CONSUMER PROTECTION RULE (AMENDMENT) 2025

RESPONSE TO COMMENTS FROM PUBLIC CONSULATION

Issued on 27th October 2025

Contents

A. INTRODUCTION

1. Section 219 (1) of the National Information and Communications Technology Act 2009 (the "Act") empowers the National Information and Communications Technology Authority ("NICTA") to engage in a public consultation in accordance with Section 229 of the Act for the purpose of making, varying or revoking a rule or guideline.

2. Pursuant to Sections 219 and 229 of the Act, on the 16th of May 2025 NICTA commenced a public consultation into the Amendment of the Consumer Protection Rule 2014 (the "Public Consultation"). On the same date, NICTA published the "Consultation Paper: Consumer Protection Rule (Amendment) 2025"(the "First Consultation Paper").

3. Following the publication of the First Consultation Paper, NICTA received comments from stakeholders, which are summarized and addressed in NICTA's "Response to Comments Report: Public consultation Consumer Protection Rule (Amendment) 2025", issued on xx of August 2025 (the "First Response to Comments Report").

4. Following the first phase of the Public Consultation and considering the comments received from interested parties, NICTA will conduct a second round of public consultations for the same.

5. NICTA received comments from the following stakeholders:

   a) Digicel (PNG) Limited, dated 11th July 2025.

   b) Digitec Communications Limited T/A Vodafone PNG dated 27th June 2025.

   c) Telikom Limited, dated 10th July 2025.

   d) Garamut Connect Limited, dated 13th June 2025.

   e) Mynet Limited, dated 10th June 2025.

6. Digicel provided extensive comments in its submission dated 11th July 2025. NICTA responds first to Digicel's comments and then addresses the comments from other stakeholders.

B. COMMENTS RECEIVED FROM DIGICEL PNG LIMITED AND NICTA'S RESPONSE

(i) Digicel's comments in the Overview of Key Issues section for the definition of Key terms and concepts that need to be defined, paragraphs 25 through to 38

7. In paragraphs 25 though 30, Digicel proposes few definitions it considers to be consistent with international practice be adopted. Digicel (wants) that the application of the Draft Rule be only relevant to the "consumers" and not to the wider group of "retail customers" (as defined in the NICT Act?) and suggests that the term "Consumer" be defined in a way that is consistent with the definitions adopted in Australia under the TCP Code, New Zealand under its Fair Trading Act 1986 and the UK under Ofcom.

8. In paragraphs 31 and 32, Digicel points out that the emphasis of these definitions is on the protection of individuals who may not be in a position to negotiate the terms of supply of a service and that having a clear definition of "consumer" is important to ensure that the Draft Rule is directed to the appropriate audience and provides a reasonable balance between the rights of customers and the legitimate interests of service providers.

9. In paragraphs 33 and 34, Digicel suggests that the term "tariff plan" also be defined and be based of the definition of the term "Offer" from the Australian TCP Code which refers to the standard in-market pricing plans provided by the service provider and which excludes any special offers such as in promotions.

10. In paragraphs 35 to 38, Digicel suggests that the term "complaints" be also defined and be based of the definition of the same as adopted in the Australian Telecommunications (Consumer Complaints) Record Keeping Rules 2018. This definition requires that the following two conditions be satisfied for something to be considered a "complaint":

a. the consumer has communicated some form of dissatisfaction, unhappiness or frustration about the service providers 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.

(i) NICTA'S response to the Overview of Key Issues section for the definition of Key terms and concepts that need to be defined, paragraphs 25 through to 32 of Digicel's submission

11. Digicel recommends clearer definitions for key terms such as "Consumer", "Tariff Plan" and "Complaint". NICTA acknowledges the importance of precise definitions for enforcement and compliance. The Draft Rule incorporates these definitions (Part 8, CPR 2025) to address Digicel's concerns:

a. NICTA defines consumer as an individual, business or non-profit organisation which acquires a product or ser-vice for the primary purpose of personal or domestic use and not for resale.

c. NICTA agrees with Digicel's concerns that while the emphasis of these definitions is on the protection of individuals who may not be in a position to negotiate the terms of supply of a service, having a clear definition of "consumer" is important to ensure that the Consumer Protection Rule 2025 (Amendment) is directed to the appropriate audience and provides a reasonable balance between the rights of customers and the legitimate interests of service providers.

(ii) NICTA'S response to the Overview of Key Issues section for the definition of Key terms and concepts that need to be defined, paragraphs 33 and 34 of Digicel's submission

12. NICTA will consider Digicel's suggestions to define the term "tariff plan" based of the definition of the term "Offer" from the Australian TCP Code as referring to the standard in-market pricing plans provided by the service provider and which excludes any special offers such as in promotions.

Tariff Plan means the specific price schedule for services. That is the specific pricing structure that applies to telecom services (calls, SMS, data, subscriptions, etc.) setting the charges, rates, validity, and billing method for a particular service which must be filed with or approved by NICTA.

(iii) NICTA'S response to the Overview of Key Issues section for the definition of Key terms and concepts that need to be defined, paragraphs 35 and 38 of Digicel's submission

13. NICTA will consider Digicel's suggestions to define the term "complaints" based on the definition of the same as adopted in the Australian Telecommunications (Consumer Complaints) Record Keeping Rules 2018 including the two conditions mentioned, that make up "complaint".

Complaint means any expression of dissatisfaction made to a licensee related to its products or services and requiring a response or resolution.

(iv) Digicel's comments in Section A, Response to Questions Posed by NICTA - 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? Paragraphs 46 and 47

14. While Digicel PNG acknowledges the importance of relevant rules and guidelines in respect of the provision of customer information to enable informed purchase choices when acquiring telecommunications services, Digicel PNG also submits that 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 pointed out in its submission, 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.

(v) NICTA'S response to Digicel's comments in Section A, Response to Questions Posed by NICTA - 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? Paragraphs 46 and 47 of Digicel's submission

15. NICTA has considered Digicel's position on the consistency of Draft Consumer Protection Rule (Amendment) 2025 and the provisions that are purported to be beyond the stated objectives of the Rule and provides the following response.

Digicel's Submission on Clause 10 – Consumers Right to Information of the Draft Consumer Protection Rule 2025 (Amendment) is beyond the stated objectives of the Rule:

Objectives of the Draft Rule (Clause 6)

The Draft Rule sets out clear objectives:

- To safeguard consumer rights.
- To promote fairness, transparency, and accessibility.
- To strengthen consumer protection in ICT services.

Clause 10 requires licensees to provide:

- Plain-language information about services;
- Critical Information Summaries (CIS);
- Clear and accurate billing and usage information.

These provisions are designed to ensure that consumers can make informed choices about ICT services.

Alignment with Draft Rule Objectives

- Transparency: Clause 10 directly implements the Draft Rule's commitment to transparency in service provision.

- Consumer Rights: Providing accurate and accessible information is a fundamental consumer right, expressly included in Clause 6.

- Fairness: Preventing misleading or incomplete information addresses fairness concerns in consumer transactions.

Consistency with NICTA Act 2009

- s.2(f): Community safeguards.
- s.3: Proportionate regulation in the public interest.
- ss.157–162: Retail service determinations may regulate consumer information obligations.

The Act clearly empowers NICTA to require disclosure of service information. Clause 10 is not beyond the objectives of the Draft Rule. On the contrary, it is central to achieving them:

- It operationalizes the goals of transparency and consumer rights.

- It falls within the powers of the NICTA Act 2009.

- Digicel's claim appears to reflect concerns over compliance burden rather than a genuine legal overreach.

Clause 10 on the provision of information to consumers is therefore an essential consumer protection measure that strengthens trust and fairness in PNG's ICT sector.

(vi) Digicel's comments in Section A, Informed Consumer Choice, Response to Questions Posed by NICTA – Should any additional provisions or requirements be mandated? And, Do the provisions impose any unreasonable burdens upon Service Providers to comply? – Feedback on Provisions proposed in the Draft Consumer Protection Rule (Amendment) 2025

Provisions	Digicel Comments	NICTA's Response
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 this provision to be reasonable but wants the term/phrase" readily available", to be defined.	The phrase "readily available" simply emphasises the need promptness for service providers to have updated information on their products/services to provide to customers upon request/query.
○ 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.	Digicel suggests that the proposed duty to inform is be met by making that information available on a service provider's website or in store. Also that it would be impractical for customers to obtain itemised usage and costs, "after every call, SMS or data usage". It would impose a significant additional burden on providers, providing such notification after every call or message and would result in customers receiving a large number of additional messages.	NICTA agrees with Digicel's proposition and will consider amending the provision. It would be beneficial for customers to receive notifications at intervals of 20%, 50% and 80% of their credit and data usage balance.

	Digicel instead, 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.	
Provisions	**Digicel Comments**	**NICTA's Response**
7.1.2. Critical Information Summary		
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 abilities, the possible range of cost, a description of various potential fees, and contact information for customer service.	Digicel proposes a similar approach to that of the CIS under the Australian TCP Code where it be very prescriptive as to what information is required to be included in a CIS as it enables the comparison of different plans with the same provider, as well as the comparison of plans from different providers.	NICTA notes Digicel's proposal however, maintains that a CIS is required for all service providers that provide telecommunication products and services. As referenced by Digicel, NICTA will amend this provision to reflect that under the Australian TCP and to capture specific details which will aid customers compare features and prices from different service providers including what to expect, such as: ➢ what is included in the product, service or plan, and what is limited or excluded ➢ the fees and charges for the product or service ➢ duration of the offer ➢ costs to use roaming service ➢ how to go about to resolve a complaint

Provisions	Digicel Comments	NICTA's Response
○ 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.	Digicel argues that 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".	NICTA will amend this provision to ensure that the CIS must contain information about the product/service key features and pricing details without any minimum or maximum page requirement.
○ Service Providers must also have available additional information for customers outside of the CIS. This shall include the following: product descriptions, manufacturers' names, 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.	Digicel requests a relevancy requirement in respect of any additional information that is required to be provided outside of the CIS. Digicel states as an example, that it is not clear what manufacturers' names, technical 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.	This information requirement is to complement the information provision requirements specified in 7.1.1 and is intended as an information requirement so that customers are provided with sufficient information to aid in their decision making where the information provided in the CIS is insufficient.

Provisions	Digicel Comments	NICTA's Response
○ 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.	Digicel suggests that rather than requiring that usage history, costs and tariff information must be made available in an app only, 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.	NICTA will consider Digicel's suggestions and amend this provision accordingly.
7.2.1. Advertising, Sales, Contracts, and Customer Service		
○ Telecommunications Service Providers shall not activate or deactivate service plans or value-added services without explicit customer permission.	Digicel agrees that services and value-added services should not be activated without a customer indicating their agreement to do so and that the agreement could be given electronically by signing up for a value-added service, or to add or change a plan. Digicel cites several circumstances where it would be reasonable and appropriate for a provider to be	NICTA notes Digicel's points and will amend the provision accordingly to allow for exceptions.

	entitled to suspend or deactivate a service plan or value-added service without a customer's explicit permission. Those circumstances would include: • 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 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 • 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.	
	Digicel PNG submits that this is only practical where the sole element of	

○ Advertisements for internet-only plans must include the price for one megabyte of data.	the plan or service is data and does not work where there are other elements making up the price, such as non-data aspects like voice and/or sms.	This provision will be amended to state the price for one standard megabyte of data (out-of-bundle).
Provisions	**Digicel Comments**	**NICTA's Response**
7.3.1. Facility to Provide Information on Retail Customer Account		
○ 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. ○ Sales Representatives shall be thoroughly trained and monitored to ensure desirable service and to address any potential issues with customer service that may arise.	Digicel states that it is not clear how such a requirement would be measurable or enforceable in practice and suggest that the principle is already covered under 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 material omissions, relevant [and] current". Digicel points out that although it supports the need to ensure sales representatives and customer service representatives are adequately trained to perform the required roles, the two roles are quite different and are likely to require different skills and knowledge.	NICTA agrees with Digicel's points and will amend the provisions accordingly to emphasize the need for adequate training for both sales representatives and customer service representatives. NICTA would also like to point out the fact that although service providers have established customer care systems and procedures that are reasonably accessible by customers, it is equally important to have adequately trained and knowledgeable representatives manning these systems to ensure satisfactory customer service.

	Digicel further notes 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.	
Provisions	**Digicel Comments**	**NICTA's Response**
○ 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.	Digicel references the Australian TCP Code under which 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". Digicel draws the distinction between that and this provision as 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	NICTA agrees with Digicel's views and will amend the provision accordingly.

	needs, and hence whether the product would suit those needs.	
Provisions	**Digicel Comments**	**NICTA's Response**
7.4.2. Credit and Debt Management		
○ 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.	Digicel PNG agrees that credit assessments for post-paid customers provide an important protection for both the consumer and the service provider. 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. 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.	The provision relates to instances where a customer who may be a high net worth individual and seeking post-paid service or where service providers may develop and provide products/services on credit or lay-by schemes targeting a certain segment of its customer base who may be deemed credit worthy or having stable income etc.
○ Service Providers must ensure Customers are given adequate notice regarding a decision by the Supplier to	Digicel submits that there should be an exception to this under which a provider would be entitled to	NICTA agrees with Digicel's concerns and will amend this provision to include exceptions where the circumstances prove reasonable

Restrict, Suspend or Disconnect their Telecommunications Service for Credit and/or debt Management reasons.	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.	and appropriate to entitle the service provider to suspend or terminate a service without prior notice.
○ 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.	One way NICTA will assess compliance will be through complaints raised by customers related to the requirements under this provision.
7.5.1. Activation and Deactivation of Data Services		
○ 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.	Digicel disagrees with the provision that a service provider must provide credit forgiveness or forgiveness for accidental excess data usage. Digicel submits that service providers should have discretion as to how to handle customer issues where a customer unintentionally or	NICTA agrees with Digicel's concerns and will amend the provision to reflect the exceptions accordingly.

	unknowingly uses the credit or data allowances.	
Provisions	**Digicel Comments**	**NICTA's Response**
7.5.2. Changing Service Providers		
	The purpose of these proposed provisions in the context of the Papua New Guinea market is unclear to Digicel PNG. It is also unaware of any circumstances where a service provider has sought to transfer its customers to another service provider. 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.	NICTA will re-assess the relevancy of this provision

(vii) Digicel's comments in Section B, Fair and Reasonable Pricing, Response to Questions Posed by NICTA – Do customers find the prices for voice and data services are fair and reasonable and, if not, in what ways? Paragraphs 52 to 55.

16. In paragraphs 52 to 55, Digicel submits that its pricing is fair and reasonable and are reviewed occasionally in response to changes in the market. However, Digicel considers that a consumer protection rule is not an appropriate mechanism for assessing pricing and thus should not include any provisions related to pricing.

(viii) NICTA's response to Digicel's comments in Section B, Fair and Reasonable Pricing, Response to Questions Posed by NICTA – Do customers find the prices for voice and data services are fair and reasonable and, if not, in what ways? Paragraphs 52 to 55.

17. NICTA disagrees with Digicel's views in that the provisions under Fair and Reasonable Pricing do not seek to assess price nor does the Consumer Protection Rule (Amendment) 2025, but to provide principles to guide service providers when making their price plans available for customers.

The Draft Rule will not regulate prices but requires transparent disclosure of pricing, costs and charges.

(ix) Digicel's comments in Section B, Fair and Reasonable Pricing, Response to Questions Posed by NICTA – Do the proposed provisions adequately ensure greater transparency and protection against bill shock, and awareness of price changes? What else should be required? – Feedback on Provisions proposed in the Draft Consumer Protection Rule (Amendment) 2025

Provisions	Digicel Comments	NICTA's Response
8. 1. 1. Filing of Tariff Plans with NICTA		
○ Telecommunication service providers will file all tariff plans with NICTA promptly upon introduction or changing of any tariff plan	Digicel 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".	NICTA agrees with Digicel's view and will amend provision to include a specific time frame.
8.1.2. Publication of Tariff Plans		
○ Telecommunication service providers will publicly publish all tariff plans and make them available for all customers.	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. Digicel instead 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.	NICTA agrees with Digicel's views in that Standard tariffs that apply to the public be published on all sales channels – websites, USSD, Apps etc. While special plans or below the line plans be made available only to eligible qualifying customers. Such as may be in the form of special plans made 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.

Provisions	Digicel Comments	NICTA's Response
8.1.3. Transparent Advertisement of Tariffs		
○ Telecommunication service providers must clearly and prominently communicate all tariffs through public advertising and through online and other marketing channels. All customers and prospective customers must be informed of all tariff options.	Digicel 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. 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. Thus, Digicel suggests that this provision is unnecessary and that the minimum requirement described in section 8.1.2 should be sufficient.	NICTA will consider Digicel's views.
8.2.1. Billing		
○ Service provider bills for post-paid customers will be available for customers on promised dates and include a full itemization of costs,	Digicel PNG submits that service providers should only be required to include an itemisation of costs, tariffs and usage	NICTA will consider Digicel's views.

fees, tariffs and usage history. The bill will be easy to access for a minimal cost and there will be at least one payment option that is free of additional fees. Bills must be issued within 10 days of the billing period.	where and to the extent those things incur a separate cost. 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 itemised, nor specific details of usage provided. Digicel 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.	
8.3.1. Limitations and Notification regarding price changes		
○ NICTA will adopt rules regarding adequate timing, notice and other limitations on price changes	Digicel does not consider this type of provision to be consistent with the application of the NICT Act. In Digicel PNG's submission, the transparency obligations that are already proposed in the Draft Rule are more than	NICTA will consider Digicel's views.

	adequate and additional price control measures are not warranted.	
Provisions	**Digicel Comments**	**NICTA's Response**
8.3.2. Activation and Deactivation of Value-Added Services		
○ As protection against bill shock and unreasonable prices, customers will have full clear control over activating and de-activating value-added services.	Digicel argues that the service provider is entitled to deactivate value-added services for a variety of reasons, including credit management reasons.	NICTA agrees with Digicel's views and will amend this provision accordingly.
8.4.1. Billing and Metering Audit		
○ Telecommunication service providers will provide notifications about price or usage changes including offering billing and metering audits.	Digicel agrees that 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. It is also not clear to Digicel what is meant by billing or metering "audits".	NICTA maintains that advance notice must be provided for any changes Regardless of the impact being positive or negative. "Audits" refers to the term in its literal meaning wherein the service provider conducts an audit. For instance, Digicel is understood to have changed its billing system earlier in August which warranted an advance notification to customers.

(x) Digicel's comments in Section D, Roaming Switching Providers and Portability, Response to Questions Posed by NICTA – How much difficulty do customers encounter in switching to new Service Providers? Paragraph 70.

18. In paragraph 70, Digicel points out 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 therefore suggests that questions around switching, and number portability are addressed through that process.

(xi) NICTA's response to Digicel's comments in Section D, Roaming Switching Providers and Portability, Response to Questions Posed by NICTA – How much difficulty do customers encounter in switching to new Service Providers? Paragraph 70.

19. NICTA has consider Digicel's views and omitted the provisions on number portability.

(xii) Digicel's comments in Section E, Equitable Access and Treatment, Response to Questions Posed by NICTA – 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? Paragraph 71 to 73.

20. In paragraphs 71 to 73, Digicel PNG questions whether the substantive measures required to address the challenges faced by people with disabilities is 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.

It points out that, this 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.

Digicel points out that content or services that are accessible to customers via a telecommunications service 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.

(xiii) NICTA's response to Digicel's comments in Section E, Equitable Access and Treatment, Response to Questions Posed by NICTA – 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? Paragraph 71 to 73.

21. NICTA consider Digicel's views and provides the following response.

Objectives of the Draft Rule (Clause 6)

The Draft Rule clearly sets out objectives to:

- Safeguard consumer rights.
- Promote fairness, transparency, and accessibility.
- Strengthen consumer protection in ICT services.

Accessibility is explicitly included, providing the basis for Clause 15.

Clause 15 requires licensees to:

- Provide non-discriminatory treatment of consumers.
- Ensure equitable access to ICT services for disadvantaged and vulnerable people including people with disabilities.

This clause translates the Draft Rule's objectives into practical obligations for ICT providers.

Alignment with NICTA Act 2009

- s.2: Objectives include promoting affordable, efficient, and accessible ICT services for all.
- s.3: Requires regulation to be in the public interest, safeguarding consumers.

Digicel argues that disability inclusion requires broader social policy measures. While national disability strategies may be broader, ICT service providers have a clear responsibility under the NICTA Act and Draft Rule to avoid discrimination and to ensure services are reasonably accessible to all users. Clause 15 therefore, does not impose a national disability policy rather it simply enforces equal treatment in ICT services, which is within NICTA's remit and as such, Clause 15 is not beyond the objectives of the Draft Rule. On the contrary, it directly implements the commitment to accessibility and is supported by the NICTA Act's universal access obligations. Digicel's concern appears to focus on compliance burden rather than legal overreach.

Clause 15 is therefore an essential safeguard for fairness and inclusion in PNG's ICT sector, ensuring that no group is left behind.

(xiv) Digicel's comments in Section F, Service Disruptions, Response to Questions Posed by NICTA in the Consultation Paper - How often do customers encounter service disruptions? How inconvenient or costly are these disruptions? Paragraphs 85 and 86.

22. In paragraphs 85 and 86, Digicel PNG accepts that service disruptions do occur from time to time. However, Digicel argues that issues and standards around quality of service ("QoS") are beyond the scope of this consultation and are being addressed as part of NICTA's recent public consultation on amendments to the Standard and Special Conditions of Individual Licences Rule, 2011.

(xv) NICTA's response to Digicel's comments in Section F, Service Disruptions, Response to Questions Posed by NICTA in the Consultation Paper - How often do customers encounter service disruptions? How inconvenient or costly are these disruptions? Paragraphs 85 and 86.

23. NICTA has considered Digicel's views and provides the following response:

Consumer-facing transparency obligations concerning service quality are separately established under this Rule, including requirements for minimum service standards (Clause 16), service disruption notifications (Clause 16.3), disclosure of key QoS parameters in Critical Information Summaries (Clause 10.3), and prohibitions on misleading representations of service quality in advertising (Part 10.4).

These obligations are consistent with the objectives of the Act (Sections 2 and 3) and are intended to safeguard end-user consumers, as defined in Clause 8 of this Rule.

Hence, the Draft Rule Clause 16 – Quality of Service and Performance, which requires licensees to meet minimum quality standards (e.g., reliability, speed, latency, availability) and provide performance metrics is explicitly part of the Draft Rule text, so it is within the scope of consultation.

(xvi) Digicel's comments in Section F, Service Disruptions, Response to Questions Posed by NICTA in the Consultation Paper - What policies do Service Providers follow to notify customers of service disruptions? Paragraphs 87 and 88.

24. In paragraphs 87 and 88, Digicel contends 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 endeavours to give affected customers prior notice where it is practicable to do so.

Furthermore, Digicel 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.

(xvii) NICTA's response to Digicel's comments in Section F, Service Disruptions, Response to Questions Posed by NICTA in the Consultation Paper - What policies do Service Providers follow to notify customers of service disruptions? Paragraphs 87 and 88.

25. In relation to paragraph 87, NICTA understands that service providers do have robust network monitoring systems whereby any outages occurring are immediately identified and communicated to the appropriate personnel to rectify the issue. While doing so, service providers should therefore be able to simultaneously extend the same communications to their customer base. Hence, NICTA maintains the requirement under the provision.

In relation to paragraph 88, it wouldn't be fair for customers to not be able to fully utilize their subscribed plans because of a network outage. NICTA understands that service providers also depend on third-party services where some outages may be as a result of occurrences from third-party services. Nonetheless, customers should be compensated where outages are attributed to a licensee service provider and not from a third-party or natural disaster. NICTA maintains the requirement under the provision but provides an exemption for service disruptions where the licensee is not the cause or is outside of its control.

(xviii) Digicel's comments in Section G, Protection and Safety, Response to Questions Posed by NICTA in the Consultation Paper - Paragraphs 89 to 92.

26. In paragraphs 89 to 92, Digicel accepts that privacy and data protection are important issues, however, argues that it is beyond the scope of the current consultation and should be addressed separately. Digicel points out the existence

of the Cybercrime Code Act 2016 and other more recent initiatives to address similar issues.

(xix) NICTA's response to Digicel's comments in Section G, Protection and Safety, Response to Questions Posed by NICTA in the Consultation Paper - Paragraphs 89 to 92.

27. NICTA has considered Digicel's views to address privacy concerns separately and provides the following response:

Digicel submits that matters of privacy and data protection fall outside the scope of the Draft Consumer Protection Rule (Amendment) 2025 and should instead be dealt with under the Cybercrime Code Act 2016 or other legislative initiatives.

NICTA acknowledges that the Cybercrime Code Act addresses criminal offences relating to unauthorised access, identity theft, and cybercrime. However, the Consumer Protection Rule is not intended to duplicate or replace that framework. Rather, it establishes baseline consumer safeguards consistent with NICTA's statutory mandate under Sections 2(f), 3, 218 and 229 of the NICT Act 2009. These safeguards include ensuring that consumers are provided with clear and transparent information about how their personal data is collected and used, and that licensees adopt minimum practices to protect such data from misuse. Such measures are integral to consumer protection and fall squarely within the objectives of the Act. Accordingly, while broader privacy frameworks may be developed through separate instruments, NICTA considers that consumer-facing obligations on privacy and data security are properly within the scope of the Draft Rule.

(xx) Digicel's comments in Section G, Protection and Safety, Feedback on provisions in the Draft Rule.

Provision	Digicel's Comments	NICTA's Comments
10.1.1. Customer Privacy, Confidentiality Rules		
○ Service providers must ensure that all customers or former customers' personal information is protected from unauthorized use of disclosure	Digicel supports the need to ensure customer confidentiality and data privacy is respected. However, it views that this issue is beyond the scope of the current consultation and should be addressed separately.	NICTA has considered Digicel's views to address privacy concerns separately and has responded in paragraph 27 above.

10.2.1. Rules on Protection from Abuse		
NICTA will adopt rules on protection of consumers from abuse	Digicel acknowledges the concerns about scams and abuse, and the impact they can have. However, it maintains its view that this issue is beyond the scope of the current consultation and should be addressed separately.	NICTA will consider Digicel's views to address privacy concerns separately.

(xxi) Digicel's comments in Section H, Rules Regarding Use of Artificial Intelligence in Customer Services, Response to Questions Posed by NICTA in the Consultation Paper - Paragraphs 93 to 96.

28. In paragraphs 93 and 94, Digicel views that 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 and that this issue is beyond the scope of the current consultation and should be addressed separately.

(xxii) NICTA's response to Digicel's comments in Section H, Rules Regarding Use of Artificial Intelligence in Customer Services, Response to Questions Posed by NICTA in the Consultation Paper - Paragraphs 93 to 96.

29. NICTA has considered Digicel's views to address AI concerns separately where Digicel contends that AI should not be treated as a consumer protection issue. NICTA provides the following response:

The Draft Rule is technology-neutral (Clause 9, CPR 2025). Therefore, obligations apply equally regardless of whether service providers use AI or other methods, ensuring consumers are not misled or disadvantaged.

(xxiii) Digicel's comments in Section I, Complaints and Redress – Feedback on Provisions proposed in the Draft Rule 11. Complaints and Redress. Paragraphs 104 and 105.

30. In paragraphs 104 and 105, Digicel 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 Consumer Complaints Handling Guideline.

Digicel further stresses that NICTA's investigation and enforcement powers are specified in Part XIV of the NICT Act where 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.

(xxiv) NICTA's response to Digicel's comments in Section I, Complaints and Redress – Feedback on Provisions proposed in the Draft Rule 11. Complaints and Redress. Paragraphs 104 and 105.

31. NICTA has considered Digicel's views that complaints be addressed separately under the Consumer Complaints Management System Guideline and provides the following response:

The Draft Rule sets minimum obligations for complaint handling (Clause 19, CPR 2025), while the Guideline provides operational detail. This ensures statutory enforceability under Part XIV (Offences, Penalties and Enforcement, ss.274–281) of the NICT Act.

(xxv) Digicel's comments in Section J, Compliance – Feedback on Provisions proposed in the Draft Rule 12.1. Rule Compliance and Monitoring. Paragraphs 108 and 110.

32. In paragraphs 108 to 110, Digicel suggests 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. Digicel views that 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".

Digicel 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.

(xxvi) NICTA's response to Digicel's comments in Section J, Compliance – Feedback on Provisions proposed in the Draft Rule 12.1. Rule Compliance and Monitoring. Paragraphs 108 and 110.

33. NICTA will consider Digicel's views and amend where appropriate.

C. COMMENTS RECEIVED FROM VODAFONE PNG LIMITED AND NICTA'S RESPONSE

34. In its response to the proposed provisions of the Draft Consumer Protection Rule (Amendment) Rule 2025, Vodafone highlights issues under 10 categories. This are summarised below.

(i) Vodafone's comments in Section 1 on Informed Consumer Choice 3.1.1. Information to be provided by the Telecommunication Service Providers to Retail Customers, including clear and accurate information and provision of usage data including an itemized 6-months usage history.

- Most information is provided to customers via website where all information is available and updated on a timely basis
- Post-paid customers get an itemized bill every month
- Prepaid customers can obtain information on their transaction history on the My Vodafone App and can request further details from Vodafone
- Customers get an After Call Notification after voice call to indicate the minutes and charges incurred. Threshold notification alerts are sent out for data balance remaining.
- With respect to the 6 months of itemized transaction history, Vodafone believes that it would be far more practical and cost effective to provide one (1) month's data usage information. Vodafone notes that with increased reporting and services, costs will naturally go up and be passed on to consumers. In the absence of a clear benefits case for the additional data, Vodafone does not consider that the benefits would outweigh the costs.

(ii) NICTA'S Response to Vodafone's comments in Section 1 on Informed Consumer Choice 3.1.1. Information to be provided by the Telecommunication Service Providers to Retail Customers, including clear and accurate information and provision of usage data including an itemized 6-months usage history.

35. NICTA notes the concerns raised by Vodafone citing costs and benefit considerations wherein which case costs will be passed on to consumers. Nonetheless, NICTA notes that it is inline with global best practice to retain customer data from 6-months up to 2 years and to make customer data available

on request to law enforcement authorities for the purpose of investigation, detection and prosecution of serious crime including terrorism and/or acquittals of innocent persons. All functions of consumer protection.

(iii) Vodafone's comments in Section 1 on 3.1.1 Critical Information Summary.

36. In relation to this provision, Vodafone notes that it is already providing a significant amount of information to its consumers via its website, USSD and App. It does not object to the provision of a "critical information summary" to be provided to all customers. This should ideally be provided online, and through posters, flyers etc in store.

(iv) NICTA'S Response to Vodafone's comments in Section 1 on 3.1.1 Critical Information Summary.

37. NICTA shares Vodafone's view that it is already providing a significant amount of information to its consumers via multiple mediums as mentioned above. However, should provide CIS for products and services where necessary.

(v) Vodafone's comments in Section 1 on 3.1.2 Protection from Fraud, deceptive advertising, inappropriate sales techniques.

38. In relation to this provision, Vodafone states that it does not object to the provision but notes that:

- Prepaid customers will lose access to service plans if the SIM card expires and there is no recharge or top-up before expiry. This should provide an exception to the general protection proposed against service deactivation.
- Vodafone PNG does not consider that there should be a requirement for a mandatory inclusion of price per MB of data in advertisements. The reason is that it is complex particularly due to the widespread use of bundled voice/data plans. It would be possible to provide an online tool for customers to calculate an estimated price per MB. Vodafone considers that most customers would already know how much data is included in the plan as per the subscription chose via USSD or the My Vodafone App.

(vi) NICTA'S Response to Vodafone's comments in Section 1 on 3.1.2 Protection from Fraud, deceptive advertising, inappropriate sales techniques.

39. NICTA agrees with Vodafone's comments and will amend the provision to allow for exceptions for service deactivation and the mandatory inclusion of price per MB of data in advertisements to be out of bundle standard rate per MB.

(vii) Vodafone's comments in Section 1 on 3.1.4 Customers right to access detailed information about billing and usage including:

- **Data Usage Alerts and Notifications**
- **Detailed Bill Break Down**
- **Credit and Debt Management**

40. Vodafone does not believe it should be required to offer spend management tools, including offline options, though it acknowledges consumers might benefit from such information but better managed by independent consumer protection agencies. As an operator, it can suggest plans based on user needs. For post-paid services, detailed bills are provided, while pre-paid services only offer usage and balance details; itemized bills for pre-paid can be provided for an additional charge if needed, which is standard practice elsewhere.

(viii) NICTA'S Response to Vodafone's comments in Section 1 on Informed Consumer Choice - 3.1.4 Customers right to access detailed information about billing and usage

41. NICTA will consider Vodafone's comments.

(ix) Vodafone's comments in Section 2 on Fair and Reasonable Pricing - 3.2.1 Publicly available tariff plans

42. Vodafone publishes all "above the line" tariff plans. Vodafone does offer some "below the line" customized plans to larger corporate customers which should be exempted from such tariff filing to promote competition through discounting.

(x) NICTA'S Response to Vodafone's comments in Section 2 on Fair and Reasonable Pricing - 3.2.1 Publicly available tariff plans

43. NICTA agrees and will consider Vodafone's comments.

(xi) Vodafone's comments in Section 3 on Roaming, Switching Providers and Portability - 3.4.1 Roaming Rules Applicable to Consumer Protection

44. Vodafone suggests that provision of information as to how roaming works including notifications and control using the phones operating system, can and should be provided by providers on its website and through account managers for Business Customers and by Customer Care for Prepay customers.

(xii) NICTA'S Response to Vodafone's comments in Section 4 on Roaming, Switching Providers and Portability - 3.4.1 Roaming Rules Applicable to Consumer Protection

45. NICTA agrees with Vodafone's comments that service providers should provide roaming information in this manner.

(xiii) Vodafone's comments in Section 4 on Roaming, Switching Providers and Portability - 3.4.2 Mobile Number and Data Portability

46. Vodafone notes that there has been no progress with the MNP and the industry still awaits the results of the consultation. Vodafone points out that termination penalties are a standard practice where they result from early termination of a contract for service and Vodafone has incurred upfront costs which are recovered over the life of the contract. This is also a global standard practice, and customers always have the option to sign up on a non-contractual plan.

(xiv) NICTA's response to Vodafone's comments in Section 4 on Roaming, Switching Providers and Portability - 3.4.2 Mobile Number and Data Portability

47. NICTA notes and will consider Vodafone's comments.

(xv) Vodafone's comments in Section 5 on Equitable Access and Treatment - 3.5.1 - 3.5.2 Disable, vulnerable customer support and equal treatment of customers.

48. Vodafone argues that there are certain limits to what it can achieve in a cost-effective manner particularly that rules relating to provision of services to all regions including remote and underserved areas is contingent on other government policies such as the release of low band (900MHZ) spectrum which Vodafone has sought to efficiently expand its coverage.

(xvi) NICTA's response to Vodafone's comments in Section 5 on Equitable Access and Treatment - 3.5.1 -3.5.2 Disable, vulnerable customer support and equal treatment of customers.

49. NICTA notes and will consider Vodafone's comments.

(xvii) Vodafone's comments in Section 6 on Service Disruptions - 3.6.1 Service Disruptions and Downtime Notifications.

50. Vodafone keeps its customers in the impacted areas informed through sms blasts and social media channels enabled for customer interactions and awareness.

Any requirements regarding compensation should be closely targeted to situations where Vodafone is the cause of the service disruptions and provide for exceptions where the cause is not within Vodafone's control. Vodafone notes that it is dependent on other service providers to provide service continuity (e.g. DataCo) including continuity of electricity supply. It is also unclear what arrangements should apply when Vodafone's equipment is the subject of vandalism.

(xviii) NICTA's response to Vodafone's comments in Section 6 on Service Disruptions - 3.6.1 Service Disruptions and Downtime Notifications.

51. NICTA agrees with Vodafone's views that any requirements regarding compensation should be closely targeted to situations where Vodafone is the cause of the service disruptions and provide for exceptions where the cause is not within Vodafone's control.

(xix) Vodafone's comments in Section 7 on Protection and Safety - 3.7.2 Protection from Abuse and Mistreatment.

52. Vodafone has no insight into content used to bully or abuse, as it does not control or filter content by users and practices net neutrality by not prioritizing or de-prioritizing any content.

It would be advisable for NICTA to work with relevant authorities to strengthen laws on cyber bullies or similar.

(xx) NICTA's response to Vodafone's comments in Section 7 on Protection and Safety - 3.7.2 Protection from Abuse and Mistreatment.

53. NICTA notes Vodafone's comments, however, points out that service providers have complete control over communications occurring on their network sms and call times and duration hence can prevent abuse by blocking or deactivating telecommunication service of the source of the abusive communications where it is reported by the victim and verified by the service provider.

(xxi) Vodafone's comments in Section 8 on Use of Artificial Intelligence in Customer Services - 3.7.3 Data Privacy and Security in AI Systems

54. Vodafone supplies network services not AI services. Service providers provide connectivity and do not have control over access to allow customer content to be shared to AI systems on the internet. Consequently, such rules are better directed to service providers (OTT or hyper scalers).

Customer interactions with third-party applications is beyond Vodafone's control and it cannot be held responsible for data use by AI systems.

(xxii) NICTA's response to Vodafone's comments in Section 8 on Use of Artificial Intelligence in Customer Services - 3.7.3 Data Privacy and Security in AI Systems

55. The provision relates to service providers using AI systems to enhance their services or provide other functions of their services to customers where in such instances, they (service providers) should be able to have control of the AI systems functionality used relative to customer data protection. NICTA will amend the provision to clarify this.

(xxiii) Vodafone's comments in Section 8 on Use of Artificial Intelligence in Customer Services - 3.8 Rules regarding use of AI in customer services.

56. Vodafone is considering use of AI and agrees that it is reasonable to provide some protections relating to the use of AI in customer service functions, although there should be a clear case that there are problems that have emerged or would be likely to emerge with greater use of AI.

Vodafone agrees that where AI systems are used, it will adopt industry best practices and all information on how AI is used should be clearly available on its website and/or APP. Vodafone is willing to work with NICTA to ensure that the platforms do not pose privacy issues and so that customers will be aware of the pros and cons of the AI platforms being made available.

(xxiv) NICTA's response to Vodafone's comments in Section 8 on Use of Artificial Intelligence in Customer Services - 3.8 Rules regarding use of AI in customer services.

57. NICTA agrees with Vodafone's comments and notes that the same practice should apply above to 3.7.3 Data Privacy and Security in AI Systems.

C. COMMENTS RECEIVED FROM TELIKOM PNG LIMITED AND NICTA'S RESPONSE

(i) Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.1 Rights to full information on service choices and costs/prices

58. Suggests that this principle be strengthened to reflect the realities of PNGs regulatory environment particularly in remote and rural areas where digital literacy and access to online or printed information maybe limited. Telikom proposes that service providers be required to deliver key service and pricing information in plain, culturally appropriate and translated language formats (e.g. Top Pisin and other major languages) where practical.

(ii) NICTA's response to Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.1 Rights to full information on service choices and costs/prices.

59. While NICTA applauds Telikom's enthusiasm to extend service information in other languages which would be a bonus for the consumers, NICTA also notes the additional cost burden service providers may incur hence, leaves this suggestion optional to individual services providers. The key requirement is that usable information is provided for the benefit of consumer choices.

(iii) Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.2 Protection from fraud, deceptive advertising, deceptive sales technique.

60. Telikom agrees with the six provisions that are included. It is also appropriate for the best strategic interest for both customers and service providers to include specialized skills/capacities in this regulatory section to boost customers experiences that would foster both reliability and transparency.

Under provision 1 – prohibition of plan or service activation/deactivation without explicit customer permission- Telikom maintains a life cycle policy where a SIM card is automatically returned to the inactive pool after a defined period of inactivity. This process helps ensures that the network remains resilient and optimized for active subscribers. Hence, if this provision can be made flexible, allowing for exceptions based on specific circumstances.

(iv) NICTA's response to Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.2 Protection from fraud, deceptive advertising, deceptive sales technique.

61. NICTA agrees with Telikom and will amend provision to allow for exceptions where there reasonable and appropriate circumstance that entitle the service provider to suspend, deactivate or terminate services.

(v) Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.3 Rights to customer assistance with purchase and service options.

62. Telikom agrees with this provision however, the language usage should be friendly and non-technical vocabulary. This is to safeguard customers rights to services. It can easily promote accessibility, fairness and growth in the telecommunications industry in PNG.

(vi) NICTA's response to Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.3 Rights to customer assistance with purchase and service options

63. NICTA agrees with Telikom that the language usage should be friendly and non-technical vocabulary.

(vii) Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.4 Consumers rights to access detailed information about billing and usage.

64. Telikom agrees with all the provisions outlined by NICTA. However, considering the regulatory and operational challenges within PNG such as limited digital literacy, network constraints within rural areas and device accessibility, it believes that additional measures should be considered to make this right more effective in practice.

TPNG recommend that operators be encouraged to provide billing and usage information through various accessible formats including USSD codes, printed statements upon requests and user-friendly translations in Tok Pisin or other common languages where appropriate. This will help ensure consumers across all regions, regardless of location or education level, are able to understand and manage their service usage and associated costs. This approach will not only support greater transparency but also strengthen consumer confidence in the telecommunication sector.

(viii) NICTA's response to Telikom's comments in Section 3.1 on Informed Consumer Choice - 3.1.4 Consumers rights to access detailed information about billing and usage

65. While NICTA applauds Telikom's suggestion to extend billing and service usage information in additional formats and other languages which would be a bonus for the consumers, NICTA also notes the additional cost burden service providers may incur hence, leaves this suggestion optional to individual services providers. The key requirement is that usable information is provided for the benefit of consumer choices.

(ix) Telikom's comments in Section 3.2 Fair and Reasonable Pricing - 3.2.4 Notification and assistance regarding price or usage changes.

66. Telikom supports NICTA's position that consumers must be clearly notified of any changes in pricing or usage terms that affect their service.

However, this provision will require real time monitoring of customer usage and changes in pricing which will impact service providers network systems. We need to ensure that our systems track usage accurately and send notifications quickly through SMS or other channels. It also means our billing and metering systems must be closely aligned with network data to allow accurate audits. These changes will increase the load on our network operations and may require system upgrades to handle the extra processing and ensure reliability.

(x) NICTA's response to Telikom's comments in Section 3.2 Fair and Reasonable Pricing - 3.2.4 Notification and assistance regarding price or usage changes.

67. NICTA disagrees with Telikom's comments. Price changes are pre-planned; hence, there should be ample time for service providers to notify customers accordingly.

(xi) Telikom's comments in Section 3.3 Regulation of Mobile Data - 3.3.1 Fair mobile data practices.

68. Telikom recommends:

- Clear labelling of data plans – use simple words (Tok Pisin if needed) to explain data bundles sizes, expiry time and how they work.
- Usage transparency – customers should receive real time or near real time data usage alerts (e.g. 50%, 80%, 100% thresholds).
- Auto-renewal opt-in only – auto-renewals should be optional and only activated with clear customer consent.
- Disable Out-of Bundle charging by default – consumers should not be charged outside their bundle unless they opt-in.

(xii) NICTA's response to Telikom's comments in Section 3.3 Regulation of Mobile Data - 3.3.1 Fair mobile data practices.

69. NICTA agrees with Telikoms recommendations and emphasizes that all service providers should implement similar practices.

(xiii) Telikom's comments in Section 3.8 Rules Regarding Use of Artificial Intelligence - 3.8.1 Protection of customer privacy, unauthorized use of data.

70. Telikom suggests for NICTA to issue AI-Specific guidelines and codes of practice that reflect international standards but are grounded in the realities of PNG's digital economies where consumer protection must evolve hand-in-hand with innovation.

(xiii) NICTA's response to Telikom's comments in Section 3.8 Rules Regarding Use of Artificial Intelligence - 3.8.1 Protection of customer privacy, unauthorized use of data.

71. NICTA agrees and will consider Telikoms suggestions.

(xiv) Telikom's comments in Section 3. 9 Complaints and Redress - 3.9.1 Procedures and criteria for filing complaints.

72. Telikom suggest that:

- o Consumers be issued a tracking number or a reference number for their complaint to ensure follow-up and transparency
- o NICTA should provide an escalation mechanism for unresolved complaints

(xv) NICTA's response to Telikom's comments in Section 3. 9 Complaints and Redress - 3.9.1 Procedures and criteria for filing complaints.

73. NICTA agrees and will consider Telikoms suggestions and will amend provision to include.

(xvi) Telikom's comments in Section 3. 9 Complaints and Redress - 3.9.2 Operator obligations for responding to and redressing complaints.

74. Telikom suggests that:

- Operators must acknowledge all complaints within 48 hours and resolve them within a reasonable time frame (i.e. 7-14 days)
- Detailed records of all complaints and outcomes should be maintained for audit purposes and reported to NICTA.

(xvii) NICTA's response to Telikom's comments in Section 3. 9 Complaints and Redress - 3.9.2 Operator obligations for responding to and redressing complaints.

75. NICTA agrees and will consider Telikom's suggestions and will amend provision to include.

(xviii) Telikom's comments in Section 3. 9 Complaints and Redress - 3.9.3 Whistleblower protections.

76. Telikom suggests that:

- NICTA should establish minimum standards for whistleblower protections ensuring confidentiality and protection from retaliation.
- Operators should have an internal whistleblower policy and reporting mechanism.

(xix) NICTA's response to Telikom's comments in Section 3. 9 Complaints and Redress - 3.9.3 Whistleblower protections.

77. NICTA agrees and will consider Telikom's suggestions.

END