

# Summary Report on the BEREC – BEUC Joint Workshop on the application of rights of end- users in the EECC



9 March 2023

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# 1 Introduction and aim of the Workshop

Connectivity and electronic communications services are now more relevant than ever to end-users. The efficiency of the end-user rights provisions of the European electronic communications code (EECC) may be affected by changes in the use of different electronic communications services and their capability to ensure effective access to emergency services, by end-users' use of communications services which is evolving over time, and by the prevalence of digital platforms as a substitute for traditional electronic communications services.

It is a strategic priority aim of BEREC to strengthen end-user empowerment. Marking almost two years since the transposition deadline of the EECC, BEREC, and BEUC organised on the 29<sup>th</sup> of November 2022 a joint virtual workshop to discuss the application of the end-users rights provisions of the EECC, bringing together regulators, experts from consumers' associations, and other stakeholder experts to present their perspectives on the application of these provisions.

Article 123 of the EECC introduces a specific review procedure on end-users rights, where BEREC publishes an opinion on the market and technological developments regarding the different types of electronic communications services, assessing to what extent Title III of Part III meets the objectives set out in Article 3 of the EECC.

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

The workshop participants discussed how market and technological developments are affecting the rights of end-users, including end-users with disabilities, and their ability to make free and informed choices and to easily switch their provider of electronic communications services, and whether any lack of these abilities has caused or is causing market distortions or end-user harm. Presentations from BEREC, BEUC, and other experts from the European Commission have comprised the first part of the Workshop. Following the introductory presentations, two panel discussions of experts exchanging views and experience on the application of the end-users rights provisions of the EECC and, in particular, how to strengthen end-user empowerment regarding contractual information and switching providers.



## 2 The introductory session

### 2.1 The opening remarks by BEUC and BEREC Chair

Ursula Pacht, deputy director general of BEUC introduced the workshop and welcomed it as an opportunity for both regulators and consumer organizations to share their experiences and learn from each other. This is particularly important for a telecommunications market which often is considered as problematic for consumers, especially in areas like transparency of contractual conditions, contract termination and switching providers.

Unfortunately, given the delays in the transposition of the EECC in many countries, the experience in its application is very limited. This implies that more time is needed to assess all the issues of implementation and in particular its effects on the rights of end-users.

Ursula repeated the worry, already envisaged during the legislative process, that the full harmonization approach may have negative effects on consumers because, in some countries, there were greater levels of protection in place, BEUC hopes that careful monitoring of consumer rights together with the use of Member States (MS) discretion in the EECC might avoid reductions in the level of consumer protection. BEUC remains positive about the EECC and trusts its implementation will secure benefits for consumers in an electronic communications market that during the pandemic has become central for consumers.

Anne Marie Sipkes, BEREC Chair 2022, shared her concerns about the delay in transposing the EECC in many countries, but also considered the workshop very timely. This is because the workshop's aim is not only to look at the limited experiences with the implementation of the EECC, but also to discuss how new digital technologies, new digital business models and new digital education models affect end-users and how regulators and consumer associations can be certain that all consumers can reap the benefit of these developments while making sure that everybody is able to access them in a responsible, safe and inclusive way.

Annemarie, therefore, urged participants to have a fruitful discussion on market and technological developments in order to build experience and learn from each other on the risks and the opportunities of the new digital technologies, because dialogues like the one undertaken in this workshop between BEREC and BEUC are the only way to contribute to a safe, accessible and inclusive digital future for Europe.

### 2.2 BEREC Opinion on the market and technological developments and on their impact on the application of rights of end-users in the EECC – Paolo Lupi, End-user WG co-chair

Paolo Lupi presented the opinion that BEREC gave in 2021 on the market and technological developments and on their impact on the application of rights in the EECC.



Mr. Lupi started by clarifying that Article 123 of the EECC introduces a specific review procedure on end-users' rights regulation since their efficiency might be affected by the market and technological changes. The EC thus entitled BEREC to monitor those developments on different types of electronic communication services, especially number-independent interpersonal communication services (NI-ICS), and to publish every three years or on a reasonable request of at least two MS an opinion on those developments, on their impact on the application of the provisions of Title 3, Part 3 of the EECC and on the effectiveness of those provisions to meet the objectives of the EECC.

In the opinion, BEREC is tasked with analysing in particular to what extent end-users are able to make free and informed choices on the basis of complete contractual information and if they are able to easily switch their providers.

To draft the opinion BEREC issued a questionnaire among NRAs and invited stakeholders to submit their views on the effectiveness of the provisions of Title 3, Part 3 of the EECC.

The most frequently mentioned developments were the growth and importance of data usage, the increase of demand for connectivity and the rising popularity of bundles of electronic communications services.

BEREC was of the opinion that these market and technological developments, will not likely impact the application of end-users' rights, at least within the 3 years timeframe of the opinion and therefore there is no significant risk of not meeting the objective of the EECC.

BEREC was of the opinion that the provisions on transparency and contractual information should have a positive impact on end-users and foster the development of the retail market, but some topics of attention were identified with regard to premium rates services and to the implementation of the contract summary template.

BEREC also stated in the opinion that there is no need at the present time to introduce amendments in the provisions concerning contract duration and termination and provider switching, topics of attention were singled out with regards to the difficulties for end-users seeking to switch only single elements of their bundles of services and to the possibility that some producers of appliances might somehow limit availability of SIM the profiles for certain service providers in embedded e-SIMs used in their devices, thereby restricting end-user choice.

BEREC also stated that there is no need to introduce amendments in the provisions concerning effective access to emergency services considering that the provisions regarding emergency services in the EECC still need to be fully developed.

Finally, with regards to equivalent access and choice for end-users with disabilities BEREC stated that the very recent and therefore limited experience with the new regulatory framework makes difficult to provide general considerations.



### **2.3 Emerging challenges for consumers in electronic communications – Cláudio Teixeira, BEUC**

Cláudio Teixeira presented BEUC's perspective on the "Challenges for Consumers in Electronic Communications", stressing that end-users' protection is especially needed in the Telecoms market, which remains one of the worst-performing services markets for consumers. Moreover, a Digital Divide still reflects heavily in this market, with consumers facing issues of lack of accessibility and/or affordability in respect of these services.

BEUC expects the EECC to have a positive impact on consumer protection but remains concerned about the full harmonisation of end-users rights, which places higher levels of consumer protection at risk. Although agreeing it is still too early to fully evaluate the impact of the EECC on end-users rights, given its transposition delays and limited time of application, BEUC highlights that its members have already identified issues during the EECC market and implementation phase, in some countries like Greece Portugal, or Denmark.

BEUC also raised regulators' attention to upcoming challenges which will require adequate protection for consumers such as the cost-of-living crisis (soaring telecoms price hikes), phasing out of 2G/3G technologies, ensuring seamless roaming in the EU and beyond, and the need to achieve a full Single Market for Telecoms, by ending intra-EU communications surcharges.

In conclusion, BEUC calls on regulators to ensure that the application of the EECC should cause no loss of acquired rights and protections for consumers. Further considered that EECC enforcement is key, asking for more cooperation with stakeholders in order to ensure effective implementation, including a 'virtuous cycle' of cooperation between national market authorities and consumer protection organisations. Moreover, stressed that consumers need more effective complaint procedures and civil law remedies allowing them to seek redress.

### **2.4 The European Accessibility Act – - Inmaculada Placencia Porrero, Senior Expert in Disability and Inclusion, European Commission DG Employment, Social Affairs and Inclusion**

Inmaculada Placencia Porrero in her presentation gave an account of the European Accessibility Act focusing on the provisions related to electronic communication services.

Inmaculada started by saying that there is a close linkage between the act and the EECC, for instance, the former relies on the latter for the definitions in the area of electronic communication services, like those of total conversation, emergency communications, but the act also introduces definitions that are then used in the code, like those of real-time text and assistive technologies.

The European Accessibility Act is a traditional internal market legislation, it puts accessibility obligations on economic operators: product producers, importers and service providers.



Accessibility of electronic communication services is under the supervision of the authorities that member states identify, in case it is insufficient, there is also the possibility for consumers (or public bodies or private associations that have a legitimate interest) to take action before courts.

Accessibility obligations are spelled out in the European Accessibility Act and are general for all products and services but there are also some specific obligations for electronic communication. Normally, for products they relate to the user interfaces, to their functionalities and to the design of the products. For services, obligations are related to the characteristics of the services, to the websites of the service providers, to the information that consumers are entitled to receive, but also to interoperability with assistive devices and facilities. Information, but also online application forms, has to be accessible to users with disabilities and this requirement applies to support services, to helpdesks, call-centres, technical support, relay services and training services.

As electronic communications services are specifically concerned, terminal equipment used to provide communications services has to be able to provide real-time text and, in case terminals have video capabilities, they have to be able to provide total conversation including synchronised voice, real-time text, and video with a resolution enabling sign language.

In order to maximise the use by persons with disabilities, the answering of emergency communications to the European emergency number '112' shall be achieved by including functions, practices, policies and procedures targeted to address the needs of persons with disabilities. Emergency communications shall be answered using the same communication means as received: using synchronised voice and text (including real-time text), or, where video is provided, voice, text (including real time text) and video synchronised as total conversation.

The European Accessibility Act should have been transposed by all Member States by 28 June 2022, but only three of them communicated to the Commission, as prescribed, the text of the laws, regulations and administrative provisions necessary to comply with this Directive. The transposed measures enter into applications on 28th of June 2025. Member States may set the application of the obligations for emergency communications by 2027.

### 3 Panel discussion – Contractual information

**Mr. Johannes Myhre Vallesverd – Nkom Norwegian Communications Authority (NO)** noted the EECC has a strong, no touch attitude towards the local system, which remains the exclusive competence of each MS.

Furthermore, the telecom sector in Europe, is quite fragmented. Even more fragmented is the regulation of Public Safety Answering Points (PSAP) for emergency communications. And if there are issues with number-based interpersonal communications services (NB-ICS)



contacting PSAP, hence it is not surprising that emergency communications via NI-ISC are a challenge as well. He emphasised the European Accessibility Act, which basically ensures not only connection from the end-user's side, but also the receiving side in emergency communication, as a step forward ensuring the possibility to enjoy the service not only for the general public but also for end-users with disabilities. He pointed out that together these two legal acts, and other legal initiatives such as the delegated act, sets the scene for the years to come.

Mr. Vallesverd pointed out that the access to emergency numbers and services through NB-ICS is mainly interoperable. The access through number-based interoperable IP based telephony solutions, are mostly working, but there are difficulties with positioning. The accessibility to emergency services through NI ICS/over the top services is limited.

He highlighted that the EECC now makes an important stand and makes it sure that accessibility is a general obligation on all relevant providers, so that they have to ensure equivalence. However, he questioned whether all MS truly have equivalent access.

For instance, Mr. Vallesverd also noted that there are no countries in Europe that have implemented native, real-time text, and mentioned that Apple has already implemented it on its devices and that it is working in the the US and Canada. He considers that Norway will try to get the feature introduced. If the solution works, other MS can benefit from such technical development as well.

Mr. Vallesverd also raised a point regarding SMS to emergency communications as an alternative means. According to Mr. Vallesverd, roaming end-users cannot use this service, as sending of the SMS to 112 in the visited network is impossible, because SMS is routed back to the home network. This is a technical difficulty that must be solved.

He also stated that there is not enough regulatory focus, especially on the introduction of packet switched emergency communications for NG112 in Europe. According to the expert, fragmentation on the sender and receiving side is the aspect that should be looked at as well. Mr. Vallesverd stated that most MS now use AML for positioning in emergency communications, and that AML makes the accuracy go from 2.5 kilometres to a couple of meters. He said that for roaming users this is not working, except for some countries, but only to Android system so there further investigation required. OTT technological feasibility to connect to emergency communications is another challenge to cope with.

As a conclusion, Mr. Vallesverd found that there are challenges in the field of communications, but the implementation of the EECC is still in an early phase. According to Mr. Vallesverd, we need to learn from the experience so far and maybe take a multi stakeholder approach to be able to solve the problem regarding emergency communication services and invest resources in the next years to solve some of those many difficult items in this field. Especially he mentioned BEUC, The European Disability Forum, EENA and CEPT NAN3 as good partners for the important work to come.





In her presentation “Implementation of the EECC in Germany”, focussing on the implementation of the information requirements for contracts, **Ms. Susanne Blohm (VZBV - Federation of German Consumer Organisations in Germany)** provided a first evaluation of Article 102 of the EECC.

Ms. Blohm highlighted the German implementing law is a mix of transposition of the EECC and (where possible, given the harmonisation level provided for in Article 101 of the EECC) national consumer laws. More specifically, Ms. Blohm recalled Germany introduced strong transparency laws for telecom products in 2017, with e.g. mandatory product information sheets tailored to different tariffs and the termination date on the monthly invoice. Ms. Blohm reported Germany was able to keep these transparency laws next to EECC. Ms. Blohm considered this to be a fortunate situation, otherwise the EECC would have significantly lowered consumer protection standards in Germany.

Subsequently, Ms. Blohm presented some first findings regarding the new contract summary after one year of implementation in Germany.

According to the VZBV common problems for consumers in Germany are:

- contract summaries not being handed before contract closure or even after the concluding the contract;
- contract summaries which were only provided verbally or shown on a tablet, without being handed over;
- frequent and various problems with contracts initiated by phone, followed by no or non-transparent confirmation requests, making it hard for consumers to know conditions of the contract they are confirming to.

In her first findings, Ms. Blohm also raised the following issues:

- When extending an existing contract with additional options, it has not been conclusively clarified whether a new contract summary must be handed out;
- According to VZVB, harmonised rules make it impossible to react “quick” as national legislators are not able to amend the law as needed; one has to wait until the EECC will be renewed, which can take a long time;
- Problems with contract summaries can rarely be addressed with legal warnings as the cases are often very specific to individual cases;
- Proposals to water down consumer protection: e.g. incorporating contract summaries into the first pages of the contract, which, according to VZBV, would leave consumers no time to study the summary and compare offers.

As a conclusion, Ms. Blohm flagged that in the post-EECC implementation period and in VZBV’s experience, consumers complained more, not less in this field. At this point in time, VZBV has no demands (like opening up the EECC) but they would like to continue to discuss the issues flagged.



**Mr. Alejandro Moledo, Deputy Director and Head of Policy – European Disability Forum,** the umbrella organization representing the European disability movement. People with disabilities represent more or less a 100 million people in Europe and therefore technology must be available, affordable, and accessible to persons with disabilities.

Mr. Moledo states that for regulators the distinction between the mainstream technology (so the mainstream products and services) and the assistive technology and assistive services to persons with disabilities remains unclear.

Technology and devices such as emergency communications services to assistive services can use humans as an intermediary to facilitate communications in written format. Assistive technology and relay services to facilitate communications are not dealt with the European Accessibility Act. Mr. Moledo queries that the concept of equivalent access is not understood. For deaf people, main streaming of accessible communication services means the possibility to use real-time text, writing, to have the sense of flowing conversation in combination with audio on real time.

This refers to allowing different means of communication so hard-hearing people can read a text while they speak and maybe have a sign language interpreter who can communicate on video. Those should be mainstream forms of communication, not just services for people with disabilities.

Mr. Moledo also remarked that Governments are not speaking with the telecom service providers, manufacturers or the organisation representing people with disabilities to get prepared for the deadline of the European Accessibility Act in 2025 (112 emergency number by 2027).

He highlighted that the standardisation request for accessible services is still missing and remarked the importance to ensure that certain services also become mainstream. Mobile applications are only an interim solution, and it is necessary to ensure everybody can call 112 using real time text and total conversation.

Furthermore, Mr. Molero pointed out that the draft delegated act for emergency communications illustrates the lack of common understanding. The Commission requests MS to present a roadmap and this should include some deadlines in this regard.

In conclusion, Mr. Molero thinks that the final European Accessibility Act felt a bit unclear as for the accessibility of contract information – it does not require having an accessible alternative and instead it uses vague terminology like easily available, etc.

**Mr. Benjamin Grimm, Vice-President MVNO Europa,** provided the MVNO perspective on some of the issues discussed in this panel session.

First of all, Mr. Grimm highlighted a few specifics on MVNOs:



- MVNOs usually don't own the radio spectrum, which entails MVNO's sometimes having limited technical possibilities compared to MNOs.
- Also MVNOs tend to be smaller players, which according to Mr. Grimm, is also important when considering implementation of new obligations.
- To differentiate from MNOs MVNOs usually also go for simpler more consumer-friendly offers or try to serve niches of the market.

On the review of the end-users rights in the EECC itself, MVNO Europe points out that the implementation of the EECC is very recent or even not yet completed in some MS. MVNO Europe, therefore, considers it is too early to discuss what is working or not working for end-users and possible amendments to the EECC in the latter case.

Specifically, on the topic of contractual information, MVNO Europe submitted that a balance must be found between the formal obligations and their implementation. For example, in the contract summary, some of MS, e.g. in Germany, noted difficulties for consumers to keep pace with the huge amount of contractual information they get, both in online sales channels and in shops. Mr. Grimm questioned indeed whether '30 page summaries' would still be read by the average consumer and whether they completely understand all the information provided.

MVNO Europe also calls to critically reflect on the opportunity, from a sustainability point of view, to require to hand over printouts of summaries to consumers in physical points of sales. This is especially relevant in countries where old and new transparency requirements are combined and where consumers are, according to Mr. Grimm, getting the same information multiple times. MVNO Europe would therefore welcome more harmonization or the limitation of contractual information to one document that is having all the information.

Furthermore, MVNO Europe questions the value of including very technical parameters, such as latency of packet loss, in the summary, because average consumers do not understand this information.

On the other hand, MVNO Europe recognises the value for people with disabilities (not only those formally recognised as such, but also those having difficulties to read, write or digest small print) to receive a simple, easily to understand and easily to digest contractual summary. Mr. Grimm considers indeed that if too much information is added to contractual documents as a result of the transparency obligations, this would ultimately lead to less transparency for customers.

## 4 Panel discussion – Switching and contract termination

**Tim Nuyens of the Belgian Institute for Postal Services and Telecommunications (BIPT)** gave a short presentation about the Belgian experience in connection with the national implementation of Article 106 of the EECC, in particular the provisions concerning provider switching. Prior to the new rules in the EECC Belgium extended the provider-led switching



process (which was already operational in the case of porting of phone numbers since the early 2000's) also to the switching process between internet access service providers. This process has the advantage that the subscriber does not have to contact their old provider first to terminate their contract. The provider-led switching process between internet access service providers was first introduced for consumers in 2016/2017, but it is being extended in steps to other kinds of end-users, after the entry into force of the EECC. In first instance Belgian implementation rules have been adopted, according to which also business users with a standardised tariff plan can use this process to switch between providers.

Another change in the national legal framework after the transposition of the EECC concerned the issue of compensation. Even before transposition, the law mandated compensation if a technician did not show up at the agreed time. But now compensation will also be due for service interruption if the transferring and the receiving provider fail to coordinate properly (EUR 10 per day) as well as for delayed activation of the new service (EUR 6 per day, payable upon request of the subscriber).

Mr. Nuyens also noted that, in addition to the transposition of the mandatory rules of the EECC, the legislation aimed to optimise the switching process. For example, based on previous experience, service interruption was less common problem than overlapping service provision, which resulted in the subscriber being billed by both the transferring and the receiving provider for the same time period. The most common reason for this was errors made by providers during data input into the IT systems and a failure of the receiving provider to inform the subscriber of any problems detected in the switching process and about the actions the subscriber possibly needed to take. To address these problems, first, the identification codes used during switching must be extended to include a control number, making it easier to identify wrongly entered data during the switching process. Second, mandatory messages must inform the subscriber of the steps taken to terminate the contract with the transferring provider and to indicate any problems if they occurred.

Mr. Nuyens noted in conclusion that the EECC rules on switching now cover all forms of communication services delivering internet connectivity and there are currently no foreseeable technological developments that would not fit under these rules. In terms of market developments, Mr. Nuyens recommended monitoring if and how portability requirements introduced in other legislation than the EECC (e.g. content and data portability) may be efficiently combined with the switching and number portability provisions, especially in the case of bundles from electronic communications services and other services or content.

**Boštjan Okorn of ZPS, the Slovenian Consumers' Association** addressed switching from the consumer perspective. He said that the transposed EECC was only in effect in Slovenia for one month. Switching was working well in Slovenia and there were not any significant problems. Mr. Okorn did, however, identify some limited problems. He referred to the administrative costs charged by some provider for switching which could reach more than €10. He also referenced the problem with geographic areas that were only served by one operator and where there was no opportunity to switch. Another problem was when a consumer moved



to a new residence but on arrival the new electronic communications service provider could not connect the customer and they were consequently without a service for a period of time.

Mr. Okorn said that some switches were not coordinated properly between electronic communications service providers and that there were cases where the one provider terminates a service but it takes a number of days for the receiving provider to ensure the provision of a service. He also identified a form of notice period whereby consumers who had switched providers were forced to pay for the old subscription as well, even when they were being provided with (and paying for) the new service. Another problem involved consumers having a contract in place and paying for a service in circumstances where the provider hasn't yet brought a line to their house.

In Slovenia, there were concerns about ties between service contracts and expensive terminal equipment and in particular in the case of switching. The issue identified was that when a consumer wants to switch during minimum term of the contract, the switch can end up being quite expensive for the consumer due to issues related to retained terminal equipment. This was a "limiting factor" to switching provider particularly where the desire to switch was prompted by a price increase.

Mr. Okorn referenced a difference in treatment in respect of retained terminal equipment between consumers who were outside of their minimum contractual term and those who were never bound by a minimum contractual term. Those outside of their minimum term were able to switch without cost whereas those never in a minimum contractual term had to pay to change providers. He said that this was unfair. The presentation was concluded by a statement that in Slovenia it had not yet been possible to find general solutions to these problems and they would have to be addressed on a case-by-case basis.

**Amelia Fletcher, CERRE Research Fellow and Professor of competition policy at University of East Anglia** gave the academic perspective.

Ms. Fletcher said that clear and effective end-user search and switching were critical not only to consumer protection but to competition as well. If a number of consumers did not switch to the best electronic communications service provider, then there would be little incentive for improvement. Regarding national regulatory authorities' obligation to ensure the simplicity and efficiency of the switching process, she said that it was important to look at the barriers to switching. These included contractual terms, including length, early termination charges, number portability, and loss of service. She said that consumer choice for switching was also affected by psychological barriers. It was known, for example, that consumers were deterred from switching if they had to engage with their current provider, so all steps to ensure that switching and porting were receiving-provider led were positive and critical. The 'search' process was also important. She emphasised the importance of clear notifications at the end of contractual terms. She said there should be no termination charges in the case of auto-prolonged contracts. Ms. Fletcher mentioned that in the UK, several measures have been introduced to make the switching process easier, for example, mobile and broadband



providers now need to send a notification to end-users on fixed-term contracts that their contract term is ending, and draw their attention to other, more competitive offers available on the market. Another measure is a ban on automatic renewals, the providers are only allowed to move end-users without their active consent to an open-ended contract that has no termination fees. While comparison sites are powerful tools, it should be possible to search and switch in the same place – often what is said to be available on a comparison site is not actually available on further searching.

Ms. Fletcher said that the demand side of the market may not be working properly. This was particularly utilised where providers could take discriminative measures between ‘active’ and ‘inactive’ consumers (the so-called ‘loyalty premium’). She referenced a report on this by the Competition and Markets Authority in the U.K. and steps that OfCom had taken in this regard. Similar actions had been taken in the U.K. insurance industry. OfCom had introduced a price cap for landline-only users. These tended to be older end-users who did not use the internet and were not likely to switch. The price cap offered them some protection. In conclusion, Ms. Fletcher encouraged national regulatory authorities to be “ambitious” in their application of Article 106.

**Pinar Serdengecti, Director of Competition and Regulation at ECTA (European Competitive Telecommunications Association)** gave the telecommunications providers’ perspective.

Ms. Serdengecti said the EECC was recent and was overall a worthwhile legislative instrument to ensure the efficient and competitive functioning of the electronic communications networks and services markets, for reaching VHCN access and deployment objectives including take-up. This, she said, interacted with the end-users rights provisions of the EECC. She said transposition and implementation of the EECC across Europe was taking a long time and therefore it was premature to draw many conclusions regarding the need to amend the end-users rights provisions.

In terms of abuses and delay of the switching process, she said there had been an internal consultation of members of ECTA and their experience was that the switching provisions were appropriate and were based on correct principles. She noted technical issues with their implementation, however. She said there were issues with the timing of migration between systems. She felt this was not necessarily an issue with the EECC provisions but rather was an issue with national transposition. Correct enforcement by national regulatory authorities was considered important here. She said there should be equivalent of inputs as well as outcomes in the switching process.

Ms. Serdengecti referenced commitment periods. She said the EECC provisions were appropriate and relevant. The 24-month maximum commitment was correct as it allowed attractive discounts and promotions on products included in the bundles (e.g. smartphones costing up to €1000). Spreading out these costs allowed availability to these products for more end-users. Many ECTA members had identified that they were applying shorter maximum



periods (than 24 months) or no maximum commitment period at all. This is a strong competitive tool in order to differentiate offers and attract customers.

The third question was about the impact of the rollout of eSIM cards on the right of end-users to switch providers, taking into account, in particular, that it is difficult for end-users to extract the numbering details from the physical SIM card themselves to move to eSIM. In her response, Ms. Serdengecti said that ECTA members' experience was that end-users currently choosing to use eSIM have superior technological skills and were more predisposed to use new technologies. Also, service providers make the details of the eSIM card available to their logged-on subscribers through web and mobile apps. She did not consider this to be a significant impact on the rights of end-users to switch providers.

The fourth question was whether, in light of technological developments, it would be possible to simplify the termination process for NB-ICS in line with that used for NI-ICS (At the latter, termination may be often performed just by terminating payments and deleting the user's account by clicking a button in an app.). In her answer, Ms. Serdengecti pointed out that there still remain significant technological differences between NB-ICS and NI-ICS to make such a simplification unfeasible. NB-ICS are typically intrinsically reliant on a connection to the underlying network access provider, whether direct access or wholesale access. Termination and switching are complex and require physical intervention in the underlying network and wholesale service. The same issues apply to number portability processes that were at the top of the physical network layer. NB-ICS are also often offered as a part of bundles made up of several services and other items (e.g. equipment) Activations, migrations and re-activations involved costs and fees for all electronic communications service providers. Telephone numbers were considered as safe and unequivocal identifiers for mobile service providers. However, ECTA members thought that this was different in terms of risk, to the position applicable to NI-ICS providers.



## 5 Next steps and recommendations for further work

After careful consideration of the expert content and discussions during the Workshop, at current stage BEREC estimates that regulatory measures on end-users' rights in the EECC are in line with technological development and end-users needs. Although, the issues, that were raised during the Workshop, need to further be discussed and addressed.

It is important that BEREC keeps well informed about relevant issues related to accessibility requirements for electronic communications services, that come from the European Accessibility Act. In so doing, BEREC will be equipped with relevant information about the adaption of electronic telecommunications in our changing world and the outcome of the newly adopted legislation.

BEREC considers that ensuring the simplicity and efficiency of the switching process will be important as it will be one of the drivers for consumer protection and competition, hence further analysis should be addressed within BEREC activities related to next years' WG programmes. To study this aspect, BEREC may introduce some short questionnaires among MS to analyse the scale of the problems appearing in the switching process. Furthermore, the concerns that were shared during the Workshop might be addressed in the Opinion on Article 123 of the EECC, which has to be provided no later than every three years.

In conclusion, BEREC will closely follow the development of relevant issues, particularly those threatening effective access to emergency services, those that go to making electronic communications easily accessible for all end-users, and those that facilitate end-users in making informed choices and being able to easily switch providers.





## Annex – Workshop Agenda

14:30-14:40	<b>Opening Remarks</b> <ul style="list-style-type: none"> <li>• Ursula Pachi, BEUC Deputy Director General</li> <li>• Annemarie Sipkes, BEREC Chair 2022</li> </ul>
14:40-15:20	<b>Presentations</b> <ul style="list-style-type: none"> <li>• BEREC Opinion on the market and technological developments and on their impact on the application of rights of end-users in the EECC</li> <li>- Paolo Lupi – BEREC End-users Working Group Co-chair</li> <li>• Emerging challenges for consumers in electronic communications</li> <li>- Cláudio Teixeira, Legal Officer, Digital and Consumer Rights – BEUC</li> <li>• European Accessibility Act</li> <li>- Inmaculada Placencia Porrero, Senior Expert in Disability and Inclusion – European Commission DG Employment, Social Affairs and Inclusion</li> </ul>
15:20-16:00	<b>Panel discussion – Contractual information</b> <ul style="list-style-type: none"> <li>• Johannes Myhre Vallesverd – Nkom Norwegian Communications Authority (NO)</li> <li>• Susanne Blohm, Advisor Team Digital and Media – VZBV Federation of German Consumer Organisations (DE)</li> <li>• Alejandro Moledo, Deputy Director and Head of Policy – European Disability Forum</li> <li>• ETNO/MVNO Europe (TBD)</li> </ul> <p>Moderator: Iris Pita, BEREC End-user WG Co-chair</p>
16:00-16:15	<b>Break</b>
16:15-16:55	<b>Panel discussion – Switching and Contract termination</b> <ul style="list-style-type: none"> <li>• Tim Nuyens – Belgian Institute for Postal Services and Telecommunications (BE)</li> <li>• Boštjan Okorn, ZPS, The Consumers' Union of Slovenia (SL)</li> <li>• Amelia Fletcher, CERRE Research Fellow and Professor of competition policy at University of East Anglia</li> <li>• Pinar Serdengecti, Director of Competition and Regulation – ECTA European Competitive Telecommunications Association</li> </ul> <p>Moderator: David Martin, BEUC Digital Team Leader</p>
16:55-17:00	<b>Closing Remarks</b> <p>Paolo Lupi, BEREC End-user WG Co-chair David Martin, BEUC Digital Team Leader</p>



