



DIGICEL (PNG) LIMITED

**Submission to the National Information and Communications
Technology Authority
Public Consultation on
Consumer Protection Rule (Amendment) 2025**

11 July 2025

**This submission is provided to NICTA for the purpose of the current consultation
only and may not be used for any other purpose**

Executive Summary

- i. Digicel (PNG) Limited welcomes this opportunity to share its comments and views on the Consultation Paper titled *Consumer Protection Rule (Amendment)* issued on 16 May 2025 and the accompanying *Draft Consumer Protection (Amendment) Rule 2024 Outline (Annotated)*.
- ii. We note that this consultation is being conducted concurrently with NICTA's Public consultation on its *Proposed Guideline for NICTA Consumer Complaints Management System*, issued on 16 May. This submission should be read in conjunction with Digicel PNG's submission on that Proposed Guideline.
- iii. Digicel PNG supports the need for clear rules and guidelines that cover the protection of consumer interests
- iv. However, it is vital that any rules and guidelines are balanced and recognize not only the interests of consumers, but also a service provider's legitimate commercial interests and they do not impose undue financial and administrative burdens on the service providers.
- v. We believe that the scope of the Draft Rule should be focused on specific, measurable requirements that align with the nature of a mandatory instrument ensure it is consistent with other regulatory instruments to minimise the likelihood of inconsistency, duplication, confusion or interpretational issues and to guard against regulatory overreach.
- vi. We also note that the Consultation Paper and the Draft Rule seek to cover issues that are not strictly related to the provision of ICT services and which would benefit from wider consideration. This is particularly the case in respect of issues around confidentiality, privacy and data protection. While Digicel PNG acknowledges the importance of such issues, we submit that they should be dealt with as separate matters and involve other relevant considerations and interested parties
- vii. It should also be recognized that Digicel PNG already provides a wealth of information to customers and operates sophisticated and well developed customer care and management systems, including self help via its website, through direct contact with Digicel PNG's customer care teams and through USSD codes and the MyDigicel App.
- viii. In this submission Digicel PNG has relied upon a range of useful international resources and precedents that are available to be drawn upon to assist with the development of the

Draft Rule and any supporting guidelines or other materials. It has also been informed by the experience of Digicel PNG's parent company, Telstra, in respect of its experiences with development of and compliance with the TCP Code in Australia.

- ix. However, while international precedents provide a useful starting point, any measures that are adopted in Papua New Guinea should be tailored to the specific needs and circumstances that exist in this country, and that arise in respect of how telecommunications services are provided and used in Papua New Guinea.
- x. Given that the Draft Rule is intended to be a mandatory instrument for the purposes of its application under the NICT Act, it is imperative that its provisions are clear and unambiguous and that key terms and concepts that are relied upon are properly defined. In particular, we submit that terms such as "Consumer", "Tariff Plan" and "Complaint" should be defined taking into account international precedents.
- xi. In making this submission, we have addressed NICTA's discussion points and questions in the Consultation Paper and accompanying Draft Rule, identifying the following:
 - a. **Informed Consumer Choice:** Digicel PNG acknowledges the importance of relevant rules and guidelines in respect of the provision of customer information to ensure that customers are able to make informed purchase choices when acquiring telecommunications services. However, Digicel PNG also submits it is important that service providers' existing systems and processes are recognised and that any rules are consistent with the regulatory principles in section 3 of the NICT Act and are no more no burdensome than necessary to meet their stated objectives. Digicel PNG submits that, in certain instances, as identified in these submissions, the proposed provisions go beyond that which was required to meet their stated objectives, and would impose undue burdens on service providers that were disproportionate with the consumer benefit that might be obtained from them.
 - b. **Fair and Reasonable Pricing:** Digicel PNG sets its prices in a competitive market and considers those prices to be fair and reasonable having regard to the nature of the services provided and the costs associated with the provision of the services. We do not consider a consumer protection rule to be an appropriate mechanism for assessing the reasonableness of service provider pricing, and that any such consideration must be undertaken in accordance with the requirements of the NICT Act.

- c. **Regulation of Mobile Data:** Digicel PNG notes that there are a number of reasons that may cause customers concerns in terms of how they use their mobile data. For instance, smartphones may consume data in the background (app updates, location tracking, push notifications, etc.) without the user actively browsing or otherwise actively engaging with their mobile device for it to do so. Digicel PNG provides customers with a number of means by which to track and manage their data usage and costs. This includes the MyDigicel App and the use of USSD codes that are provided. Customers can also track data usage on most common smartphones, and use the smartphone features to turn off data usage at the phone.
- d. **Roaming, Switching Providers, and Portability:** Digicel PNG takes a number of steps to ensure that customers who activate roaming on their mobile service are made aware of the costs associated with roaming usage and PNG is continuously improving its systems and processes and the manner in which it informs customers about its products and services, including revisiting the information that it makes available to customers who use their services for international roaming. We note that number portability is the subject of a separate statutory process under the NICT Act and is currently being considered by NICTA. Digicel PNG suggests that questions around switching and number portability are addressed through that process.
- e. **Equitable Access and Treatment:** While Digicel PNG strongly supports digital inclusion and agrees that the provision of services to persons with disabilities is an important issue, we suggest that the substantive measures required to address the challenges faced by people with disabilities may be beyond the remit of the Draft Rule, and that meaningful improvements in digital inclusion would be better achieved through Universal Access and Service initiatives.
- f. **Service Disruptions:** Digicel PNG accepts that, consistent with the operation of telecommunications networks and services worldwide, service disruptions are inevitable and do occur from time to time. However, in Digicel PNG's submission, issues and standards around quality of service are beyond the scope of this consultation and, in any case, are being addressed as part of NICTA's recent public consultation on amendments to the Standard and Special Conditions of Individual Licences Rule, 2011.

- g. **Protection and Safety:** While Digicel PNG accepts that privacy and data protection are important issues, it is our view that they are beyond the scope of the current consultation and should be addressed separately. In particular, we note the existence of the Cybercrime Code Act 2016 and other more recent initiatives to address similar issues.
- h. **Rules Regarding Use of Artificial Intelligence in Customer Services:** Digicel PNG considers that, in principle, AI should not be a consumer protection issue. That is, appropriate rules and standards should be set in respect of confidentiality and data privacy and protection regardless of the technology that is employed by service providers.
- i. **Complaint and Redress:** Digicel PNG suggests that the provision on complaints and redress, other than a requirement for service providers to implement a complaint handling process and file relevant details of it with NICTA for its approval, be removed from the Draft Rules, and that complaints be handled separately under the NICTA's *Proposed Guideline for NICTA Consumer Complaints Management System* that is currently the subject of a separate consultation. It is also important to note that NICTA's investigation and enforcement powers are specified in Part XIV of the NICT Act. Any contraventions of the NICT Act or a Mandatory Instrument should be dealt with under that Part and any pecuniary penalties may only be imposed by the National Court in accordance with provisions of section 274(2).
- j. **Compliance:** Digicel PNG submits that NICTA can promote compliance through regular informal interactions with service providers and education programmes to ensure both consumers and service providers are aware of their rights and obligations. NICTA's investigation and enforcement powers are specified in Part XIV of the NICT Act. Any contraventions of the NICT Act or a Mandatory Instrument should be dealt with under that Part and any pecuniary penalties may only be imposed by the National Court in accordance with provisions of section 274(2).
- xii. We look forward to continuing to work with NICTA as the consultation progresses and welcome the opportunity to comment on the submissions of other stakeholders.

Introduction

1. Digicel (PNG) Limited ("**Digicel PNG**") welcomes this opportunity to share its comments and views on the National Information and Communications Technology Authority ("**NICTA**") Consultation Paper titled *Consumer Protection Rule (Amendment)* issued on 16 May 2025 ("**Consultation Paper**") and the accompanying Draft *Consumer Protection (Amendment) Rule 2024 Outline (Annotated)* ("**Draft Rule**").
2. Although the Draft Rule is described as an amendment to the existing Consumer Protection Rule, 2014, it appears that it is in fact a substantial rewrite and replacement. Digicel PNG suggests that this be clarified during the next phase of the consultation process.
3. We note that this consultation is being conducted concurrently with NICTA's Public consultation on its *Proposed Guideline for NICTA Consumer Complaints Management System*, issued on 16 May. This submission is intended to be read in conjunction with Digicel PNG's submission on that Proposed Guideline.
4. Digicel PNG supports the need for clear rules and guidelines that cover the protection of consumer interests, as the clarity that such rules and guidelines provide is useful to both service providers and their customers as they help both to understand their rights and responsibilities and what to do when customers need more information or are dissatisfied with the service they receive.
5. It is vital that any rules and related guidelines are balanced and recognize not only the interests of consumers, but also a service provider's legitimate commercial interests and they do not impose undue financial and administrative burdens on the service providers as required by section 222 of the National Information and Communications Technology Act 2009 ("**NICT Act**"). This is especially so, given the practical constraints service providers face in providing telecommunications services in Papua New Guinea.
6. Rules and guidelines relating to consumer protection also need to be consistent with other regulatory instruments to minimise the likelihood of inconsistency, duplication, confusion or interpretational issues and to guard against regulatory overreach. The Draft Rule also needs to be consistent with the regulatory principles in section 3 of the NICT Act and be no more burdensome than necessary to meet its stated objectives.
7. To that end, we believe that the scope of the Draft Rule should be more narrowly focussed on specific, measurable requirements that align with the nature of a mandatory

instrument. Provisions that fall outside this scope may be more appropriately addressed through an Industry Code or Guideline.

8. Such an approach would avoid “regulatory creep”, consistent with Sections 222 and 223 of the NICT Act, which provide an expectation for a registered industry code to be developed by industry members themselves to deal with a range of consumer issues. It would also be consistent with the Objectives enshrined in Section 3 of the NICT Act that, among other things, require the provision of a regulatory framework:

“...

*(b) ensuring that ICT services of social importance are supplied as efficiently and economically **as practicable** and supplied at performance standards that **reasonably meet** the social, industrial and commercial needs of Papua New Guinea and its people; and*

*(c) **promoting the development of an ICT industry in Papua New Guinea that is efficient, competitive and responsive to the needs of Papua New Guinea and its people; and***

(d) promoting and maintaining fair and efficient market conduct and effective competition between persons engaged in commercial activities connected with the ICT industry in Papua New Guinea, including by assisting the ICCC to achieve this; and

*(e) **promoting the development of the technical capabilities and skills of the ICT industry in Papua New Guinea; and***

*(f) **providing appropriate community safeguards in relation to ICT activities** and to regulate adequately participants in sections of the ICT industry in Papua New Guinea; and*

*(g) **encouraging, facilitating and promoting industry self-regulation in the ICT industry in Papua New Guinea; and***

...” (emphasis added)

9. Importantly, Digicel PNG already provides a wealth of information to consumers via its website including but not limited to:

- Consumer Guide

<https://www.digicelpacific.com/mobile/pg/digicelpng-consumer-guide>

- Promotions Terms and Conditions

<https://www.digicelpacific.com/mobile/pg/promotions-terms-conditions>

- Service Terms and Conditions

<https://www.digicelpacific.com/mobile/pg/digicel-1tok-prime-bundles-faqs>

<https://www.digicelpacific.com/mobile/pg/postpaid>

<https://www.digicelpacific.com/mobile/pg/sms-games-and-promotions>

10. Digicel PNG also operates sophisticated and well developed customer care and management systems, including self help via its website, through direct contact with Digicel PNG's customer care teams and through the MyDigicel App which provides details of Digicel PNG's offers and also does marketing through the banners. Customers who prefer to use the "digital" option can buy bundles and plans via the MyDigicel App or through to the use of USSD codes provided by Digicel PNG to purchase plans and check balances.
11. These systems are subject to regular review and development to ensure they evolve to reflect the continuing changes that occur in respect of the services that are provided and the needs and expectations of customers.
12. It should also be noted that there are a range of useful international resources and precedents that are available to be drawn upon to assist with the development of the Draft Rule and any supporting guidelines or other materials. These include the Australian *Telecommunications Consumer Protections Code ("TCP Code")*¹, New Zealand's *Fair Trading Act* and various industry codes such as the *Customer Care Code* published by the NZ Telecommunications Forum (<https://www.tcf.org.nz/wp-content/uploads/Documents-Customer-Care-Code.pdf>).
13. In preparing these submissions, Digicel PNG has also been informed by the experience of its parent company, Telstra, in respect of its compliance with the TCP Code in Australia,

¹ C628:2019 Telecommunications Consumer Protections (TCP) Code, which can be found at <https://www.acma.gov.au/register-telco-industry-codes-and-standards>. It should be noted that an updated version of the TCP Code is currently being considered for registration by the Australian Communication and Media Authority. However, the changes that have been made are not considered to be material in the context of the current Public Consultation.

and the ongoing refinement and implementation of the TCP Code as it has been adapted over time to suit the changing nature of telecommunications services, and the needs of the consumers of those services.

14. However, whereas overseas examples such as the TCP Code can provide a useful starting point, any measures that are adopted in Papua New Guinea should be tailored to the specific needs and circumstances that exist in Papua New Guinea, and that arise in respect of how telecommunications services are provided and used in Papua New Guinea.
15. For example, the prevalence of pre-paid services is much greater in Papua New Guinea than in Australia and New Zealand; the much greater adoption of post-paid services in those countries mean that the credit management issues that are a feature of the telecommunications market in those countries are likely to arise to a significantly lesser degree in Papua New Guinea.
16. Similarly, the purchase of handsets in Papua New Guinea is commonly arranged separately from the ongoing provision of a telecommunications service, with handsets frequently purchased outright from a third party in a single upfront transaction, so issues associated ongoing device repayments that may be important in some other countries are unlikely to arise in Papua New Guinea. This can be contrasted with Australia and New Zealand, where a large portion of customers will pay for a mobile handset in monthly repayments over 12, 24 or even 36 months, with those payments tied to the ongoing provision of an associated post-paid mobile service.
17. It is also important to note that Papua New Guinea's low literacy levels presents additional challenges in disseminating information in ways that are able to be more easily understood by consumers.
18. Importantly, service providers should be held to a standard that is consistent with the expectations under which other corporates operate in Papua New Guinea.
19. Digicel PNG understands that the Draft Rule is intended to be read in the context of the Consultation Paper. Accordingly, we have provided our comments and answer the questions posed by NICTA on the Consultation Paper and the Draft Rule in order of the issues that have been raised in the Consultation Paper. They are:
 - Informed Consumer Choice;
 - Fair and Reasonable Pricing;

- Regulation of Mobile Data;
- Roaming, Switching Providers, and Portability;
- Equitable Access and Treatment;
- Service Disruptions;
- Protection and Safety;
- Rules Regarding Use of Artificial Intelligence in Customer Services;
- Complaint and Redress; and
- Compliance.

Overview of Key Issues

Consistency with rights and obligations under the NICT Act

20. Digicel PNG is concerned that, in some instances, the measures proposed in the Consultation Paper and the Draft Rule seek to create obligations and impose remedies that are beyond what is contemplated by the provisions of the NICT Act.
21. In our submission, such instances of “regulatory creep” or overreach should be removed from the Draft Rule so that the reasonable and legitimate rights of service providers are preserved.
22. We also note that the Consultation Paper and the Draft Rule, in some instances, seek to cover issues that are not strictly related to the provision of ICT services and which would benefit from a wider consideration. This is particularly the case in respect of issues around confidentiality, privacy and data protection. While Digicel PNG acknowledges the importance of such issues, we submit that they should be dealt with as separate matters and involve other relevant considerations and interested parties.
23. Similarly, we believe that issues around access to services for people with disabilities and other vulnerable customers would be better addressed through the Universal Access and Service (“UAS”) framework under the NICT Act. In our view such issues fall squarely within the objective of the of the UAS Fund which is specified in section 90(1) of the NICT Act as follows:

“The objective of the Universal Access and Service Fund is to promote the long-term economic and social development of Papua New Guinea by funding approved UAS Projects that will encourage the development of ICT infrastructure and improve the availability of ICT services within Papua New Guinea, including in rural communities.”

24. In our view, using the UAS Fund and its supporting mechanisms to support people with disabilities and other vulnerable customers is likely to be more effective than seeking to impose obligations on service providers through the Draft Rule.

Key terms and concepts need to be defined

25. Given that the Draft Rule is intended to be a mandatory instrument for the purposes of its application under the NICT Act, it is imperative that its provisions are clear and

- unambiguous and that key terms and concepts that are relied upon are properly defined.
26. Digicel PNG therefore proposes the following definitions be adopted that we consider are consistent with international practice and which we believe to be appropriate in the context of the current stage of development of the Papua New Guinea telecommunications market.
27. There needs to be recognition that the application of the Draft Rule is only relevant to “consumers” and not to the wider group of “retail customers” as that term is defined in Section 4 of the NICT Act.
28. Accordingly, Digicel PNG suggests that “Consumer” is defined in a way that is consistent with international practice, such as the definition adopted in Australia under the TCP Code, which defines “Consumer” as follows:

“Consumer means:

- (a) an individual who acquires or may acquire a telecommunications good or service for the primary purpose of personal or domestic use and not for resale; or*
- (b) a business or non-profit organisation which:*
 - (i) acquires or may acquire one or more telecommunications goods and services which are not for resale; and*
 - (ii) at the time it enters the customer contract,*
 - (1) does not have a genuine and reasonable opportunity to negotiate the terms of the customer contract; and*
 - (2) has or will have an annual spend with the provider which is, or is estimated on reasonable grounds by the provider to be, no greater than \$40,000; and*
 - (3) has annual turnover estimated to be less than \$3,000,000; and*
 - (4) has no more than 20 full-time equivalent employees.*

A reference to a consumer includes a reference to a customer.”

29. New Zealand adopts a similar approach to the definition of “consumer” in the Fair

Trading Act 1986, where “consumer” is defined as follows:

“consumer means a person who—

- (a) acquires from a supplier goods or services of a kind ordinarily acquired for personal, domestic, or household use or consumption; and*
- (b) does not acquire the goods or services, or hold himself or herself out as acquiring the goods or services, for the purpose of—*
 - (i) resupplying them in trade; or*
 - (ii) consuming them in the course of a process of production or manufacture; or*
 - (iii) in the case of goods, repairing or treating, in trade, other goods or fixtures on land”*

30. In the United Kingdom, the telecommunications regulator, Ofcom, has defined “consumer” as follows:

“‘Consumer’ means any natural person who uses or requests a Public Electronic Communications Service or Bundle for purposes which are outside his or her trade, business, craft or profession”²

31. In each of these examples the emphasis is on the protection of individuals who may not be in a position to negotiate the terms of supply of a service.
32. Having a clear definition of “consumer” is important to ensure the Draft Rule is tightly targeted to the appropriate audience and strikes a reasonable balance between the rights of customers and the legitimate interests of service providers.
33. The term “tariff plan” also needs to be defined. We suggest basing it on the definition of “Offer” from the Australian TCP Code, which defines Offer (their version of tariff plan or product) as:

² Ofcom, *General Conditions of Entitlement Unofficial Consolidated Version*, 22 April 2025
<https://www.ofcom.org.uk/siteassets/resources/documents/phones-telecoms-and-internet/information-for-industry/general-authorisation-regime/general-conditions-of-entitlement---unofficial-consolidate-version.pdf?v=395669>

“... a current, standard in-market plan containing pricing that is made by a Supplier for the provision of Telecommunications Products, which is available to any individual Consumer or Consumers as a class and includes, without limitation, such offers made in Advertising.”

34. “Offer” as defined under the TCP Code specifically excludes temporary “special offers”, such as limited term discounts or short term additional plan inclusions. Hence, the reference to “such offers made in Advertising” is not a reference to a special promotion in an advertisement, but rather reflects that a provider may include in their advertisements details of their plans and plan pricing for their telecommunications services.
35. Digicel PNG also submits that it is vital to have a common understanding of what constitutes a “complaint”.
36. This is important so that “complaints” are able to be distinguished from the myriad other contacts and interactions that routinely occur between service providers and their customers. We suggest that a useful starting point in this regard is the definition adopted in the *Australian Telecommunications (Consumer Complaints) Record-Keeping Rules 2018* which defines a “complaint” as:

“... an expression of dissatisfaction made to a carriage service provider by a consumer in relation to its telecommunications products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by the consumer.”

37. The Australian approach also requires that the following two conditions must be satisfied for something to be considered a complaint:
- a. the consumer has communicated some form of dissatisfaction, unhappiness or frustration about the service provider’s products or how they are handling a complaint; and
 - b. the consumer explicitly or implicitly expects the service provider to provide a response or resolution to the matter.
38. We consider this to be a sensible approach and something that should also be adopted

for the purposes of the Draft Rule.

Responses to NICTA Questions and Proposals

A. Informed Consumer Choice

Responses to Questions Posed by NICTA in the Consultation Paper

What are some of the key problems and challenges with consumer choice, advertising and marketing for communication services?

39. A key challenge in the advertising and marketing of services is of advertising those services to customers who may not necessarily be familiar with all aspects of the service, how they work, and how they are charged.
40. This is especially challenging as those services, and the manner in which the customers use and engage with those services, evolve over time; how a customer will use a 4G service is likely to differ from how they use a 2G service, and hence their requirements for those services will likely differ.
41. Another key challenge is the tension between ensuring that advertising and marketing is transparent as to key terms of the plan or product, while at the same time ensuring that the marketing is clear and readily understood by a wide range of customers. The inherent tension between those two objectives is reflected in the Draft Rule itself.
42. There is a particular challenge in Papua New Guinea relating to dissemination of information to people in areas that may not have ready access to the internet or where literacy levels are low (lowest in Pacific with 63.4% reported in 2023) and is something amplified as customers migrate from 2G service to 3G and 4G services. That is because customers with low levels of literacy and or digital literacy may have difficulty in understanding the terms of supply of their service and of how their credits are used in the ordinary usage of their service.
43. Although a Service Provider can provide internet access (i.e. connectivity and availability), there are other external factors such low levels of literacy and or digital literacy and affordability that negatively affect a consumer's comprehension of marketing and communication services. Further, when there is a switch of technology or upgrade, customers may have difficulty in understanding how services are supplied and used.

44. That perhaps helps to explain the predominance of prepaid and lower access to the Internet in Papua New Guinea and why Digicel PNG's "entry level" 1 Tok plans continue to be of vital importance to customers.

Do the proposed provisions adequately address consumers' information needs to allow for informed choice that will ensure they can purchase the services and features best for them?

45. We have provided a detailed response on the proposed provisions below.
46. Digicel PNG acknowledges the importance of relevant rules and guidelines in respect of the provision of customer information to ensure that customers are able to make informed purchase choices when acquiring telecommunications services.
47. However, Digicel PNG also submits it is important that the rules are consistent with the regulatory principles in section 3 of the NICT Act and are no more burdensome than necessary to meet their stated objectives. Digicel PNG submits that, in certain instances, as identified in these submissions, the proposed provisions would go beyond that which is required to meet the stated objectives, and would impose undue financial and administrative burdens on service providers that would be disproportionate in comparison to the customer benefit that might be obtained from them.

Should any additional provisions or requirements be mandated?

48. We have provided a detailed response on the proposed provisions below.

Do the provisions impose any unreasonable burdens upon Service Providers to comply?

49. We have provided a detailed response on the proposed provisions below.
50. Digicel PNG acknowledges the importance of rules and guidelines in respect of the provision of customer information to ensure that customers are able to make informed purchase choices when acquiring telecommunications services.
51. However, Digicel PNG also submits it is important that the rules are consistent with the regulatory principles in section 3 of the NICT Act and are no more burdensome than necessary to meet their stated objectives. Digicel PNG submits that, in certain instances,

as identified in these submissions, the proposed provisions would go beyond that which is required to meet the stated objectives, and would impose undue burdens on service providers that would be disproportionate in comparison to the customer benefit that might be obtained from them.

Feedback on Provisions proposed in the Draft Rule

Draft Rule Provisions	Digicel PNG Comments
7.1 Information to be Provided by the Telecommunications Service Providers to Retail Customers	
A Telecommunications Service Provider must ensure that any information provided to the Consumers is clear, accurate, free from material omissions, relevant, current and readily available.	Digicel PNG considers the requirement to “ensure that any information provided to the Consumers is clear, accurate, free from material omissions, relevant, current and readily available” to be reasonable, although it will be important to define what is meant by “readily available”, especially as this applies only to information that is provided to consumers.
Service Providers shall inform customers about the full features, costs, and fees for any product or service. Providers shall also inform customers about credit or data used after every call, SMS, or data usage. An itemized 6-month history of the customer's usage and costs shall be available at all times.	<p>We propose that the proposed duty to inform is able to be met by making that information available on a service provider’s website or in store.</p> <p>Although Digicel PNG supports the provision of a means for customers to obtain itemised usage and costs, it would be impractical to proactively do so “after every call, SMS or data usage”.</p> <p>As well as imposing a significant additional burden on providers, providing such notification after every call or message would result in customers receiving a large number of</p>

Draft Rule Provisions	Digicel PNG Comments
	<p>additional messages.</p> <p>Further, in respect of data, this would be inconsistent with how data is used on modern services, where many apps or features of a phone might use data many times in a day. If that were per usage, then as much traffic could be consumed in the messages as in small data sessions themselves.</p> <p>It is also important to note that, unlike many overseas markets, customers buy mobile devices from sources other than their service provider. While they are responsible for their own mobile devices they may seek assistance from their service provider regarding its efficient use.</p> <p>Instead, Digicel PNG proposes that it continue to follow its current practice of providing customers with the tools to be able to check their service usage free of charge, including through the MyDigicel App and through USSD codes.</p>
7.1.2. Critical Information Summary	
<p>Suppliers must provide Critical Information Summaries (CIS) of their current offers to customers at no cost, for the purpose of helping customers to easily decide which products and services are best for them. These CISs will include descriptions of the offers' service</p>	<p>The requirement to provide a Critical Information Summary ("CIS") is something that is well established in Australia.</p> <p>While we do not object to a similar requirement being imposed in Papua New Guinea, based on our understanding of the operation of the Australian market, we propose a number of suggestions as described below.</p>

Draft Rule Provisions	Digicel PNG Comments
<p>abilities, the possible range of cost, a description of various potential fees, and contact information for customer service.</p>	<p>One of the key benefits of the CIS requirements under the Australian TCP Code is that it is very prescriptive as to what information is required to be included in a CIS. That is a key feature of the CIS, as it enables the comparison of different plans with the same provider, as well as the comparison of plans from different providers. We propose a similar approach be adopted in Papua New Guinea.</p>
<p>CISs must be clearly formatted, no more than two pages long, available in person and online, and include information about any new or special offers.</p>	<p>CIS should only show standard “in-market” plans which under the Australian TCP Code are referred to as an “Offer” and defined as a current, standard in-market plan containing pricing that is made by a Supplier for the provision of Telecommunications Products, which is available to any individual Consumer or Consumers as a class and includes, without limitation, such offers made in Advertising”.</p> <p>Importantly, they are not “offers” in the “new and special offers” sense, of temporary or transient specials, but rather regular, ongoing plans.</p> <p>For example, Telstra’s own CIS specifically call out “This summary may not reflect any discounts or promotions which may apply from time to time”.</p>
<p>Service Providers must also have available additional information for customers outside of the CIS. This shall include the following: product descriptions, manufacturers' names,</p>	<p>Digicel PNG notes that there should be a relevancy requirement in respect of any additional information that is required to be provided outside of the CIS. For example, it is not clear what manufacturers’ names, technical</p>

Draft Rule Provisions	Digicel PNG Comments
<p>technical information, details about billing and payment, explanations about usage capacities, details of available post-sale support, mobile coverage, international roaming, virtual network operators, and product options for customers with disabilities.</p>	<p>and disabilities information is intended to cover. It is also unclear how this is intended to be different from the information provision requirements specified in 7.1.1.</p>
<p>Telecommunications Service Providers will also provide an app-based system for customers to see personal usage history, costs, and tariffs. Customers will receive alerts after using certain percentages of their data.</p>	<p>Digicel PNG also provides customers with access to the MyDigicel App, which provides details of Digicel PNG's offers. Customers can buy bundles and plans via the MyDigicel App.</p> <p>However, rather than requiring that usage history, costs and tariff information must be made available in an app, we suggest it would be better if this provision was more broadly stated in a technology agnostic manner, so that it could be an app, or a mobile-friendly website, or even an IVR – as an app is only useful if it is available for all devices, which would not be the case for customers with non-smart phones.</p> <p>To support customers using a wide range of devices, including non-smart phones, Digicel PNG makes USSD codes available to customers that enable them to access information about their balance and specials and other relevant information provided by Digicel PNG, and to do so from their mobile device free of charge.</p> <p>In Australia, under the TCP Code, customers by default receive usage notifications at 50%, 85%</p>

Draft Rule Provisions	Digicel PNG Comments
	<p>and 100% of their data allowance, unless that allowance is unlimited, or unless once it is exceeded usage is shaped, and not charged an excess usage charge. Those notifications can be sent by SMS or email or, where a customer selects, via an app, and must be sent within 48 hours of a customer reaching that usage threshold.</p>
7.2.1. Advertising, Sales, Contracts, and Customer Service	
<p>Telecommunications Service Providers shall not activate or deactivate service plans or value-added services without explicit customer permission.</p>	<p>We agree that services and value-added services should not be activated without a customer indicating their agreement to do so. That agreement, however, need not be by signing in writing, but rather could be given electronically, such as electronically signing up for a value added service, or to add or change a plan.</p> <p>Digicel PNG submits that there are a wide range of circumstances in which it would be reasonable and appropriate for a provider to be entitled to suspend or deactivate a service plan or value-added service without a customer's explicit permission. Those circumstances would include:</p> <ul style="list-style-type: none"> • For credit management reasons, if a customer fails to pay for a service or add on when the payment for that falls due, or if a one-off payment fails; • If the customer is using the service or add on in breach of law or the provider's

Draft Rule Provisions	Digicel PNG Comments
	<p>terms, such as using the service or add on to conduct a scam, send harassing or defamatory communications, or otherwise to infringe on another person's rights; and</p> <ul style="list-style-type: none"> • if the service provider ceases to provide the service, or is no longer able to provide the service, such as if it were to exit a network technology type or lose a right to resell a value added service.
<p>Service Providers must include conditions and restrictions for service or price offers in their advertisements.</p>	<p>Digicel PNG acknowledges that, consistent with the requirement to “ensure that any information provided to the Consumers is clear, accurate, free from material omissions, relevant[and] current”, it is important to ensure that advertisements are appropriate in form and content for the audience and the plan and manner in which they would be viewed. However, we consider that, provided the above principle is adhered to, NICTA should avoid being unduly prescriptive in what it requires to be included in advertisements.</p> <p>We also agree that, where an advertisement includes details of a service or pricing, then it should also include key terms – at a high level and in a short form as is relevant or appropriate for the form of the advertising.</p> <p>This is consistent with the approach required by the Australian TCP Code, which provides:</p> <p><i>“A Supplier must include any important conditions, limitations, qualifications or Restrictions about an Offer in its Advertising of</i></p>

Draft Rule Provisions	Digicel PNG Comments
	<i>the Offer, to allow Consumers to make informed choices and to avoid Consumers being misled.”</i>
Service Providers shall not advertise claims about prices, products, or services that are untrue, impossible, or only possible for customers within highly specific parameters.	<p>Digicel PNG agrees that advertising should meet the internationally accepted standard of not being misleading or deceptive.</p> <p>However, Digicel PNG submits that the proposed provisions have the potential to limit advertising creativity in circumstances where customer interests are not adversely impacted, e.g. “mere puffery”, which would not fall foul of internationally recognised prohibitions on misleading or deceptive conduct or the making of false or misleading representations.</p>
Service Providers must provide advertisements that are clear and detailed, while not overshadowing their main message. Advertisements must also be designed on the basis of how long the typical viewer is likely to see them.	<p>Digicel PNG notes that a determination of whether or not any particular advertisement meets the standard that is proposed will be largely subjective depending on the particular context in which the ad is seen.</p> <p>For this reason, Digicel PNG proposes that any detailed considerations around advertising would be better included in a non-binding Guideline that will assist service providers to understand the matters that NICTA will take into account when assessing whether or not a particular advertisement is misleading or deceptive.</p>
Service Providers must be clear with customers about the principal terms, time-frames, and eligibility	Digicel PNG has no issue with the proposed requirement that “Service Providers must be clear with customers about the principal terms,

Draft Rule Provisions	Digicel PNG Comments
conditions of any special offers.	time-frames, and eligibility conditions of any special offers”.
Advertisements for internet-only plans must include the price for one megabyte of data.	Digicel PNG submits that the proposed requirement for “advertisements for internet-only plans must include the price for one megabyte of data” is only practical where the sole element of the plan or service is data, and does not work where there are any other elements making up the price, such as media or other non-data aspects (in addition to the obvious additions of voice and/or messages in a mobile plan). The circumstances where that would be true are likely to be increasingly small, as even data-dominant plans are likely to come with some elements other than merely a certain amount of data.
7.3.1. Facility to Provide Information on Retail Customer Account	
<p>Telecommunication Service Providers shall ensure that Sales Representatives promote and sell products clearly and responsibly, making sure to explain key terms and costs to customers.</p> <p>Sales Representatives shall be thoroughly trained and monitored to ensure desirable service and to address any potential issues with customer service that may arise.</p>	<p>While Digicel PNG agrees in principle with a requirement to “ensure that Sales Representatives promote and sell products clearly and responsibly, making sure to explain key terms and costs to customers”, it is not clear how such a requirement would be measurable or enforceable in practice. We further suggest that the principle is already covered by the proposed requirement in section 7.1 of the Draft Rule which requires that “A Telecommunications Service Provider must ensure that any information provided to the Consumers is clear, accurate, free from</p>

Draft Rule Provisions	Digicel PNG Comments
	<p>material omissions, relevant [and] current”.</p> <p>Digicel PNG also supports the need to ensure sales representatives and customer service representatives are adequately trained to perform the roles that are required of them. However, it must be noted that the two roles are quite different and are likely to require different skills and knowledge. We further note that the requirement is not objectively measurable and that, as such is unlikely to be enforceable in a consistent way. The important point is that service providers should have established customer care systems and procedures that are reasonably accessible by customers.</p>
<p>If a customer expresses a specific need in their Telecommunication Device or service, suppliers must offer information about what offers will best satisfy the customer's need.</p>	<p>The Australian TCP Code requires that service providers “assist Consumers to find out where to access information about Telecommunication Products which may suit specific needs, such as the disclosed needs of Consumers with a disability”.</p> <p>While Digicel PNG would support the inclusion of a similar provision, the distinction between that and what is proposed here is that the service provider cannot guarantee that a product will “best suit”, as opposed to merely “may suit”, as the consumer will be best placed to understand their own needs, and hence whether the product would suit those needs.</p>
<p>Service Providers will endeavor to maintain high-quality customer</p>	<p>Digicel PNG agrees that “endeavoring to maintain high-quality customer service” is a</p>

Draft Rule Provisions	Digicel PNG Comments
service through prominent hours of availability, low average wait times, significant first-contact resolutions, and thorough record-keeping.	laudable objective.
Service Providers must seek and obtain customer feedback about the customer service experience. Service Providers shall work to address any systemic issues that emerge.	Digicel PNG suggests that NICTA may be best placed to undertake periodic market surveys to gauge consumer perceptions in relation to customer service in a consistent, systematic way. The feedback from such surveys can then be shared with service providers and used to refine rules and guidelines relating to consumer protection.
7.4.1. Data Usage Alerts and Notifications	
Telecommunications Service Providers must offer Spend-Management Tools to help customers budget their Telecommunication device usage. These tools must include at least one option that does not require use of the internet. Service Providers must also offer free information on how to obtain and use the Spend-Management Tools.	Digicel PNG provides customers with a number of ways to manage their service and check their usage, including through the MyDigicel App and the use of USSD codes. USSD codes can be used free from a Digicel PNG service, and can be used without requiring the use of the internet.
Service Providers must provide customers with Usage Notifications that indicate when the customer has used certain amounts of their Data allowance and if the customer is incurring additional data use fees.	Digicel PNG submits that the approach taken in Australia under the TCP Code presents a useful example of how such notifications could be adopted. In Australia, under the TCP Code, customers by default receive usage notifications at 50%, 85%

Draft Rule Provisions	Digicel PNG Comments
	<p>and 100% of their data allowance, unless that allowance is unlimited, or unless once it is exceeded usage is shaped, and customers are not charged an excess usage charge. The notifications can be sent by SMS or email or, where a customer selects, via an app, and must be sent within 48 hours of a customer reaching that threshold.</p>
7.4.2. Credit and Debt Management	
<p>Telecommunications Service Providers must undertake a Credit Assessment for customers before providing a Post-Paid Service with a minimum term greater than one month. If a customer is determined to be unlikely or unable to satisfy their financial obligations, then the Service Provider must suggest other, more affordable Offers available. The Service Provider must inform the customer about any liability the customer incurs.</p>	<p>Digicel PNG agrees that credit assessments for post-paid customers provide an important protection for both the consumer and the service provider.</p> <p>However, in the context of the Papua New Guinea market, which is predominately characterised by prepaid services and where handsets are usually provided by third parties, it is not clear why the inclusion of such a provision in the Draft Rule is necessary.</p> <p>Given the characteristics of the market, we also question the necessity of being mandated to provide alternative service options for customers that fail a credit check as to do so would seem an obvious solution for a service provider to gain a new customer.</p>
<p>Service Providers must inform customers about any restrictions on the customer's service, including why the restriction exists and how it might be removed.</p>	<p>Digicel PNG has no issues with including a requirement to “inform customers about any restrictions on the customer's service, including why the restriction exists and how it might be removed” provided that it is made clear that it</p>

Draft Rule Provisions	Digicel PNG Comments
	is intended to apply for credit purposes.
In the event that a Security Deposit is required by a Service Provider, the Service Provider must provide the Consumer with information about the terms of that Security Deposit, including the circumstances in which the Security Deposit may accrue interest, be forfeited or be repaid.	Digicel PNG is supportive of the requirement of providing customers who give a Security Deposit details the terms under which such a deposit is taken or used.
Service Providers must ensure Customers are given adequate notice regarding a decision by the Supplier to Restrict, Suspend or Disconnect their Telecommunications Service for Credit and/or debt Management reasons.	Although Digicel PNG is broadly supportive of a requirement to give adequate notice of a decision to suspend, restrict or disconnect a service for credit management, we submit that there should be an exception to this under which a provider would be entitled to suspend a service without notice if the customer presented an undue or excessive credit management risk. Such an exception is to the benefit of both customers and service providers, as it helps to ensure that customers avoid incurring high usage or charge balances.
Service Providers must ensure that Customers and former Customers are treated with fairness in relation to the Credit Management process.	Digicel PNG agrees that “Customers and former Customers are treated with fairness in relation to the Credit Management process “. However, it is not clear how compliance with such a requirement could be measured in practice.
7.5.1. Activation and Deactivation of Data Services	
Customers must have the ability to activate and deactivate data services	Digicel PNG provides customer self-care tools including information on how to avoid excess

Draft Rule Provisions	Digicel PNG Comments
<p>on their devices, to manage data usage and avoid unanticipated or excess data usage and charges. This ability must be easy and transparent for customers to use and understand.</p>	<p>data charges. See, for example, https://www.datocms-assets.com/88735/1726036497-2402511-digicel_out-of-bundle-charges_part-1-1.pdf</p> <p>Common smartphones also include the ability on the phone to track data usage, and to turn off data. The quickest way to turn off data usage will always be to do so on the device itself and, for common smartphones, that can typically be done with a readily available menu/settings option.</p> <p>Turning mobile data on and off is usually device driven. However, Digicel PNG also provides a mechanism for customers to turn off out of bundle data (see https://www.digicelpacific.com/mobile/pg/out-of-bundle-charges).</p>
<p>Service Providers must offer assistance to customers with understanding and utilizing data service activation and deactivation functions, and must provide reasonable credit or forgiveness of accidental excess data service usage.</p>	<p>Digicel PNG agrees it is important to provide educational resources to customers to help them understand what things on their device might use data, and how much data they may typically use.</p> <p>However, we disagree with the proposal that a service provider should be required to provide credit forgiveness or forgiveness for accidental excess data usage. In our submission, service providers should have discretion as to how to handle customer issues where a customer unintentionally or unknowingly uses the credit or data allowances. In some instances, the service provider may deem it appropriate to</p>

Draft Rule Provisions	Digicel PNG Comments
	provide a credit or forgiveness of usage, but in other instances it may not be – especially if that usage has been incurred despite the provider having satisfied their obligations to make available spend management tools, provide usage alerts and guidance, and the customer has ignored those, or otherwise not engaged with the support provided to them.
7.5.2. Changing Service Providers	<p>The purpose of these proposed provisions in the context of the Papua New Guinea market is unclear to Digicel PNG.</p> <p>We are also unaware of any circumstances where a service provider has sought to transfer its customers to another service provider.</p> <p>In any case, if such a transfer arrangement was to occur, Digicel PNG would expect that the terms and conditions of such transfer would be covered in the service provider’s terms and conditions of service.</p>

B. Fair and Reasonable Pricing

Responses to Questions Posed by NICTA in the Consultation Paper

Do customers find the prices for voice and data services are fair and reasonable and, if not, in what ways?

52. Digicel PNG sets its prices in a competitive market and considers those prices to be fair and reasonable having regard to the nature of the services provided and the costs associated with the provision of the services.

53. Our prices for voice and data are reviewed from time in response to changes in market

conditions and or operational costs.

54. In any event, Digicel PNG submits that a consumer protection rule is not an appropriate mechanism for assessing the reasonableness of service provider pricing, and that any such consideration must be undertaken in accordance with the requirements of the NICT Act.
55. As such, Digicel PNG submits that the Draft Rule should not include any provisions relating to this question.

Are customers able to learn full about prices, cheaper pricing options, and price changes when they occur?

56. Digicel PNG provides its customers with information about pricing.
57. Customers can use the information about pricing provided by the various providers and assess which is best suited to their needs. That might be the cheapest plan where price is the dominant consideration, but other requirements – such as coverage, data or other features – may be more important than price.
58. All relevant prices, product information and details are published on Digicel websites, USSD services and Digicel Applications all of which are referred to as Digicel PNG Sales channels.
59. Digicel PNG notifies its customers of prices changes through our sales channels, SMS, often through social media and Above-The-Line (ATL) channels such as radio and TV.

How common and excess are unexpected price changes and extra charges for customers? Which types of services and service providers most often result in such unanticipated excessive charges?

60. The question posed is one that would normally be expected to be found in a consumer survey. Having said that, Digicel PNG sets its prices in a competitive market and considers those prices to be fair and reasonable having regard to the nature of the services provided and the costs associated with the provision of the services.

What steps do service providers currently take to ensure customers are well informed of prices, possible unanticipated charges, and price changes?

61. Refer to Digicel PNG response in paragraph 58 above.

Do the proposed provisions adequately ensure greater transparency and protection against bill shock, and awareness of price changes? What else should be required?

62. See our detailed comments below.

Feedback on Provisions proposed in the Draft Rule

Draft Rule Provisions	Digicel PNG Comments
8. 1. 1. Filing of Tariff Plans with NICTA	Digicel PNG suggests that this provision would be improved by the inclusion of a specific timeframe for filing – say “... within 14 days of the introduction or changing of any tariff plan”.
8.1.2. Publication of Tariff Plans	<p>Noting that the needs and circumstances of different customers might differ, if the provider is seeking to treat its customers equitably (and not merely equally), then being required to publish all plans and make them available to all customers would preclude them from having below the line plans that were available only to eligible qualifying customers. For example, a service provider may make special plans available to promote the uptake of services in certain areas or plans that are available to corporate or government employees as part of a broader package of services. Tariffs that apply to the general public are published on our sales channels, websites and ATL.</p> <p>Publicly and publish should be clearly defined in this context as, in Digicel PNG’s submission, it will not be feasible for a provider to “advertise” every offer.</p> <p>This is particularly important given low levels of literacy in Papua New Guinea and the relatively low of traditional written media such as newspapers.</p> <p>Instead, and consistent with the above, Digicel PNG</p>

Draft Rule Provisions	Digicel PNG Comments
	<p>proposes a requirement for current, standard, in-market plans to be made available via the service provider’s website, social media channels and “one to one” communications or other means to consumers to be able to review.</p>
<p>8.1.3. Transparent Advertisement of Tariffs</p>	<p>Consistent with the above, Digicel PNG does not consider it to be reasonable or feasible to inform “all” prospective customers of “all tariff options” – as “all prospective customers” would cover everyone who was in or who might visit Papua New Guinea who might take up a service with that provider.</p> <p>Similarly, a requirement to inform “all tariff options” might not make sense, as it would oblige the provider to inform a customer or would be customer of all options, even when they engaged with the provider having already formed a view as to which tariff they want.</p> <p>We suggest that this provision is unnecessary and that the minimum requirement described in section 8.1.2 should be sufficient.</p>
<p>8.2.1. Billing</p>	<p>Digicel PNG submits that service providers should only be required to include an itemisation of costs, tariffs and usage where and to the extent those things incur a separate cost.</p> <p>Where a plan includes an unlimited allowance, or where usage is limited to an included allowance – such as a certain number of messages, minutes of calls – and is either capped at that allowance, or in the case of data, excess usage is not shaped, then the bill for the plan amount should not need to be</p>

Draft Rule Provisions	Digicel PNG Comments
	<p>itemised, nor specific details of usage provided.</p> <p>Digicel PNG further suggests that the proposed requirement for a payment option that is free of fees is clarified so that it only refers to fees that may be imposed by the service provider. Fees charged by third parties such as banks are beyond the control of the service provider.</p>
<p>8.3.1. Limitations and Notification regarding price changes</p>	<p>Digicel PNG does not consider this type of provision to be consistent with the application of the NICT Act.</p> <p>In Digicel PNG's submission, the transparency obligations that are already proposed in the Draft Rule are more than adequate and additional price control measures are not warranted.</p>
<p>8.3.2. Activation and Deactivation of Value-Added Services</p>	<p>While Digicel PNG agrees that consumers should have the availability to control services consistent with the terms of provision of service we note that the service provider is entitled to deactivate value-added services for a variety of reasons, including credit management reasons.</p>
<p>8.4.1. Billing and Metering Audit</p>	<p>We agree service providers should provide advance notice of any price increases or changes to terms and conditions of service that negatively impact customers. Changes that are neutral or which are beneficial should not require advance notice to be provided.</p> <p>It is not clear what is meant by billing or metering "audits". We propose that any customer concerns or complaints regarding charges and billing should be handled through the established complaints handling</p>

Draft Rule Provisions	Digicel PNG Comments
	process.

C. Regulation of Mobile Data

Responses to Questions Posed by NICTA in the Consultation Paper

Do customers have concerns and difficulties tracking and limiting their mobile data use and costs?

63. Digicel PNG notes that there are a number of reasons that may cause customers concerns in terms of how they use their mobile data.
64. For instance, smartphones may consume data in the background (app updates, location tracking, push notifications, etc.) without the user actively browsing or otherwise actively engaging with their mobile device for it to do so.

What methods, such as more notification, data caps or other assistance will help to manage data usage and costs?

Digicel PNG provides customers with a number of ways to track and manage their data usage and costs. This includes the MyDigicel app and through the use of USSD codes. Customers can also track data usage on most common smartphones, and use the smartphone features to turn off data usage at the phone.

Are data packages and plans available from Service Providers sufficient? What other options should be available?

65. Digicel PNG sets its prices in a competitive market and considers its range of services and options that are available to be fair and reasonable having regard to the nature of the services provided and the costs associated with the provision of the services.

How easy or difficult is it for service providers to assist customers to avoid excess data charges?

66. Digicel PNG already provides a range of tariff options and tools that assist customers to manage their usage and costs of services.

D. Roaming, Switching Providers, and Portability

Responses to Questions Posed by NICTA in the Consultation Paper

How often do customers find they have been charged for roaming services without their knowledge? How much do these charges exceed their normal charges?

67. Digicel PNG takes a number of steps to ensure that customers who activate roaming on their mobile service are made aware of the costs associated with roaming usage.
68. Digicel PNG is continuously improving its systems and processes and the manner in which it informs customers about its products and services, including revisiting the information that it makes available to customers who use their services for international roaming.

Are customers able to know in advance and provide consent for roaming fees? What would make this requirement more transparent?

69. Digicel PNG takes a number of steps to ensure that customers who activate roaming on their mobile service are made aware of the costs associated with roaming usage.

How much difficulty do customers encounter in switching to new Service Providers?

70. We note that consideration of the implementation of number portability is the subject of a separate statutory process under the NICT Act and is currently being considered by NICTA. Digicel PNG suggests that questions around switching and number portability are addressed through that process.

E. Equitable Access and Treatment

Responses to Questions Posed by NICTA in the Consultation Paper

What are the main barriers and challenges faced by Persons with Disabilities and other vulnerable customers in utilizing telecommunications services? What are their greatest needs?

71. While Digicel PNG strongly supports digital inclusion and agrees that the provision of services to persons with disabilities is an important issue, we wonder if the substantive measures required to address the challenges faced by people with disabilities may be beyond the remit of the Draft Rule, and that meaningful improvements in digital inclusion would be better achieved through a Universal Access and Service (“UAS”) initiative through a separate consultation.
72. Digicel PNG also notes that this is something that should be addressed under more

generally applicable legislation and regulation on accessibility and inclusion for people with disabilities that would apply not just to service providers, but rather would set out more generally applicable principles that would apply across a broad range of organisations, including service providers.

73. Digicel PNG also notes that in order to fully benefit from content or services that are accessible to customers via a telecommunications service, those services may need to be enhanced to enable their use by persons with disabilities. However, any enhancements to those services would be outside of the control of a provider where the service or content was provided or managed by a third party.

How can telecommunication Service Providers help accommodate PWDs and improve their experience, in terms of devices, services, content and assistance?

74. See our response in paragraph 71 above.

What rules and requirements should NICTA adopt to support the needs of different types of Persons with Disabilities?

75. See our response in paragraph 71 above.

What forms of inequality, discrimination and other unfair treatment do vulnerable customers of telecommunications services face? How can NICTA best address these inequities?

76. See our response in paragraph 71 above .

What should Services Providers be required to do ensure equitable treatment for all customers?

77. See our response in paragraph 71 above.

Feedback on Provisions proposed in the Draft Rule 9.1.1. Persons with Disabilities

78. While Digicel PNG strongly supports digital inclusion and agrees that the provision of services to persons with disabilities is an important issue, we wonder if the substantive measures required to address the challenges faced by people with disabilities may be beyond the remit of the Draft Rule, and that meaningful improvements in digital inclusion better achieved through a Universal Access and Service (“UAS”) initiative through a separate consultation.

79. We further note that handset availability for people with disabilities is a complex issue depending on the nature of the disabilities that are involved.
80. Moreover, importation and supply of handsets in Papua New Guinea frequently occurs outside of the control of service providers and is driven by market demand.
81. Digicel PNG agrees that communications with consumers should be in “plain language” to the extent reasonably practicable. However, it is not clear what is anticipated or expected of providers in order for them to satisfy a requirement to offer support for consumers who do not speak English.
82. This is particularly relevant in Papua New Guinea where more than 800 different languages are spoken. It should be noted that English is an official language of Papua New Guinea and the language that is used by the Government of Papua New Guinea on its official websites is also English. It would therefore be unreasonable to expect that service providers should provide translations of written materials into any appreciable number of those 800 other languages, or to languages not commonly spoken in Papua New Guinea.
83. Nevertheless, oral communication with most Digicel PNG staff members is also possible in Tok Pisin. Further discussion on this issue is welcome so that we can better understand NICTA’s concerns and objectives.

Feedback on Provisions proposed in the Draft Rule 9.2.1. Non-Discrimination

84. Digicel PNG generally supports the proposed non-discrimination obligation.

F. Service Disruptions

Responses to Questions Posed by NICTA in the Consultation Paper

How often do customers encounter service disruptions? How inconvenient or costly are these disruptions?

85. Digicel PNG accepts that, consistent with the operation of telecommunications networks and services worldwide, service disruptions do occur from time to time.
86. However, in Digicel PNG’s submission, issues and standards around quality of service (“QoS”) are beyond the scope of this consultation and, in any case, are being addressed as part of NICTA’s recent public consultation on amendments to the *Standard and Special Conditions of Individual Licences Rule, 2011*.

What policies do Service Providers follow to notify customers of service disruptions?

87. It should be recognised that in outage situations it will not always be possible to give notice or inform all customers when service is restored. However, where outages are planned, Digicel PNG endeavours to give affected customers prior notice where it is practicable to do so.
88. Digicel PNG does not consider it to be appropriate for NICTA to seek to impose any additional regulatory measures to provide consumers compensation for outages as to do so would be beyond power and inconsistent with the remedies already available under Part XIV of the NICT Act.

G. Protection and Safety

Responses to Questions Posed by NICTA in the Consultation Paper

What types of customer information and invasion of privacy experiences have Customer had, and how have these affected people's lives and safety?

89. While Digicel PNG accepts that privacy and data protection are important issues, it is our view that they are beyond the scope of the current consultation and should be addressed separately. In particular we note the existence of the *Cybercrime Code Act 2016* and other more recent initiatives to address similar issues.

How should NICTA address privacy concerns, with what types of obligations, rules and sanctions?

90. As noted above, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.

How prevalent is on-line abuse and mistreatment among Customers? How do Service Providers work to limit and respond to such cases?

91. As noted above, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.

What specific rules and requirements should NICTA and the Government adopt to address concerns and risks relating to AI-generated information content? Which information services and providers should be responsible for addressing these

concerns?

92. As noted above, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.

Feedback on Provisions proposed in the Draft Rule

Draft Rule Provisions	Digicel PNG Comments
10.1.1. Customer Privacy, Confidentiality Rules	Digicel PNG supports the need to ensure customer confidentiality and data privacy is respected. However, as noted above, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.
10.2.1. Rules on Protection from Abuse	Digicel PNG acknowledges the concerns about scams and abuse, and the impact they can have. However, as noted above, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.

H. Rules Regarding Use of Artificial Intelligence in Customer Services

Responses to Questions Posed by NICTA in the Consultation Paper

How worried or concerned are customers about the use of Artificial Intelligence in provision of customer service?

93. Digicel PNG considers that, in principle, AI should not be a consumer protection issue. That is, appropriate rules and standards should be set in respect of confidentiality and data privacy and protection regardless of the technology that is employed.
94. Having said that, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.

Do customers have experiences of incorrect information or poor treatment by AI-based customer service systems? Please elaborate?

95. As noted above, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.

How extensive are Service Providers' current use of AI systems? What plans do they have to expand these? How will these rules affect those plans?

96. As noted above, it is our view that this issue is beyond the scope of the current consultation and should be addressed separately.

I. Complaint and Redress

Responses to Questions Posed by NICTA in the Consultation Paper

How effective and responsive are telecommunications Service Providers in resolving Customer complaints? Where are the greatest flaws and needs for improvement?

97. Digicel PNG has established systems for receiving and resolving enquiries and complaints from customers.
98. However, as discussed earlier in the Overview of Key Issues, Digicel PNG submits that, as a threshold issue, it will be vital to establish a clear definition of what is meant by the term “complaint”. This is important so that they are able to be distinguished from the myriad other contacts and interactions that routinely occur between service providers and their customers. We suggest that a useful starting point in this regard is the definition adopted in the *Australian Telecommunications (Consumer Complaints) Record-Keeping Rules 2018* which defines a “complaint” as:

“... an expression of dissatisfaction made to a carriage service provider by a consumer in relation to its telecommunications products or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by the consumer.”

99. The Australian approach also requires that the following two conditions must be satisfied for something to be considered a complaint:
- c. the consumer has communicated some form of dissatisfaction, unhappiness or frustration about the service provider’s products or how they are handling a complaint; and
 - d. the consumer explicitly or implicitly expects the service provider to provide a response or resolution to the matter.

100. We consider this to be a sensible approach and something that should also be adopted

for the purposes of the Draft Rule.

How and when should NICTA intervene to address complaints?

101. Digicel PNG recommends that NICTA only consider complaints that fall within its regulatory mandate and where the complainant has first made a genuine effort to resolve the matter directly with the service provider. Service providers should be given a reasonable opportunity to address complaints through their internal resolution processes which have been registered with NICTA.
102. As part of its initial assessment, NICTA should require complainants to submit the provider-issued complaint reference number and confirm that they have either exhausted the provider's complaints process or that the provider has failed to respond within stipulated maximum timeframes.
103. Ensuring that the complainant provided NICTA with the provider's complaint reference number would also facilitate seamless coordination between NICTA and the provider, enabling efficient case tracking and ensuring continuity across complaint handling systems, supporting more timely resolution of consumer issues.

Feedback on Provisions proposed in the Draft Rule 11. Complaint and Redress

104. Digicel PNG suggests that the provision on complaints and redress, other than a requirement for service providers to implement a complaint handling process and file relevant details of it with NICTA for its approval, be removed from the Draft Rules, and that complaints be handled separately solely under the NICTA Consumer Complaints Handling Guideline.
105. It is also important to note that NICTA's investigation and enforcement powers are specified in Part XIV of the NICT Act. Any contraventions of the NICT Act or a Mandatory Instrument are dealt with under that Part and any pecuniary penalties may only be imposed by the National Court in accordance with its provisions .

J. Compliance

Responses to Questions Posed by NICTA in the Consultation Paper

How effective are NICTA's compliance monitoring and penalties in ensuring Service Provider compliance with its regulations? How can NICTA be more effective?

106. As noted above, NICTA's investigation and enforcement powers are specified in Part XIV of the NICT Act. Any contraventions of the NICT Act or a Mandatory Instrument should be dealt with under that Part and any pecuniary penalties may only be imposed by the National Court in accordance with its provisions.

107. Digicel PNG further submits that NICTA can promote compliance through regular informal interactions with service providers and education programmes to ensure both consumers and service providers are aware of their rights and obligations.

Feedback on Provisions proposed in the Draft Rule 12.1. Rule Compliance and Monitoring

108. NICTA can also promote compliance through regular informal interactions with service providers and education programmes to ensure both consumers and service providers are aware of their rights and obligations.

109. In Digicel PNG's submission such an approach will be more appropriate and effective than seeking to require service providers to "promote awareness of this Rule to their customers and communicate the requirements of the Rule to relevant staff".

110. We also consider the proposed obligation on service providers to "do all things reasonably necessary to assist NICTA to perform its functions" to be unduly broad and to go beyond the requirements of service providers that are stipulated in the NICT Act.

ENDS