 27) with respect to messaging services (SMS/MMS/NIICS)
 - It is, however, rated high by 74% of NRAs (20 of 27), with respect to fixed BB (IAS), 78% of NRAs (21 of 27) with respect to bundled products and 81% of NRA with respect to mobile BB (IAS)
- Minimum, normally available, maximum, estimated maximum and advertised download and upload speed (as appropriate) – on average rated high by 56% of NRAs (15 of 27). However, an average figure for NRAs rating of this information sub-element does not accurately reflect the range of ratings that apply across each of the 6 categories of ECS.
 - This information sub-element was rated high by 33% of NRAs (9 of 27) with respect to fixed voice, mobile voice and messaging products.
 - It was rated high by 67% of NRAs (18 of 27), with respect to bundled products
 - It was rated high by 78% of NRAs (21 of 27) with respect to mobile BB (IAS) and by 85% of NRAs (23 of 27) with respect to fixed BB (IAS).
- Access to emergency services – on average this information sub-element was rated high by 48% of NRA (13 of 27). Similarly, it is necessary to consider NRAs ratings for each of the individual categories of ECS to better understand whether there is a conviction that this information sub-element should be included in some, or all, consumer contracts.
 - It was rated high by 33% of NRAs (9 of 27) and 37% of NRAs (10 of 27) with respect to fixed BB (IAS) and mobile BB (IAS), respectively.
 - It was rated high by 48% of NRA (13 of 27) in relation to messaging services and rated high by 52% of NRA (14 of 27) in relation to bundled products

- It was rated high by the greatest number of NRAs, 56% (15 of 27) in relation to fixed voice and mobile voice services.
- Equipment included in the bundle - this information sub-element was, on average, rated high by 48% (13 of 27) of NRA but there was a significant discrepancy in relation to each of the categories of ECS.
 - It was rated high by 44% of NRA (12 of 27) in respect of mobile-voice, fixed voice and messaging services.
 - It was rated high by 48% of NRA (13 of 27) in respect of fixed and mobile BB (IAS)
 - It was rated high by 67 % of NRAs (18 of 27) when considering bundled products.
- Volume allowance for voice services (calls to fixed, mobile, international, including roaming in the EEA) – this information sub-element was, on average, rated high by 48% (13 of 27) of NRA but it is appropriate to consider the rankings in relation to each of the categories of ECS.
 - It was rated high by 78% of NRAs (21 of 27), when considering fixed voice and mobile voice services
 - It was rated high by 67% of NRAs (18 of 27) in relation to bundled offers
 - However, it was only rated high by 26% of NRAs (7 of 27) in relation to fixed BB, mobile BB and messaging services.

3.3. The price for each service provided

It is to be expected that the price for each service would be considered as one of the most important pieces of information that should be included in a contract summary. Considering the numerous sub-elements related to price information, the 27 responding NRAs did not consider all sub-elements to be equally important and, therefore, to be included in a contract summary.

The aggregated ranking by NRAs for all the sub-elements of information on prices that could be included in a contract summary can be seen in the figure below.

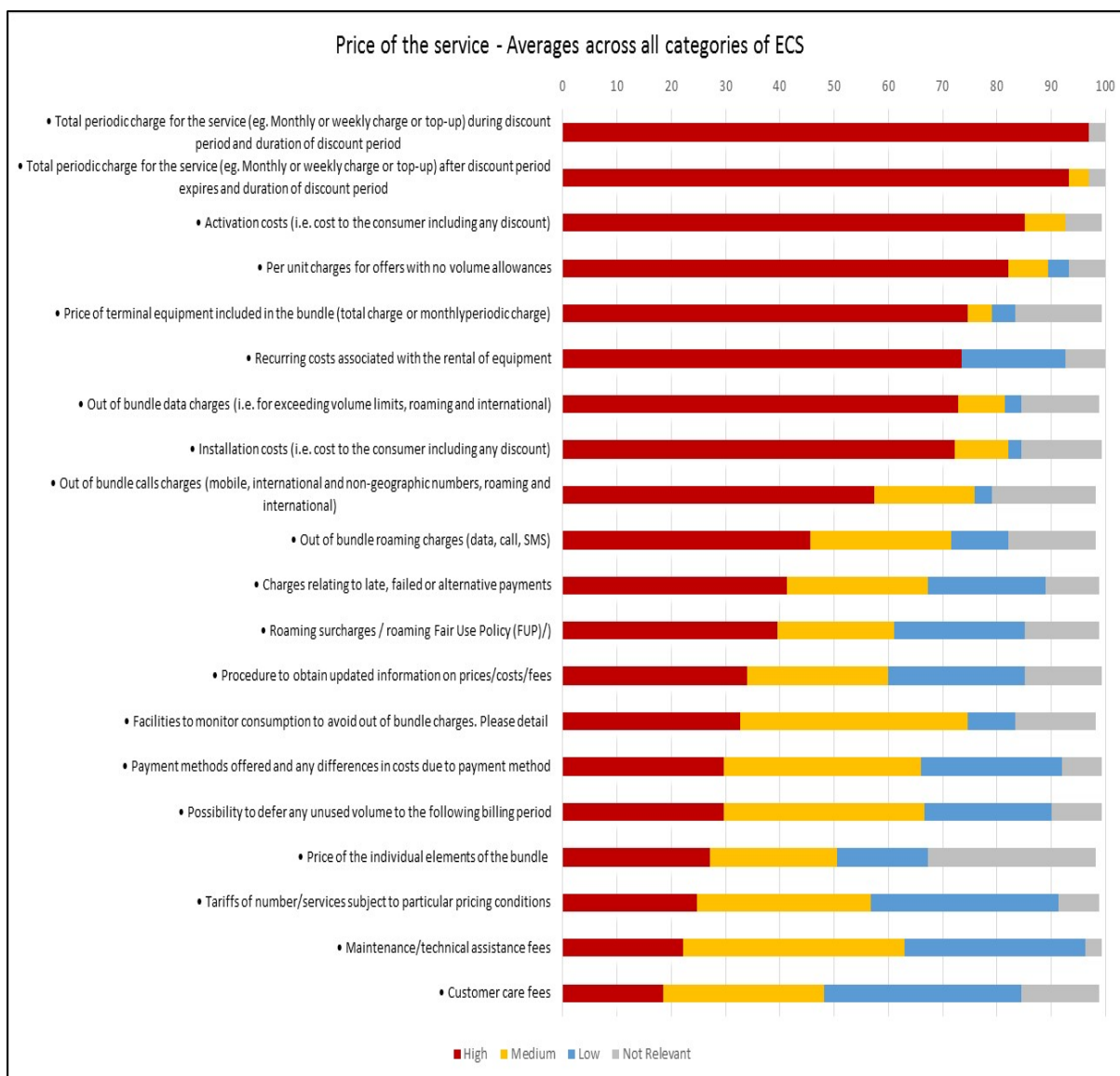


Figure 10: NRAs ranking of the importance of price-related information for inclusion in a contract summary

These figures represent an average of the NRAs responses for all the categories of services: voice fixed, voice mobile, broadband fixed, broadband mobile, messaging and bundles, and reflect the NRA's opinion on the importance of informing the end-users on the price for each service. The rating for each category of service was not significantly different with discrepancies only found in the installation costs which in the case of "voice mobile", "broadband mobile" and "messaging" were considered less important by the NRAs, having regard for the technical characteristics of these categories of services.

The highest rated sub-elements related to prices were:

- the total periodic charge for the service (e.g. monthly or weekly charge or minimum top-up amount) during any discount period and duration of the discount period - on average rated high by 97% of NRAs (26 of 27)

- the total periodic charge for the service after any discount period expires and the duration of discount period - on average rated high by 93% of NRAs (25 of 27)
- the activation costs related to the provision of the services - on average rated high by 85% of NRAs (23 of 27), and
- per unit charges for offers with no volume allowances - on average rated high by 82% of NRAs (22 of 27)

The following price-related sub-elements were ranked high by an average of 74% of NRAs (20 of 27):

- the cost of any terminal equipment included in the bundle (total charge or monthly/periodic charge)
- the recurring costs associated with the rental of equipment
- out of bundle data charges
- any installation costs

Out of bundle calls charges (mobile, international and non-geographic numbers, roaming and international) were also rated as highly important by 59% of NRAs (16 of 27) in order to be included in a contract summary.

Other sub-elements of information regarding prices – charges related to late, failed or alternative payments, possibility to defer any unused volume to the following billing period, tariffs of numbers/services subject to particular pricing conditions, maintenance/technical assistance fees, facilities to monitor consumption to avoid out of bundle charges, payment methods offered and any differences in costs due to payment method - were seen by the NRAs as of medium importance for the contract summary, regardless of the type of service involved.

3.4. The duration of the contract and the conditions for its renewal and termination

Most of the information sub-elements related to contract duration, renewal and termination were rated as “highly important” for end-users by a significant number of NRAs. The percentages for all the sub-elements of information on duration and renewal/termination of the contract that could be included in a contract summary are presented in the chart below.

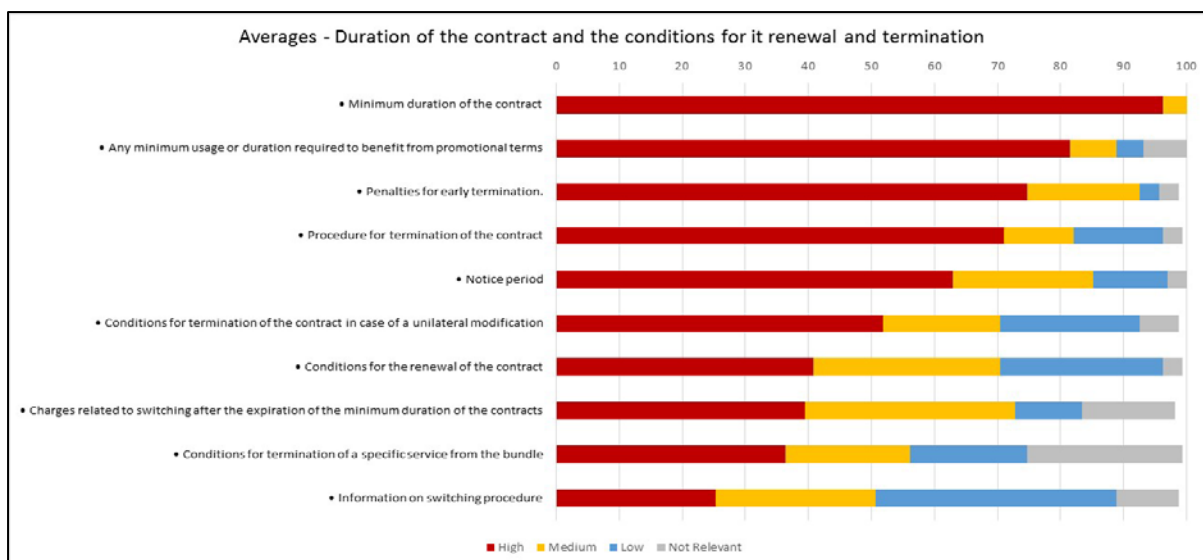


Figure 11: NRAs ranking of the importance of information on contract duration and conditions for renewal and termination for inclusion in a contract summary

The sub-elements of information that were considered by NRAs to be most important to include in a contract summary are:

- the minimum duration of the contract (on average rated high by 97% of NRAs - 26 of 27)
- the minimum usage/duration required to benefit from promotional terms (on average rated high by 82% of NRAs - 22 of 27)
- the penalties for early termination of the contract (on average rated high by 74% of NRAs (20 of 27)
- the procedure for the termination of the contract (on average rated high by 71% of NRAs (19 of 27), and
- details on the notice period to be served if the consumer is considering switching provider (on average rated high by 63% of NRAs (17 of 27).

In addition, 52% of NRA (14 of 27) also considered providing information on the conditions for terminating the contract in case of a unilateral modification by the provider to be of high importance elements. According to the responding NRAs, the information on switching procedure was less important than the other elements regarding the duration and renewal/termination of the contract.

Generally, the ratings for each type of service/bundles were not significantly different from one type of service to another. One notable exception is the information on conditions for termination of a specific service from a bundle which was understandably rated higher by more NRAs in case of the bundles than in case of the individual services - conditions for termination of a specific service from the bundle was, on average, rated high by 37% of NRAs (10 of 27).

3.5. Quality of Service

As part of the survey, NRAs had to rank the importance (using the categories "High", "Medium", "Low" and "Not relevant") of each information sub-element of QoS for each of the six categories of ECS under consideration (Voice Fixed, Voice Mobile, Broadband Fixed, Broadband Mobile, Messaging (SMS/MMS/NICS) and bundles).

The information sub-element of QoS that NRAs were asked to rank are set out in the chart below along with the aggregated results of the responses, averaged across all 6 categories of ECS:

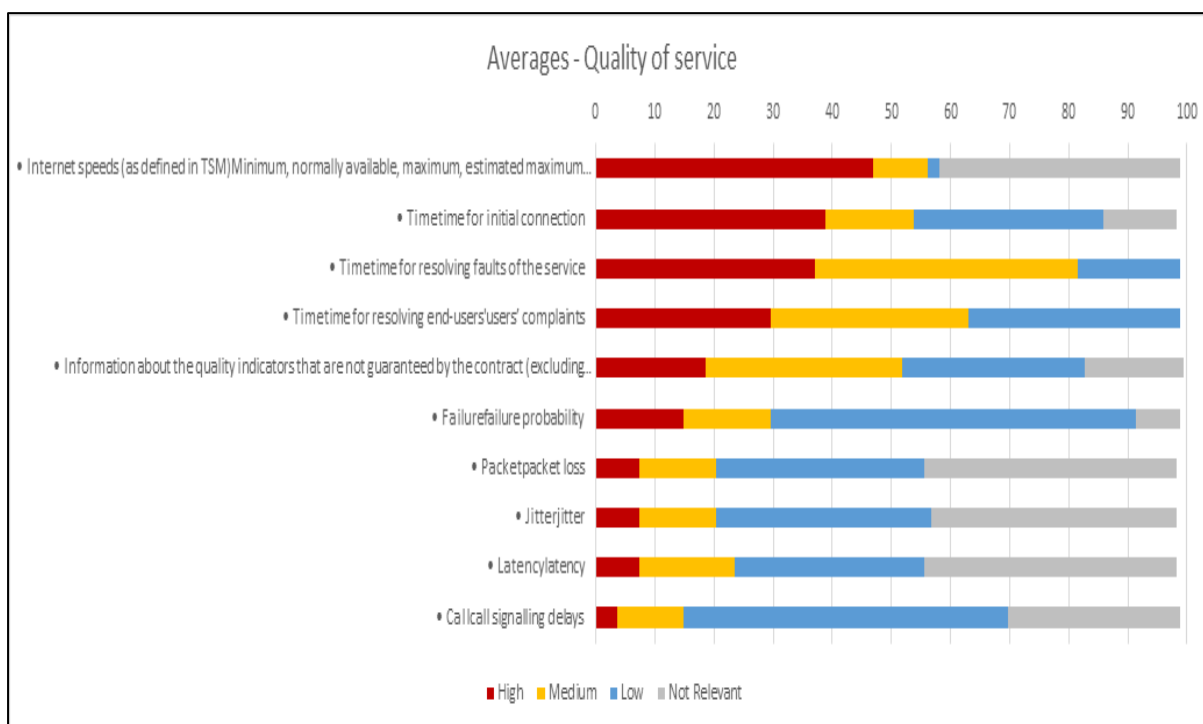


Figure 12: NRAs ranking of the importance of information on QoS for inclusion in a contract summary

On average, NRAs ranked the following sub-elements of QoS-related information to be most important:

- Internet speeds - Minimum, normally available, maximum, estimated maximum and advertised download and upload speed (as appropriate) as required under Article 4(1) of Regulation (EU) 2015/2120. On average 47% of NRAs (13 of 27) ranked this as "high", however, it is not a relevant factor for fixed and mobile voice services and so when objectively considered in relation to fixed BB (IAS), mobile BB (IAS) and bundled products, then 81%, 78% and 67% of NRAs (22, 21 and 18 of 27), respectively, rank "internet speeds" as a "high" priority information element to be included in a contract summary.
- Time for initial connection was also, on average, ranked "high" by 39% of NRAs (11 of 27), also only very minor discrepancies (+/- 1 NRA) between the categories of ECS,

- Time for resolving faults of the service was, on average ranked "high" by 37% of NRAs (10 of 27), with no discrepancies in this figure across the categories of ECS.
- Time for resolving end-users' complaints, was, on average, ranked "high" by 30% of NRAs (8 of 27). This classification applied equally across all service types.

3.6. Compensation and refund arrangements

NRAs were requested to rank the importance of each information sub-element related to "compensation and refund arrangements" across the 6 ECS categories. The information sub-element associated with this particular key information element are set out in the chart below, along with the aggregated results of the responses, averaged across all 6 categories of ECS:

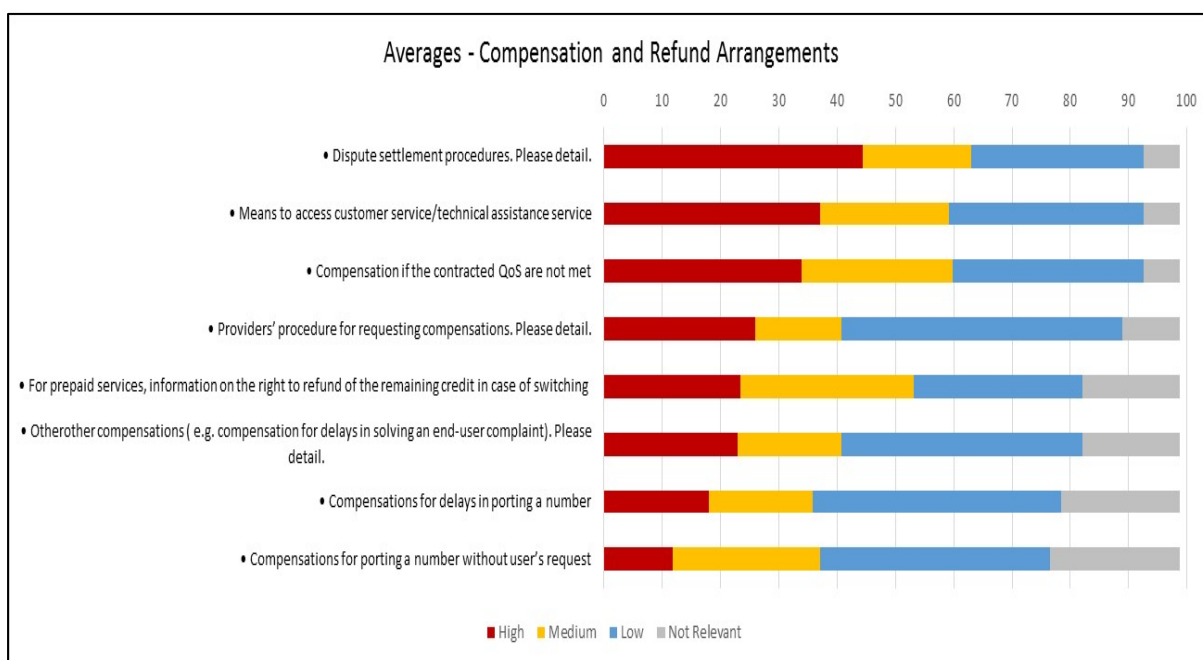


Figure 13: NRAs ranking of the importance of information related to compensation and refund arrangements for inclusion in a contract summary

On average, NRAs ranked the following sub-elements of QoS-related information to be most important:

- Dispute settlement procedures – On average 44% of NRAs (12 of 27) classified the information sub-element as being highly important consistently across all ECS categories.
- Means to access customer service/technical assistance service – on average 37 % of NRAs (10 of 27) ranked this information sub-element as "high", with no variation across the categories of ECS.
- Compensation if the contracted QoS are not met – On average, NRAs ranked this sub-element as the third most important under the heading Compensation and Refund Arrangements. One third of the NRAs (33.33% - 9 of 27) classified it as "high" important

under five of the 6 categories of ECS, with 37% of NRAs (10 of 27) ranking it high in relation to mobile BB (IAS).

3.7. Additional information elements

Whilst evaluating the importance of the additional information elements NRAs did not envisage any difference in ranking across the 6 different ECS product categories and, as such, the average rankings set out in the figure below are representative for all ECS product categories.

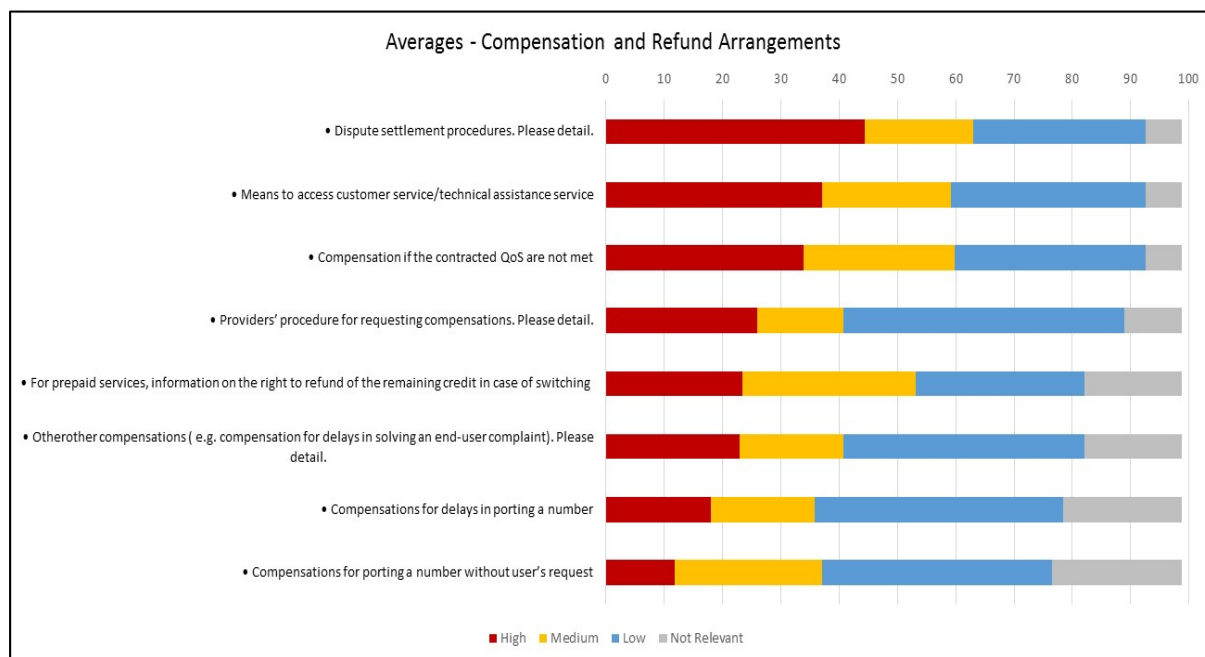


Figure 14: NRAs ranking of the importance of additional information for inclusion in a contract summary

According to the responses received, NRAs ranked the following information sub-elements to be most important:

- Details of the ECS providers complaint handling process – 33% of NRAs (9 of 27) ranked this a high priority information sub-element to be included in contract summary, though the reason why it was not ranked higher by some NRAs may be because, as some NRAs commented, this information could or should be given by other medium, e.g. on the provider's websites or by the provider's customer service.
- Processing personal data – 30% of NRAs (8 of 27) ranked this a high priority information sub-element, while 33% of NRAs (9 of 27) estimated it to be of medium priority. The submissions from PT and FI may illustrate why processing of personal data is not considered a high priority by more NRAs:
 - PT pointed out that this obligation is already established in GDPR
 - FI explained this information should be provided but it is not sufficiently important to be included in the contract summary template.

- Details of how to access alternative dispute resolution (ADR) process and ADR entity - 26% of NRAs (7 of 27) ranked this a high priority information sub-element, while 30% of NRAs (8 of 27) estimated it to be of medium priority. PT mentioned in this context that too much information may discourage subscribers from reading the whole contract. From the 44% of NRAs (12 of 27) that consider this information to be of low relevance or no relevance, the comments received suggest that this information should be provided in another medium; in other words, the contract should not be the primary source of information for obligations set out in consumer or telecommunication law.

2. Do you have any comments or observations regarding the summary of NRAs ranking of the key information elements, set out in Section 3?

3. Do you agree with the NRAs views on the rankings of the key information elements for the summary template?

4. Do you have any views on how a contract summary should be drafted, addressing the following aspects in your response:
 - a. Size and number of pages on which the summary should fit
 - b. Font size and contrast of key information elements
 - c. Layout or order in which the key information elements should be presented
 - d. A single contract summary for each category of ECS or for multiple ECS
 - e. Particularities that should be considered with regard to disabled citizens
 - f. Any other elements you consider important to be included in the contract summary.

4. Conclusions and next steps

It is evident from the extensive responses that BEREC received to its questionnaire, the results of which are set out in Section 2 above, that NRAs have considerable knowledge and experience of introducing measures and initiatives in relation to information requirements in consumer contracts. Such measures and initiatives range from informal initiatives, as simple as publishing information on its website, to retrospective enforcement action to ensure any consumer harm resulting from misleading or missing contractual information is stopped and rectified. This experience will allow NRAs, through BEREC, to continue to exchange information and best practices to better promote consumer welfare in their MS and across the EU.

Nonetheless, it would be unreasonable for NRAs (and/or other CAs) in each MS to think that they have addressed all consumer contract-related issues that have or may arise. As such, BEREC's questionnaire, which required NRAs to carefully consider and rank an extensive list of key information elements for potential inclusion in a contract summary, allows BEREC to draw upon NRAs experience of consumer markets and collate the combine their inputs, having regard for the fact that commercial offers may not be homogenised across all MS. The result of this input is set out in Section 3 above, and it is possible to draw conclusions on what individual NRAs consider are the key contract information elements based on those information elements that received the highest ranking (having regard for the category of ECS under consideration).

This report is largely a benchmarking exercise, setting out NRAs practices to better clarify consumer contracts (Section 2) and recommendations on what information elements should be included in a contract summary (Section 3). Stakeholder's views will be sought on the following matters before the report is finalised:

1. Do you have any comments or observations regarding the summary of NRAs initiatives and measures, set out in Section 2, to assist consumers to better understand their ECS contracts?
2. Do you have any comments or observations regarding the summary of NRAs ranking of the key information elements, set out in Section 3?
3. Do you agree with the NRAs views on the rankings of the key information elements for the summary template?
4. Do you have any views on how a contract summary should be drafted, addressing the following aspects in your response:
 - a. Size and number of pages on which the summary should fit
 - b. Font size and contrast of key information elements
 - c. Layout or order in which the key information elements should be presented
 - d. A single contract summary for each category of ECS or for multiple ECS
 - e. Particularities that should be considered with regard to disabled citizens
 - f. Any other elements you consider important to be included in the contract summary.

Annex 1 – Nature of Measures and Initiatives

Measures related to the identity of the trader

Of the measures and initiatives taken in the 16¹¹⁹ MS regarding all aspects of the Identity of the Trader in consumer contracts, Figure 15 below sets out the prevalence for each of the type of measures taken in MS.

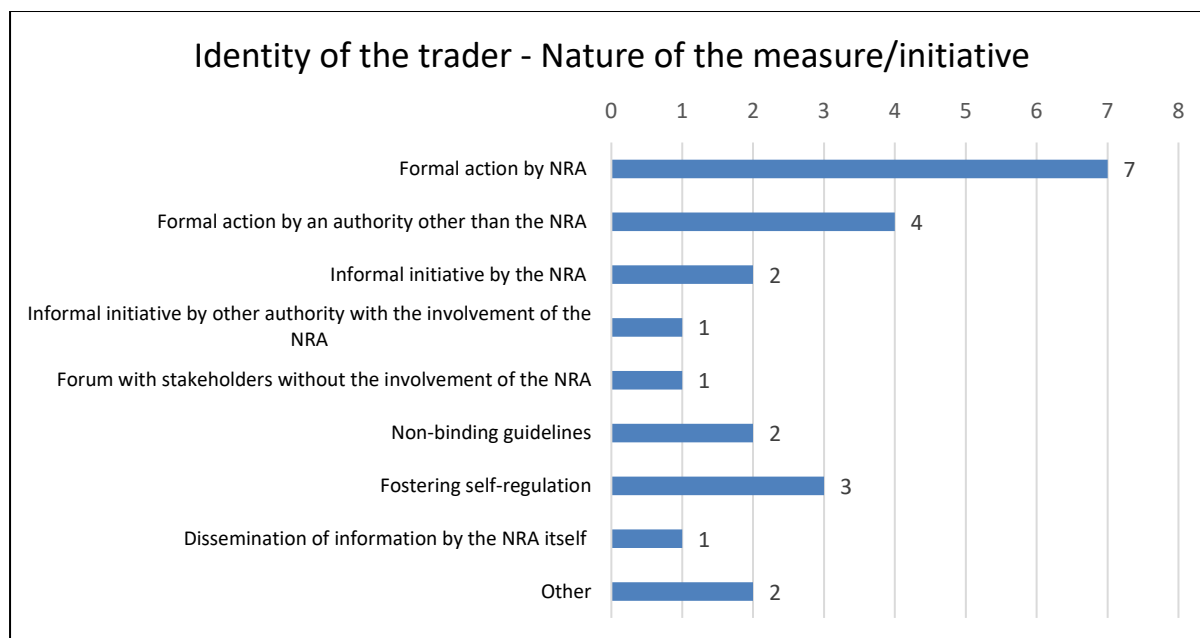


Figure 15: Relative prevalence of the nature of measures/initiatives taken regarding the identity of the trader

Measures related to the characteristics of the services

Of the measures and initiatives taken in the 23¹²⁰ MS regarding all aspects of the characteristics of the services in consumer contracts, Figure 16 below sets out the prevalence for each of the type of measures taken by the NRAs.

¹¹⁹ AT, BE, CY, DE, EL, ES, FR, HR, MT, NL, PL, PT, RO, RS, SE, SK

¹²⁰ AT, BE, BG, CY, CZ, DE, EL, ES, FR, HR, HU, IT, LT, LV, MT, NL, PL, PT, RO, RS, SE, SI, UK

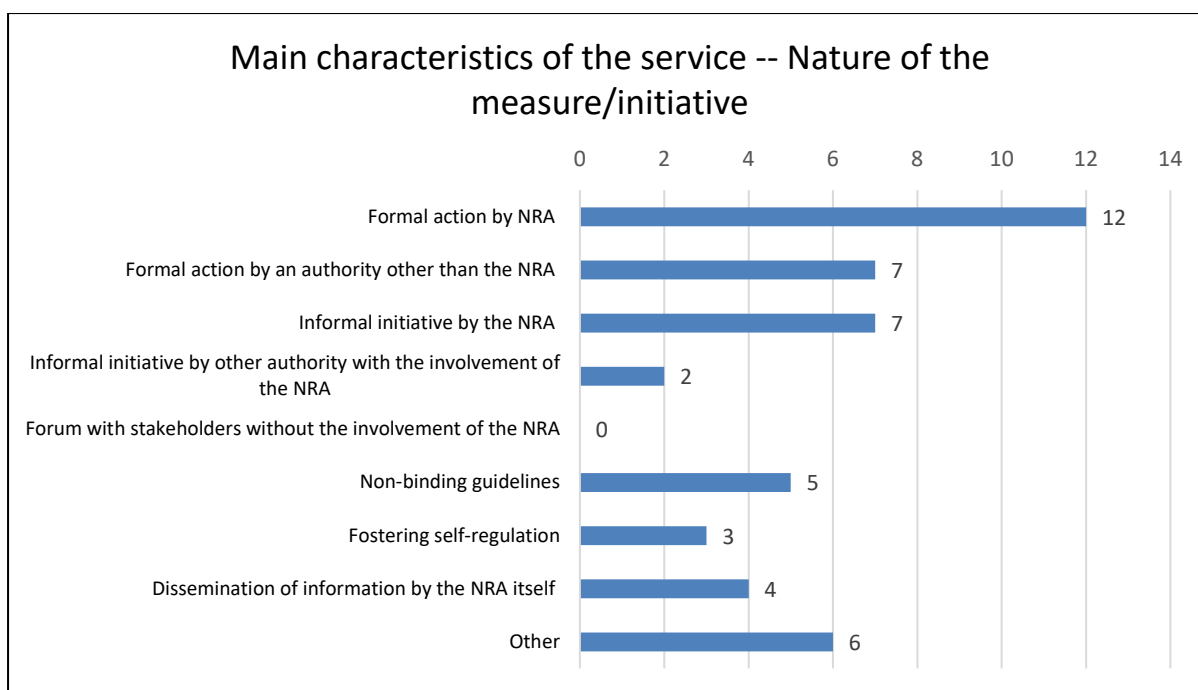


Figure 16: Relative prevalence of the nature of measures/initiatives taken regarding the main characteristics of the services provided

Measures related to the price of the services provided

Of the measures and initiatives taken in the 23¹²¹ MS regarding all aspects of the price of the services in consumer contracts, Figure 17 below sets out the prevalence for each of the type of measures taken in MS.

¹²¹ AU, BE, BG, CY, HR, FR, DE, GR, HU, IE, IT, LT, MT, NL, NO, PL, PT, RO, RS, SI, ES, SE, UK;

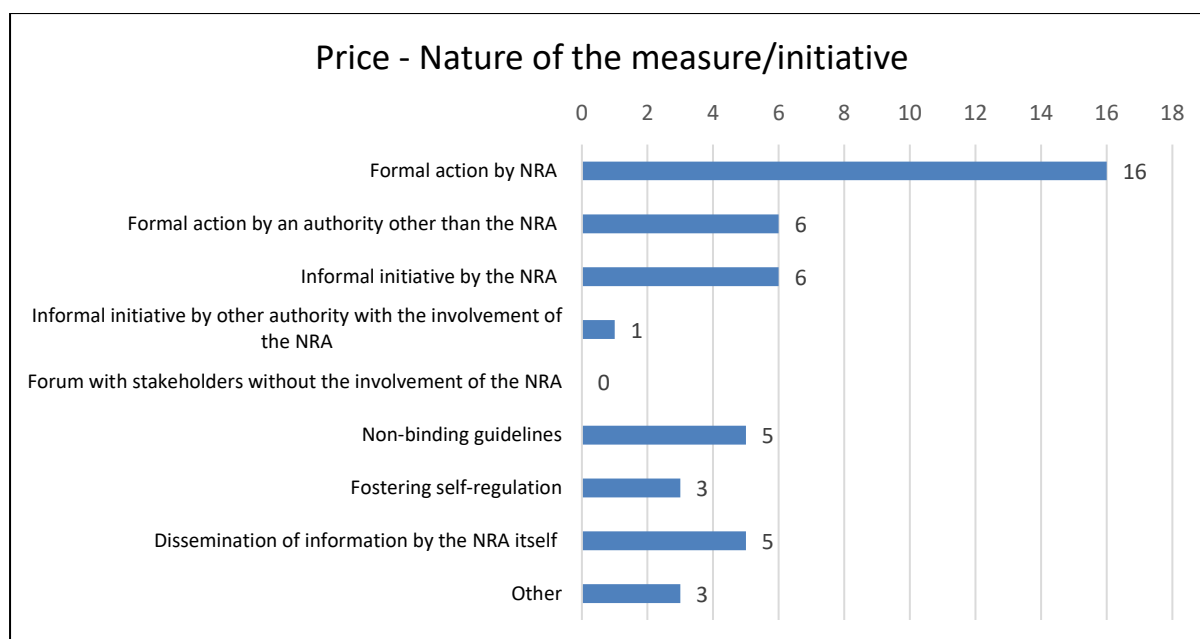


Figure 17: Relative prevalence of the nature of measures/initiatives taken regarding the price of the services provided

Measures related to the duration, renewal and termination of contracts

Of the measures and initiatives taken in the 23¹²² MS regarding all aspects of the duration, renewal and termination information in consumer contracts, Figure 18 below sets out the prevalence for each of the type of measures taken in MS.

¹²² 79% of the total number of countries that have responded the questionnaire - BE, BG, HR, CY, CZ, FR, DE, EL, HU, IE, IT, LT, MT, NL, NO, PL, PT, RO, RS, SI, ES, SE, UK

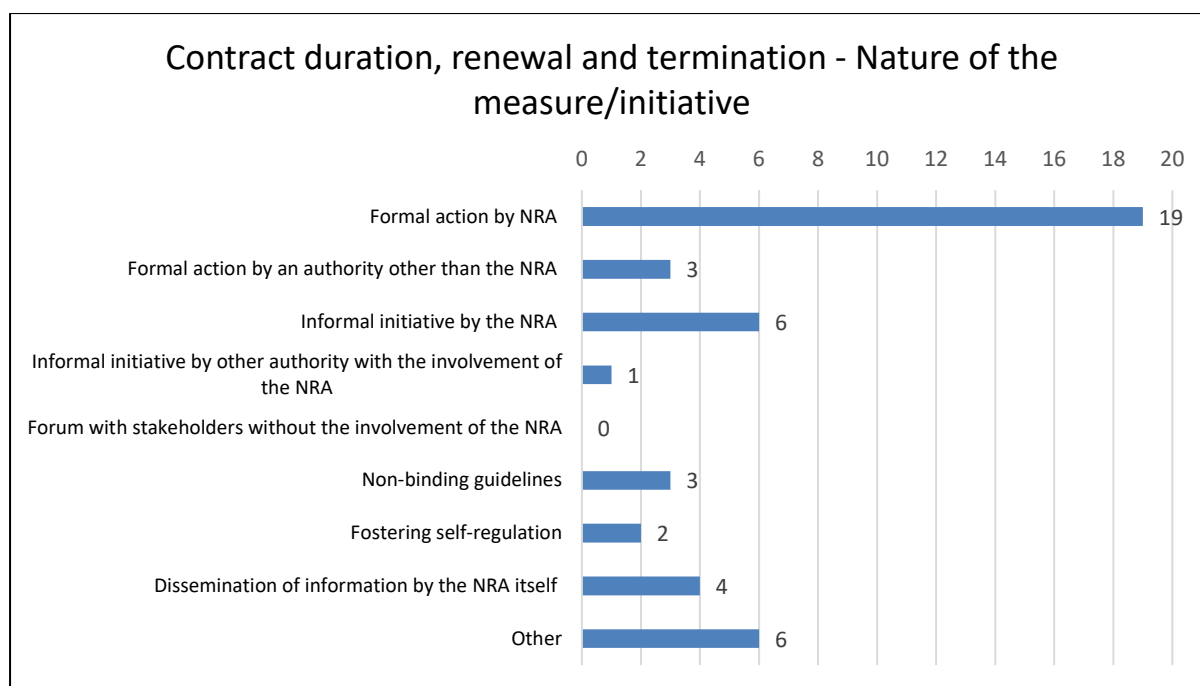


Figure 18: Relative prevalence of the nature of measures/initiatives taken regarding the contract duration, renewal and termination of contracts

Measures related to quality of service

Of the measures and initiatives taken in the 20¹²³ MS regarding all aspects of the QoS information in consumer contracts, Figure 19 below sets out the prevalence for each of the type of measures taken in MS.

¹²³ AT, BE, CY, DE, EL, ES, FI, FR, HR, HU, IT, LT, MT, NL, PT, RO, RS, SE, SI, UK

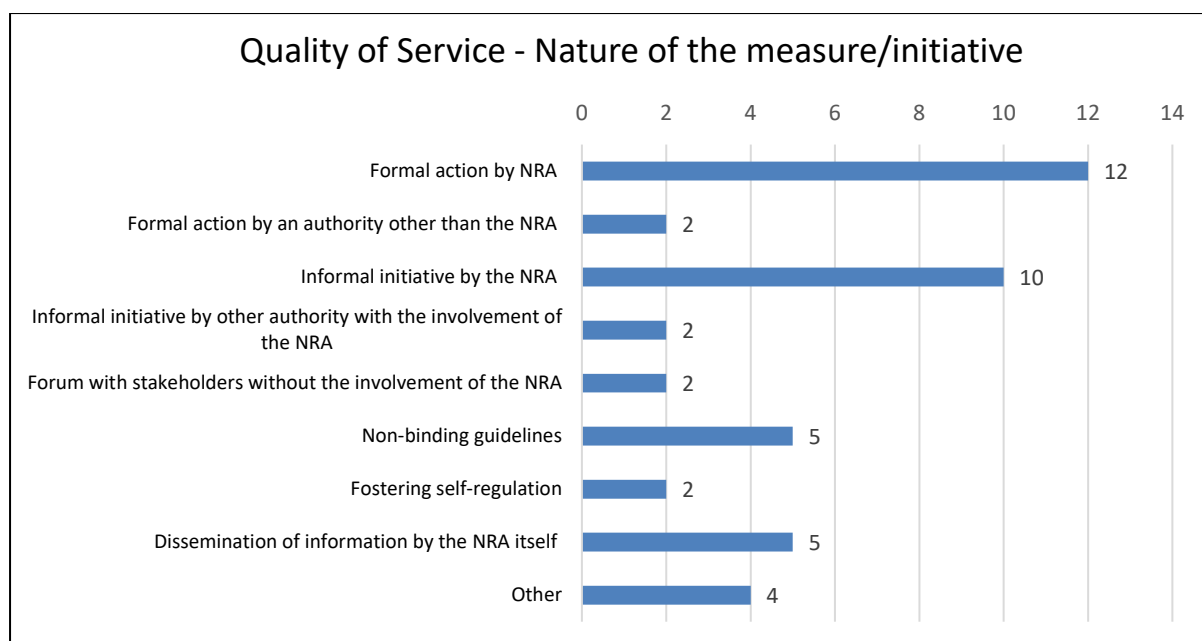


Figure 19: Relative prevalence of the nature of measures/initiatives taken regarding the QoS

Measures related to compensation and refund arrangements

Of the measures and initiatives taken in the 16¹²⁴ MS regarding all aspects of the compensation and refund arrangements information in consumer contracts, Figure 20 below sets out the prevalence for each of the type of measures taken in MS.

¹²⁴ CY, IT, UK, MT, NO, SI, NL, PT, FR, HU, SE, RS, RO, BE, ES, EL

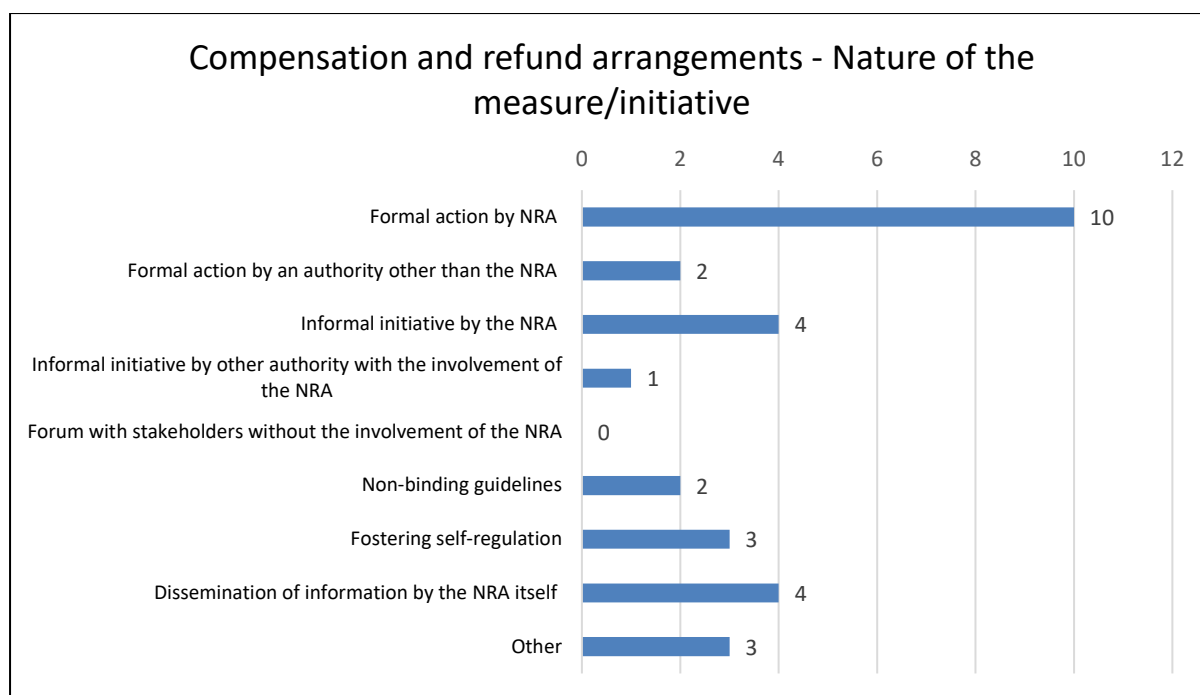


Figure 20: Relative prevalence of the nature of measures/initiatives taken regarding compensation and refund arrangements

Measures related to additional information elements

The majority of the MS, in which these measures were taken resulted in a formal action (12¹²⁵ out of 16). Of the measures and initiatives taken in 12 MS regarding additional information requirements for consumer contracts, Figure 21 below sets out the prevalence for each of the type of measures taken in MS.

¹²⁵ CY, EL, IE, LV, LT, MT, NL, PT, RO, RS, SI, UK

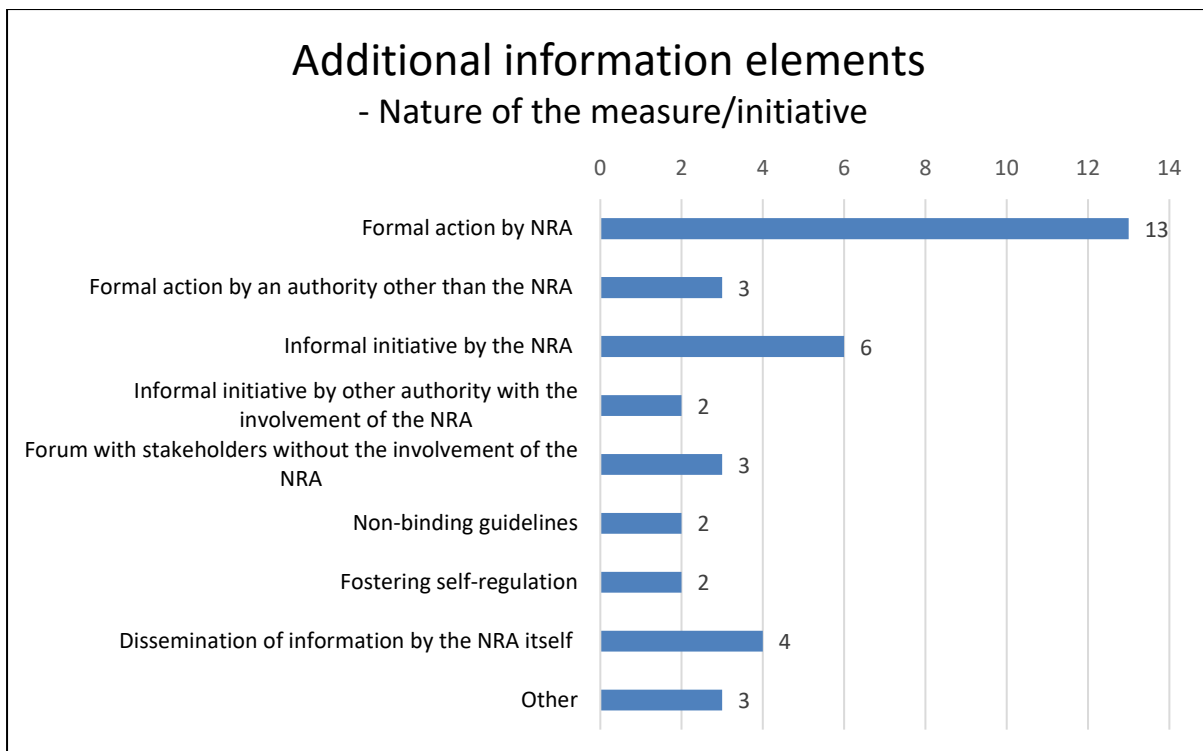


Figure 21: Relative prevalence of the nature of measures/initiatives taken regarding additional information

Annex 2 – Implementation challenges and outlook

In relation to initiatives introduced in their MS, NRAs were asked if they had encountered any difficulty, whether related to the legal basis for the initiative or the steps required to introduce an initiative, and whether they foresee any particular challenge for a potential implementation of the respective provision to NI-ICS.

In PT, DE and BE, which introduced initiatives to introduce a contract summary sheet, the difficulties encountered were of a practical nature. In PT, when ANACOM took measures to introduce a Simplified Information Sheet, which conveys, in simple and concise language, essential information about each offer to end-users the providers requested the suspension of the regulation before it was implemented on the basis that the information templates were not feasible in practice, even though no such issues were raised during the preceding public consultation. The regulation to introduce these measures is currently suspended and a procedure aiming to review it is ongoing.

With regard to legal difficulties, in DE the legal basis to introduce a contract summary template had to be adopted accordingly.

With regard to tariff plans, in BE providers argued the format of the template was too strict and limited their commercial freedom to describe elements. For that reason a box, which can contain free text to describe additional advantages, was added to the template.

3 MS (AT, DE, and NL) foresee challenges for a potential implementation of an obligation to provide information concerning the **identity of the trader** to NI-ICS. The NRAs, in their responses, underlined potential problems resulting from: large number of NI-ICS providers, the increase of cross-border-contracts (AT) and fact that additional information about different NI-ICS (especially in bundled products), which increases the diversity of products on the market, makes it difficult to provide information in simple, transparent way (DE, NL). However, it is worth noting that in all MS, obligations in this regard have been established under the general consumer rules and, thus already apply to all types of services

5 countries (SI, NL, FR, CZ, AT) foresee challenges concerning the implementation of initiatives regarding the provision of information about the **main characteristics of the service** provided and extending such obligations to NI-ICS. NRAs in their responses have underlined that potential problems could result from: large number of NI-ICS providers, increase of cross-border-contracts (AT) and fact that additional information about different NI-ICS (especially in bundled products) can't be provided in a simple and transparent way (NL), fact that NI-ICS usually presents more rapidly evolving approaches than traditional telecom services and it is not always possible to have a clear and complete view of all services provided by a given NI-ICS (FR), the fact that information requirements do not correspond with the nature of NI-ICS (CZ) and that the NI-ICS may be based in another jurisdiction, which would make communicating with them and enforcing any obligations very difficult (SI).

Most of the NRAs¹²⁶ did not report any difficulties introducing measures concerning the provision of **information about the price of the service**. DE pointed out the difficulty to adapt the contract template to accommodate special offers and to define the price for products sold

¹²⁶ AU, BG, HR, FR, GR, HU, IE, IT, LV, LT, MT, NL, NO, PL, RO, RS, SI, ES, SE, CH, UK;

in a bundle, with terminal equipment as well as prepaid products. Whereas in the telecommunication sector prices are subject to variations due to special offers/ vouchers for certain groups, the contract template can only be partly flexible and cannot be updated on a daily/ weekly basis. Therefore there might be a gap between the price and the "offer". Furthermore in the mobile sector many tariffs are sold with terminal equipment. The price therefore varies highly according to the terminal equipment (i.e. smartphone). A similar problem was encountered in relation to routers/ receivers. Furthermore, it is problematic to determine the price of a prepaid product, which is determined by the consumer.

Also, 13¹²⁷ out of the 20 responding NRAs don't foresee, for the moment, any particular challenges for a potential implementation of these types of initiatives to the NI-ICS. BE mentioned the difficulty to indicate international tariffs, if such tariffs would be applied by the NI-ICS. BE decided for NB-ICS that it is only required to indicate the least expensive tariff and the number of countries for which this tariff applies.

With respect to the information about the **contract duration**, in IE some legal arguments were raised that customers that "re-contract" (i.e. continue with their same tariff plan after the minimum contract period has passed) do not require a contract in a durable form and are not afforded a cooling off period. The legal arguments were not accepted by the NRA.

With regard to the information providers must include about the **quality of service**, only two NRAs (DE and PT) have encountered difficulties. BNetzA (DE) encountered difficulties regarding the provision of data transmission rate. This does not concern "traditional" providers but those who provide their services via satellite or radio-links. The problem encountered in PT related to the wider issue of the NRA (ANACOM) introducing a Simplified Information Sheet, which met resistance from providers on the basis of its practicability.

However four NRAs (AT, BE, SI, FR) did anticipate challenges for a potential implementation of obligations regarding the provision of QoS information for NI-ICS. BE pointed out that – in order for Article 97¹²⁸ of the EECC to apply, it must be established that NI-ICS control elements of the network in the sense of this article. It is unclear how exactly this has to be evaluated. Similarly, FR believes that contrary to "traditional" operators of electronic communications networks, NIICS do not necessarily own or control the infrastructure used, therefore it may be harder for them to commit to certain QOS requirements given the fact that they will be dependent from the network being used.

MT is currently assessing the impact the extension of such requirements to NI-ICS and possible enforcement constraints, however, the responding NRA (MCA) also noted that a number of the information requirements listed in this section of the questionnaire may not be relevant to NI-ICS.

¹²⁷ BG, DE, HU, IT, LV, LT, NO, PL, RO, RS, ES, SE, CH;

¹²⁸ Article 97 of the EECC is related to the quality of service of IAS and interpersonal communications services (ICS) and provides that providers of both IAS and ICS may be required to publish comprehensive, comparable, reliable, user-friendly and up-to-date information for end users on the quality of their services to the extent that they control at least some elements of the network either directly or by virtue of a service level agreement to that effect.

As far as the **information about compensation and refund arrangements** is concerned most of the NRAs (AT, UK, RS, IT, HU, BE, ES, NO, SE, RO, EL, SI, MT, NL, CH) have not encountered any difficulties, whether related to the legal basis for the initiative or the steps required to introduce the initiative process. Three NRAs (AT, SI, and FR) do foresee challenges for potentially extending any such measures to NI-ICS. FR wonders about the scope of the provision, as services provided against no monetary remuneration and paying services (e.g. those provided to developers and businesses) might not be affected in a similar manner. AT mentioned that more cross-border-contracts exist and with the number of NIICS providers this would make including NI-ICS within the scope of any measures or initiatives to provide information about compensation and refund arrangements very challenging.

Annex 3 – List of Information elements and sub-elements

Due to formatting restrictions some of the text in the charts included in this report is not fully visible. For this reason, a full list of the key information elements and associated sub-elements is included below:

1. Identity of the Trader
 - the identity of the trader
 - trading name
 - the geographical address at which it is established;
 - other contact information (email address and/or telephone number)
 - if different, the contact information for any complaint
 - website
 - Other (please specify)
2. Main characteristics of the service
 - The name of the product (offer or tariff plan) – to identify it and distinguish it from other products
 - Whether the product/offer/tariff plan is pre-paid or post-paid
 - Services included in the offer (i.e. stand alone, bundle, elements of the bundle)
 - Indication that no QoS is guaranteed (for services other than IAS)
 - The extent to which the products and services are designed for end-users with disabilities
 - Coverage area of the service, where applicable
 - Access to emergency services
 - Minimum, normally available, maximum, estimated maximum and advertised download and upload speed (as appropriate)
 - Latency, jitter and packet loss
 - Volume allowance for voice services (calls to fixed, mobile, international, including roaming in the EEA)
 - SMS volume allowance (including roaming in the EEA)
 - Domestic Data volume allowance
 - Domestic Fair Use Policy (voice, SMS, data, ...)
 - Roaming in the EEA Data allowance including any Fair Use Policy for the usage of data
 - Other Restrictions of usage for services. Please detail
 - Audio-visual content package included

- Number of TV channels included
 - Equipment included in the bundle
 - Restrictions for usage of the equipment included in the bundle
 - The types of maintenance service offered and customer support services provided
 - Non-ECS products e.g. Cloud services
 - Other (please specify)
3. Price of the service
- Installation costs (i.e. cost to the consumer including any discount)
 - Activation costs (i.e. cost to the consumer including any discount)
 - Total periodic charge for the service (e.g. Monthly or weekly charge or top-up) during discount period and duration of discount period
 - Total periodic charge for the service (e.g. Monthly or weekly charge or top-up) after discount period expires and duration of discount period
 - Per unit charges for offers with no volume allowances
 - Out of bundle data charges (i.e. for exceeding volume limits, roaming and international)
 - Out of bundle calls charges (mobile, international and non-geographic numbers, roaming and international)
 - Out of bundle roaming charges (data, call, SMS)
 - Charges relating to late, failed or alternative payments
 - Possibility to defer any unused volume to the following billing period
 - Tariffs of number/services subject to particular pricing conditions
 - Price of the individual elements of the bundle
 - Maintenance/technical assistance fees
 - Roaming surcharges / roaming Fair Use Policy (FUP)/)
 - Customer care fees
 - Procedure to obtain updated information on prices/costs/fees
 - Facilities to monitor consumption to avoid out of bundle charges. Please detail
 - Price of terminal equipment included in the bundle (total charge or monthly periodic charge)
 - Recurring costs associated with the rental of equipment
 - Payment methods offered and any differences in costs due to payment method
 - Other. Please (please specify)
4. Duration of the contract and the conditions for its renewal and termination

- Minimum duration of the contract
- Any minimum usage or duration required to benefit from promotional terms
- Procedure for termination of the contract
- Conditions for termination of a specific service from the bundle
- Notice period
- Penalties for early termination.
- Conditions for the renewal of the contract
- Conditions for termination of the contract in case of a unilateral modification
- Charges related to switching after the expiration of the minimum duration of the contracts
- Information on switching procedure
- Other, (please specify)

5. Quality of service

- Internet speeds (as defined in TSM) Minimum, normally available, maximum, estimated maximum and advertised download and upload speed (as appropriate – as required under Article 4(1) of Regulation (EU) 2015/2120
- Latency
- Jitter
- Packet loss
- Information about the quality indicators that are not guaranteed by the contract (excluding indication that no QoS is offered)
- Time for initial connection
- Failure probability
- Call signalling delays
- Time for resolving faults of the service
- Time for resolving end-users' complaints
- Other, (please specify)

6. Compensation and Refund Arrangements

- Compensation if the contracted QoS are not met
- Compensations for delays in porting a number
- Compensations for porting a number without user's request
- For prepaid services, information on the right to refund of the remaining credit in case of switching
- Means to access customer service/technical assistance service

- Other compensations (e.g. compensation for delays in solving an end-user complaint). Please detail.
- Providers' procedure for requesting compensations. Please detail.
- Dispute settlement procedures. Please detail.
- Other, (please specify)

7. Additional Information Elements

- Processing of personal data processing
- Action to be taken by the provider in case of a security incident/threat or vulnerability
- Complaint handling process
- Details of how to access alternative dispute resolution (ADR) process and ADR entity
- Other, (please specify - use additional tick boxes to include details of other information elements)

Annex 3 - Country Abbreviations

AL	Albania	MT	Malta
AT	Austria	NL	The Netherlands
BE	Belgium	NO	Norway
BG	Bulgaria	PL	Poland
CH	Switzerland	PT	Portugal
CY	Cyprus	RO	Romania
CZ	Czech Republic	RS	Serbia
DE	Germany	SE	Sweden
DK	Denmark	SI	Slovenia
EE	Estonia	SK	Slovakia
EL	Greece	TR	Turkey
ES	Spain	UK	United Kingdom
FI	Finland		
FR	France		
HR	Croatia		
HU	Hungary		
IE	Ireland		
IS	Iceland		
IT	Italy		
LI	Liechtenstein		
LT	Lithuania		
LU	Luxembourg		
LV	Latvia		
ME	Montenegro		
MK	Former Yugoslav Republic of Macedonia		