



# **MOBILE TELECOMMUNICATIONS CODE 2023**

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## GLOSSARY

### For the purposes of the Code:

<b>MTCF</b>	-	Mobile Telecommunications Committee Forum
<b>The Code</b>	-	Mobile Telecommunications Code 2022
<b>FTC</b>	-	Fair Trading Commission
<b>CPA</b>	-	Consumer Protection Act, CAP. 326D
<b>UR</b>	-	Utility Regulation
<b>TU</b>	-	Telecommunications Unit
<b>DCCA</b>	-	Department of Commerce and Consumer Affairs
<b>OPC</b>	-	Office of Public Counsel
<b>FC</b>	-	Fair Competition
<b>The Forum</b>	-	The Mobile Telecommunications Forum as constituted in accordance with <b>Appendix 1</b>
<b>Consumer</b>	-	Refers to an individual who (a) acquires from a supplier goods or services of a kind ordinarily intended for private use or consumption; (b) does not acquire the goods or services for the purpose of (i) supplying them in trade or commerce; or (ii) consuming them in the course of a process of production or manufacture; and in the case of goods, does not acquire them for the purpose of repairing or treating in trade or commerce other goods or fixtures on land, or as stipulated in the CPA
<b>Consumer Contract</b>		An arrangement or agreement between a Service Provider and a Consumer whether orally or in writing for the supply of a Telecommunications Product.

**Service Provider**

The meaning prescribed in Section 2 of the Telecommunications Act, CAP. 282B of the Laws of Barbados

# SECTION 1

## INTRODUCTION

### 1. Name of Code

This Code is called the Mobile Telecommunications Code 2023.

### 2. Objectives

The objectives of the Code are to:

- a) Make it easier for individual consumers to understand the information in their mobile telecommunications contracts;
- b) Establish consumer-friendly business practices and increase stakeholder confidence in the mobile telecommunications industry;
- c) Create procedures for the following:
  - (i) Advertisements and Representation of Services;
  - (ii) Consumer Contracts, Marketing and Sales;
  - (iii) Billing;
  - (iv) Complaint Handling;
  - (v) Debt Management, Collection and Credit Practices;
  - (vi) Code Compliance by Service Providers;
  - (vii) Reporting; and
  - (viii) Monitoring, Reviewing and Making Amendments to the Code.
- d) Increase compliance with the CPA and other consumer legislation as may be applicable in Barbados; and
- e) Provide guidelines for self-regulation within the industry.

### 3. Scope

- 1) The Code binds all licensed Service Providers operating in Barbados that are signatories to it and that provide mobile telecommunications services to consumers<sup>1</sup>. For the avoidance of doubt, this Code does not apply to other services offered by a licensed Service Provider.
- 2) The Code is developed pursuant to Section 52 of the CPA which states

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<sup>1</sup> See definition section

that the FTC may, with the approval of the Minister, make regulations:

- a) prescribing an industry code, or specified provisions of an industry code, for the purposes of Part VIII of the CPA;
- b) declaring an industry code, or specified provisions of an industry code, to be mandatory or voluntary;
- c) for a voluntary industry code, of specified provisions of a voluntary industry code, specifying:
  - i. the method by which a person is bound by the Code or those provisions; and
  - ii. the method by which a person ceases to be bound,
- d) making such provision as the FTC thinks fit for the registering of persons bound or otherwise affected by an industry code; and
- e) creating for contraventions of an applicable industry code summary offences punishable as mentioned in Section 61 (1) (c) of the CPA.

#### **4. Code Implementation Date**

- a) This Code shall be in effect from **1 October, 2023** until such time as a new mobile telecommunications code is issued by the FTC.

#### **5. Code Administration**

- 1) It is the duty of the FTC to administer and enforce the Code.
- 2) The Forum will consult on the Code from time to time.
- 3) Once the Code takes effect, the Service Providers that are members of the Forum must publicise the Code by:
  - (a) Publishing it on their websites; and
  - (b) Providing a link to the FTC's webpage, which features the Code.
- 4) This Code does not prevent, limit, exclude, remove or restrict:
  - (a) Any consumer from having access to the Courts or to any other dispute resolution forum;



- (b) The effect of any written law or approved guidelines that impose on the Service Provider a stricter duty than that imposed under this Code; and
  - (c) The effect of a more beneficial remedy to the consumer than those already provided under this Code.
- 5) Compliance with the Code constitutes a good faith effort by Service Providers but does not remove the duty of the Service Provider to comply with:
- i) the CPA;
  - ii) the Utilities Regulation Act, CAP. 282;
  - iii) the Consumer Guarantees Act, CAP. 326E;
  - iv) the Telecommunications Act, CAP. 282B;
  - v) the Fair Competition Act, CAP. 326C;
  - vi) the Fair Trading Commission Act, CAP. 326B; or
  - vii) any other applicable laws of Barbados which may be enacted after the commencement of this Code.
- 6) Compliance with the Code does not guarantee complete compliance with the laws above or the requirements of the FTC or any other regulator.
- 7) For the avoidance of doubt, reference in this Code to a statute, ordinance, code or other law includes rules and regulations and other instruments under it and consolidations amendments, re-enactments or replacements of any of them.

## **6. Transitional Provision Relating to the Code**

At the commencement of the Code,

- (a) Retail contracts entered into after this date must comply with the provisions of this Code; and
- (b) Retail contracts that pre-date this Code will have six (6) months to become compliant with the Code. After the six (6) month period has elapsed, all contracts must comply with the Code.

## **7. Conflict**

The provisions of this Code take precedence over any contract term contained in any Consumer Contract between a Consumer and a Service Provider. However, if there is a conflict between the Code, the CPA and any other statute

or the requirements of the FTC, OPC, TU, or any other regulator, the Service Provider will not be in breach of the Code by complying with the statute or the regulator.

## **8. Code Commitment**

- 1) Service Providers must demonstrate commitment to the Code by taking the following actions:
  - a) Provide staff and relevant subcontractors with annual training on the Code, ensuring that such personnel are trained regarding the Service Provider's procedures for complying with the Code;
  - b) Inform staff and subcontractors annually that they will face disciplinary action for non-compliance with the Code; and
  - c) Publish an annual statement which sets out the company's commitment to the Code on the company's website and social media pages.
- 2) Service Providers must notify the FTC annually that they have complied with Clause 8 (1) of the Code no later than 30 June of every year that the Code remains in effect;
- 3) Service Providers must promote a company culture of compliance with the Code by taking the following actions:
  - a) Placing the Code or, in the alternative, a hyperlink to the Code in a prominent position on their websites; and
  - b) In every retail store, display the Code or in the alternative, a statement that the Code is available upon request;
- 4) The FTC may investigate breaches of the Code.
- 5) Upon the conclusion of an investigation where the FTC determines that there may be a breach of the Code, a formal warning will be issued to the Service Provider directing them to comply with Clauses 8 (1), (2) and/or (3) of the Code, in thirty (30) days.
- 6) Where a Service Provider fails to comply with the provisions of Clause 8 (5) above, the FTC shall publish a Public Notice advising of the Service Provider's non-compliance.

## SECTION 2

### GENERAL PRINCIPLES

#### Clear Communication

##### 9. *Plain Language*

Service Providers must communicate with consumers in plain language. This means that the information made available to consumers is clear, current, accurate, user-friendly, free of material omissions and easily-understood.

##### 10. *Information to be in Writing*

- 1) Where this Code requires Service Providers to inform a consumer of any matter, they must either:
  - a) Send written correspondence to the consumer via electronic mail or SMS messaging within twenty-four (24) to forty-eight (48) hours, or by registered mail within ten (10) business days; or
  - b) Any such mechanism as may be relevant to the particular consumer. The notification may be by way of a hyperlink to a location where the information is available in downloadable format; or
  - c) Verbally communicate with the consumer and confirm their statements in writing in accordance with this clause.
- 2) If the Service Provider fails to comply with Clause 10 (1), the consumer cannot be bound to any consumer contract or purported consumer contract. Furthermore, the interpretation most favourable to the consumer will prevail.

##### 11. *Prominent Display of Information*

Service Providers must prominently display relevant information at their premises and/or on easily accessible websites and publish the information in mass media and or social media.

12. *Prices*

All prices relating to mobile telecommunications services, including minimum monthly charges and out-of-plan fees, must be clearly and prominently highlighted in offers, contracts, and the Summary of Important information.

13. *Advertisements must be Clear*

A Service Provider must give clear and sufficient details to allow consumers to make informed decisions and to avoid consumers being misled. Additionally, Service Providers must ensure that important disclaimers, restrictions, conditions, limitations and/or qualifications of an offer are clearly communicated to the consumer.

14. *Primary Message Disclosed*

The primary message and the core contractual terms must be clearly disclosed in advertisements.

15. *Medium Utilised*

The average time that consumers take to review advertisements, based on the medium used, must be taken into account when Service Providers determine the level of detail and the prominence given to information highlighted in advertisements.

16. *Restricted Availability*

Where service is restricted and unavailable due to geographical or technical limitations which substantially affect the performance of the service and are known to the Service Provider, this information must be highlighted in the advertising material designed by the Service Provider.

17. *Limited Stock*

When items that are limited in stock are advertised, Service Providers must utilise the phrase "*limited stock*" in a prominent font.

18. *Savings Claims*

- a) Service Providers must not make a savings claim in any advertising material unless it is true and it can be demonstrated that all consumers would save under the offer.

- b) However, if the savings claim applies to specific groups of consumers, this must be clearly stated.

**19. *Unlimited***

- a) The term "*unlimited*" should not be utilised unless the service is genuinely "*unlimited*" and not subject to exclusions.
- b) A Service Provider must not charge a consumer for services above the agreed price for the "*unlimited*" service.

**20. *Free***

- a) The term "*free*" should not be used to promote a handset, hardware or service unless there is no charge or fee of any kind required by the consumer to pay.
- b) In addition, consumers shall be given a notification stipulating when the free period will expire.
- c) Any offers of free usage which must be utilised within in a specific period must have that information clearly highlighted in promotional materials.

## SECTION 3

### 21. *Advertising Disclaimers*

Advertising disclaimers must be:

- a) clearly marked;
- b) of a reasonable font size when compared to the font used in the main text;
- c) readily understandable; and
- d) appropriate for the medium utilised<sup>2</sup>.

### 22. *Television, Print, Social Media and Radio Disclaimers*

- 1) Television, print and social media disclaimers must be:
  - a) clearly and visibly denoted by an asterisk and explained in a footnote that is placed in close proximity to the offer;
  - b) legible; and
  - c) readily understood and suited to the intended target audience.
- 2) When making a disclaimer on radio, the Service Provider must:
  - a) clearly and succinctly, articulate the offer as a part of the advertisement.

### **General**

Advertising disclaimers must not negate or nullify the main message conveyed by advertising materials.

### 23. *Legal Information*

In every advertisement (print/digital), a link to the Service Provider's website should be included. The said website must include:

- a) The URL of the homepage of the Service Provider's website;
- b) A contacts link which provides the Service Provider's legal name;
- c) The Service Provider's trade name, where applicable; and

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<sup>2</sup> the font utilized for the newspaper would be different than that of social media

- d) The Service Provider's contact details including business addresses, telephone and e-mail address.

**24. *Unsolicited Services***

A Service Provider must not charge for any device or service that the consumer has not purchased.

**25. *Headline Representations***

The headline representation of an advertisement must not be qualified by fine print, which indicates that it is unlikely or impossible that the consumer, in the ordinary use of the service, could reasonably achieve the benefits suggested by the headline.

**26. *Additional Charges***

If additional charges apply to the use of a service or product that is being advertised, the additional charges must be clearly stated by the Service Provider.

**27. *Offers***

- 1) Before a consumer agrees to an offer, Service Providers must clearly communicate their terms and provide consumers with a summary of the main details of all current offers. The summary must be in a separate document labelled "*Summary of Important Information*" (SII) which is more properly set out in Clause 28.
- 2) Service Providers must retain proof which shows that the aforementioned summary was disclosed at the time of an offer.

**28. *CONTENT OF SUMMARY OF IMPORTANT INFORMATION***

- 1) The information provided in the SII does not replace or fulfil any requirements to provide an actual written contract to the consumer.
- 2) The SII must be in the form set out in Appendix 2. The following information must be included in the order stated herein:
  - a. A subheading labelled "*General Plan Information*", immediately followed by a table providing a synopsis of the plan, including:

- (i) A description of the plan, which states the minutes, data and SMS allowance applicable;
  - (ii) The duration of the contract;
  - (iii) A credit limit and the services to which it applies;
  - (iv) The key terms and conditions of the contract, including the inclusions, exclusions and any important information about the offer;
  - (v) Limitations of use, including the restrictions and qualifications of the offer; and
  - (vi) **"Other Relevant Information"**, which states whether the offer depends on a bundling arrangement with other telecommunications services and, if so, a description of those other services.
- b. A sub-heading labelled **"Pricing Information"**, followed by:
- (i) Monthly charges;
  - (ii) Early termination charges, if any;
  - (iii) Local SMS charges;
  - (iv) Out-of-plan data charges;
  - (v) Out-of-plan voice charges; and
  - (vi) Out-of- plan SMS Charges.
- c. A sub-heading labelled **"Other Information"**, followed by:
- (i) A link to the contract on the Service Provider's website;
  - (ii) A link to guidelines on how to set usage alerts for various phone types/models;
  - (iii) Warnings about roaming costs and the recommendation to purchase a roaming plan before travelling;
  - (iv) References on how to turn off the roaming plan;
  - (v) A link to the Mobile Telecommunications Code.
- d. A sub-heading labelled **"Consumer Service Information"**, followed by:
- (i) Consumer service contact details;
  - (ii) Information on the internal dispute resolution process; and
  - (iii) Contact details for the FTC.



- 3) A Service Provider may include any other information in the SII which may be deemed necessary. However, the SII must not exceed two (2) 8½ x 11 pages after all mandatory information has been included.
- 4) If the Service Provider fails to comply with Clause 28 (1 - 3), the consumer cannot be bound to any consumer contract or purported consume contract. Furthermore, the interpretation most favourable to the consumer will prevail.

**29. *Staff Training***

As part of staff training, representatives must be directed to provide consumers with a copy of the SII.

**30. *Display of the SII***

- 1) Display of the SII and/or in the alternative a statement that the SII is available on request must be displayed prominently in the Service Provider's stores and on the company's website,
- 2) The SII must be available at the point of sale and given to the consumer (by the Service Provider's sales associate before the consumer signs the contract).

**31. *The SII's Applicability to Telephone Sales***

- 1) Where a sale is transacted over the telephone, the Service Provider must send a copy of the SII to the consumer via e-mail, SMS or any such medium which will allow the Service Provider to deliver the notification to the consumer within twenty-four (24) hours.
- 2) The consumer must be given a cooling-off period of at least three (3) working days during which they can review the SII and opt out of the consumer contract without a penalty.
- 3) The consumer may choose to waive the cooling-off period. Where the consumer so chooses, he acknowledges that he will be bound by all consumer contracts with the Service Provider.
- 4) Subject to Clause 31 (3), a Service Provider must not charge or penalise a consumer for a service where they fail to provide the cooling-off period.

## SECTION 4

### 32. CONTRACTS

#### (1) *Provision of Contract*

- a) Service Providers must make their consumer contracts available in their stores and on their websites. An electronic or a printed copy of the contract must be given, at no charge, to every consumer who signs up for a new mobile telecommunications service.
- b) This contract must be drafted in plain and simple language and avoid the use of technical jargon, except where necessary.

#### (2) *Cancellation in the event of Contractual Conflict*

Where a Service Provider does not deliver the contract within the required time frame, or if the terms and conditions of the contract conflict with the representations made to the consumer, the consumer may cancel the contract within thirty (30) calendar days from the indicated date of the start of the contract, without a penalty.

#### (3) *Key Contract Terms and Conditions*

Contracts must contain the information below, which must be listed in a clear manner (items a to g):

- a) The services to which the consumer agreed;
- b) The duration of the contract;
- c) Any limitations, restrictions or exclusions in the contract, with particular emphasis on those services that could result in out-of-plan charges or additional fees;
- d) The minimum monthly charge for services;
- e) The early cancellation fee, if applicable;
- f) The date on which the consumer will no longer be subject to the early cancellation fee; and
- g) Out-of-plan charges for voice, data and SMS.

**(4) *Other Aspects of the Contract***

- a) An explanation of all related documents, including privacy policies and fair use policies;
- b) A policy for service outages and the application of rebates;
- c) A statement on whether the contract will be extended automatically, on a month-to-month basis when it expires and, if so, the new starting date;
- d) A statement on whether amending a contract term or condition, including changing the contract or promotion, would:
  - (i) Change the price of the services;
  - (ii) Extend the consumer's commitment period; or
  - (iii) Change any other aspect of the contract, including changes to related bundles.
- e) If applicable, the amount of any security deposit and any related conditions, including the conditions for return, forfeiture and interest payment about the deposit; and
- f) Where consumers can find information about:
  - (i) Rates for optional services, if applicable;
  - (ii) The hardware manufacturer's warranty, if applicable;
  - (iii) Tools to help consumers manage their bills, including notifications on data usage and usage monitoring tools;
  - (iv) Contact information for the Service Provider's consumer service department and the hours of operation; and
  - (v) Complaint procedures for consumers, including contact information for the FTC.

**33. Consumer Service**

- 1) Service Providers must not charge consumers for making service enquiries.
- 2) Service Providers must endeavour to keep the average wait times to a reasonable minimum.

## **34. Billing**

### *Provision of Bills*

- 1) Subject to Clause 35, Service Providers must issue bills to consumers within ten (10) business days after the ending of each billing period. If any delay extends beyond ten (10) business days, the consumer must be granted an extension of time to pay, of no less than the length of the delay. For the avoidance of doubt, delays in issuing bills do not affect the Service Provider's right to charge for services nor the consumer's obligation to pay for the service. Any such delay is NOT a breach of the Code.
- 2) Service Providers are not required to issue bills in respect of pre-paid service plans;
- 3) Service Providers must ensure that the following information is included in all bills issued:
  - a) The consumer's name and address;
  - b) The Service Provider's business name and address;
  - c) A consumer account or reference number;
  - d) The relevant billing period and the date on which the bill was issued;
  - e) Itemised charges, including the total amount billed, credits where applicable, payments or discounts, and the total amount payable;
  - f) The due date for payment;
  - g) Penalties/charges which will be incurred in the event of a late payment;
  - h) One (1) free method of bill payment; and
  - i) Contact information for billing enquiries and complaints.
- 4) Service Providers must not charge consumers when they utilise their mobile service to make contact with the company to enquire about a billing charge. In the circumstances where a consumer is inadvertently charged, the Service Provider must reverse all charges within forty-eight (48) hours of the consumer advising them of the same.

## **35. Timely Charges**

- 1) Service Providers should ensure that all charges related to a billing period are included in the current bill.
- 2) A Service Provider does not breach Clause 34 (1) where:

- a) Charges have been suspended by a Service Provider while under dispute;
- b) A force majeure event occurs;
- c) Industry-wide regulatory or legislative changes have been made and are applicable to all Service Providers; or
- d) A delay in the issuance of the bill is attributable to the act or default of another person beyond his control and that he took reasonable precautions and exercised due diligence to avoid the delay.

**36. *Bill Presentation and Format***

- 1) The billing format utilised must be simple, clear and easily read;
- 2) The Service Provider's terms and conditions should set out the normal timing for the issuance of bills;
- 3) The medium utilised by the Service Provider to send bills to consumers must permit the storage and/or reproduction of the same in accordance with Clause 10 (1) (a). Any other formats which meet the requirement of storage and reproduction are permissible.

**37. *Consumer Responsibilities***

Consumers are responsible for reviewing the charges on their bills, verifying that they are consistent with the Service Provider's published or contracted prices and with the service that they contracted to receive.

**38. *Exception to Free Bills***

Generally, Service Providers must not charge consumers for bills. However, when the request by the consumer is deemed frivolous and vexatious or is for past itemised details, the Service Provider may charge a reasonable fee.

**39. *Overbilling***

- 1) Where a consumer has been overcharged or overbilled for an undelivered, or for a delivered service that was subsequently cancelled, the consumer may recover the amounts paid subject to Clause 39 (2).
- 2) Provided that the consumer can substantiate their claim by producing evidence in support of their contention, they may recover amounts paid to the Service Provider from the date the error either occurred or was discovered by the consumer. The amount recovered by the consumer shall be no greater than the amount paid for a period no greater than six (6) years.

**40. *Verifying Bill Payment***

Service Providers should ensure that consumers can verify their bill payments via, *inter alia*:

- a) Acknowledgement of payment on the next bill issued;
- b) Telephone confirmation by calling a specified number; or
- c) Such other methods as may be prescribed by Service Providers.

**41. *Billing Inquiries***

All Service Providers must provide consumers with contact information for making a billing enquiry or lodging a billing complaint. The hours of operation for this service must also be clearly stated.

## SECTION 5

### 42. Credit and Debt Management

#### *Requesting, Reviewing and Returning a Security Deposit*

- 1) Where a Service Provider requires a consumer to provide them with a security deposit, the Service Provider must:
  - a) Provide the consumer with an explanation of:
    - (i) Whether or not the security deposit will accrue interest;
    - (ii) The refund of the security deposit;
    - (iii) The circumstances under which the security deposit may accrue interest, be forfeited or repaid and where the security deposit accrues interest, the frequency with which such interest will be applied to the deposit; and
    - (iv) The duration that it will be retained by the Service Provider.
  - b) Upon the termination of the contract, the Service Provider must return the security deposit, with interest where applicable, to the consumer, retaining only any amount owed. This should be completed no more than thirty (30) calendar days after the Service Provider determines that the consumer has satisfactorily met the terms of the security deposit arrangements.
- 2) A Service Provider may apply the security deposit toward any amount that is past due and may require consumers to top up the security deposit if it is used to maintain the provision of service.

### 43. Notification - Usage Limit

- 1) A Service Provider must notify a consumer at least once each time the consumer reaches the following limits:
  - a) Fifty percent (50%) of their usage limit; and
  - b) Seventy-five percent (75%) of their usage limit; and
  - c) One hundred percent (100%) of their usage limit.
- 2) The notification must be issued no later than forty-eight (48) hours after the consumer has reached a specific limit within a single monthly billing period.

- 3) Service Providers must also send a notification to the consumer explaining:
  - a) The charges that apply once 100% of the data allowance has been used;
  - b) That the information may be up to 48 hours old; and
  - c) That the notification only applies to local usage charges that have been incurred in Barbados.

**44. *Platform-based Notifications***

Service Providers must send the information mentioned in Clause 43 (1) above by SMS, e-mail or any such mechanisms that ensures that notifications are delivered to the consumer in forty-eight (48) hours. A consumer may direct the mechanism by which such notification is received.

**45. *Data Monitoring Tools***

- 1) Service Providers that apply out-of-plan charges or overage fees must offer at least one (1) free tool to assist consumers in monitoring their data usage during a monthly billing cycle.
- 2) All written information that Service Providers give to consumers about data usage must be drafted in plain and simple language. This means that such information must be clear, accurate, free of material omissions and easily-understood.

**46. *Notice to Restrict, Suspend or Disconnect Service***

- 1) Service Providers must notify the consumer before restricting, suspending or disconnecting service, except in cases where:
  - a) It is necessary to take immediate action to protect the network from harm;
  - b) The Service Provider reasonably suspects fraud or attempted fraud; or
  - c) The consumer's credit limit has been reached, provided that the consumer was previously made aware of this limit.
- 2) In all other instances, Service Providers must give consumers at least three (3) calendar days' notice before disconnection of service. The notice must contain the following information:
  - a) The date of and reason for disconnection;



- b) The amount owing, if any; and
- c) The contact information for a department with whom the disconnection may be discussed.

## SECTION 6

### 47. *Complaints Handling*

- 1) All Service Providers must establish internal complaints handling procedures for the benefit of consumers;
- 2) A specific team of representatives who report directly to a senior manager must oversee the internal complaints handling procedure;
- 3) All complaints received by a Service Provider must be acknowledged within two (2) business days of receipt;
- 4) All consumers must be advised of the Service Provider's investigation and notified that a response will be provided in at least ten (10) business days of acknowledgment of the complaint;
- 5) Where a Service Provider is aware that the complaint cannot be resolved in ten (10) business days, a new timeframe must be issued for completion of the investigation, before the end of the period; and
- 6) Service Providers must offer a mechanism for the consumer to monitor the progress of a complaint.

### 48. *Contact Attempts*

Where a Service Provider is unable to contact a consumer to address a complaint, they must write to the consumer and advise of the contact attempts, provide details of those contact attempts and where necessary, invite the consumer to discuss the complaint within no less than ten (10) business days.

### 49. *Frivolous Complaints*

- 1) When a Service Provider determines that a complaint is frivolous or vexatious and that the consumer cannot be further assisted, the consumer must be so advised.
- 2) This notwithstanding, the consumer must be made aware of the option to utilise the FTC's external dispute resolution process.
- 3) A Service Provider is not required to accept any further complaints from that consumer until or unless the external dispute resolution process is initiated.

**50. Record of Complaints**

All Service Providers must record, in writing, each consumer complaint received. This record should include the consumer's identity, the nature of the complaint, the steps taken to address the matter and the resolution if any.

**51. Administration**

- 1) A consumer who believes that their Service Provider is not adhering to the Code must first attempt to resolve the problem directly with the Service Provider. If the consumer is not satisfied with the Service Provider's response, they may contact the FTC;
- 2) Where the FTC investigates a breach of the Code, either on its own initiative or on receipt of a consumer complaint, and determines that a Service Provider has breached the Code, the following actions may be taken:
  - a) The FTC may serve a copy of the findings of the investigation on the Service Provider together with a notice requiring the Service Provider to:
    - (i) Satisfy the finding or the complaint; or
    - (ii) Respond to the findings in writing; within a reasonable time, which may be specified in the notice.
- 3) Where the Service Provider fails to comply with the provisions above the FTC shall write to the Service Provider and notify it of non-compliance with the Code and give it a minimum of seven (7) days to remedy the breach;
- 4) Service Providers, who fail to remedy the breach in accordance with Clause 51 (2) (a), will be notified in writing that the FTC may issue a Public Notice advising of the Service Provider's non-compliance; and giving them a minimum of seven (7) days to remedy the breach.
- 5) Where a Service Provider fails to comply with Clause 51(4) the FTC shall institute proceedings in the High Court.

## SECTION 7

### 52. *Monitoring of Universal Code Issues and Breaches*

- 1) All Service Providers are required to provide the FTC with general information pertaining to queries and complaints received from consumers about potential breaches of the Code on an annual basis.
- 2) The information to be provided must aggregate and segment the number of telephone and written queries received pertaining to the Code annually, the nature of the complaints and the number resolved.
- 3) Annual meetings of the Forum will be held to discuss any emerging issues arising from the Code, as highlighted by consumer complaints.

### 53. *Code Review*

- 1) The FTC may fix a period of time not exceeding five (5) years in respect of which the Code may apply.
- 2) Notwithstanding Clause 53. 1) where the FTC determines that there has been such a fundamental change in circumstances as to warrant a review of the Code, the FTC may conduct such a review at any time provided that the said review is completed in consultation with the Forum.

### 54. *Code Review Criteria*

For review purposes, the following criteria will be used to assess the success of the Code:

- a) Number of breaches of the Code;
- b) Number of complaints against signatories to the Code;
- c) Number of proposed amendments to the Code.
- d) Level of awareness of the Code within the industry and amongst consumers and interested parties;
- e) Number of complaints received by the FTC and other relevant organisations; and
- f) Level of adherence to Code provisions.

### 55. *Amendment/Replacement of Code*

The FTC may amend the Code on consultation with the Forum, from time to time.

## **APPENDIX 1**

The Forum includes, but is not limited to representatives from the following agencies:

- 1. FTC**
- 2. FLOW**
- 3. Digicel**
- 4. Office of Public Counsel**
- 5. DCCA**
- 6. Telecommunications Unit**
- 7. BARP**
- 8. BNSI**
- 9. Consumer Representative**
- 10. NGO Consumer Representative**

## APPENDIX 2

### General Plan Information (sample)

<b>Description of Plan</b>	1500 minutes 1 Gigabyte (GB) of mobile data Unlimited SMS
<b>Duration of Contract</b>	24 months
<b>Credit Limit</b>	\$600.00 (applies to voice, data, SMS)
<b>Key Terms and Conditions</b>	Out-of-plan data is billed per megabyte. The conversion rate is 1,024 MB =1 GB
<b>Limitations of Use</b>	Premium data, e.g. YouTube, Facebook WhatsApp, is <i>NOT included in your plan</i> . Premium data costs 60 cents per megabyte.

### Pricing Information

<b>Monthly Charge</b>	<b>\$200.00</b>
<b>Early Termination Charges</b>	<b>The early termination fee is the minimum monthly charge for three months of the contract or \$225.00.</b>
<b>Local SMS Charges</b>	\$0.20 per message
<b>Out-of-Plan Data Charges</b>	Data charges outside of your plan will be higher than those that are in your plan. The charge is \$0.70 per Megabyte. Therefore, if you exceed your plan by 1 GB, you will have to pay an additional charge of \$716.80.
<b>Out-of-Plan Voice charges</b>	Voice charges outside of your plan will be higher than those that are in your plan. These charges are \$0.50 per minute. Therefore, if you exceed your plan by 60 minutes, you will have to pay an additional charge of \$30.00

## Other Information

1. Terms and conditions of service on calls and data are available at [www.abcmobile.com](http://www.abcmobile.com).
2. Guidelines on how to set usage alerts are available at [www.abcmobile.com](http://www.abcmobile.com).
3. Recommendations for the purchase of a roaming plan before travel to avoid high out-of-plan charges. Further details on roaming are available at [www.abcmobile.com](http://www.abcmobile.com).
4. The Mobile Telecommunications Code 2020 may be viewed at [www.abcmobile.com/mtc2020](http://www.abcmobile.com/mtc2020)

## Consumer Service Details

1. If you require assistance, contact our consumer service centre at 1-842-405-7765.
  2. To make a complaint, contact our complaints department at 454-0045 or lodge your complaint on our website at [www.abcmobile.com](http://www.abcmobile.com)
- Unhappy with the outcome of your complaint to ABC Mobile? You may contact the Fair Trading Commission by calling 424-0260 or emailing [info@ftc.gov.bb](mailto:info@ftc.gov.bb)