

**Draft Consumer Protection (Amendment) Rule 2025 Outline (Annotated)
(Revised December 2025)**

1. NAME OF RULE

This Rule is the *Consumer Protection Rule 2026*

2. PRELIMINARY

This Rule replaces the *Consumer Protection Rule 2014*.

3. COMMENCEMENT

This Rule commences on the date that is six (6) months after the date the Rule is notified in the Gazette.

4. AMENDMENTS

[Not used]

5 AUTHORITY

This Rule is made by the National Information and Communications Technology Authority (NICTA) under Section 218 of the National Information and Communications Technology Act 2009 (the Act).

6 PURPOSE

6.1 The purpose of this Rule is to:

- (a) Safeguard the rights and interests of consumers of ICT Services in Papua New Guinea.
- (b) Promote transparency, fairness, and accessibility in the provision of ICT services to Consumers.
- (c) Ensure that Consumers are provided with clear, accurate, and timely information to make informed choices; and
- (d) Support the development of a competitive and efficient ICT market consistent with

the objective of the Act.

7 APPLICATION

- 7.1 This Rule applies to all licensees authorised under the Act to provide ICT Services to Consumers within Papua New Guinea.
- 7.2 This Rule applies to the provision of ICT Services to Consumers.
- 7.4 Unless otherwise specified, this Rule applies to both Pre-Paid Services and Post-Paid Services.

8 DEFINITIONS

In this Rule, unless the context otherwise requires—

Act means the National Information and Communications Technology Act 2009.

Advertising means marketing and promotional material (including electronic and online material) in relation to a Licensees' ICT Services.

Authorised Representative means the person who has authority from a Consumer to deal with a Licensee, including to discuss or make changes to a Consumer's account without that Consumer being present, on behalf of that Consumer.

Complaint means an expression of dissatisfaction made to a Licensee by a Customer or former Customer of the Licensee in relation to its ICT Services or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected by the Customer or former Customer.

Consumer means any person or small business who acquires or uses an ICT Service for personal, domestic or household use or consumption. A reference to a Consumer includes a reference to the Consumer's Authorised Representative. A reference to a Consumer includes a reference to a Customer.

Consumer Contract means a contract entered into between a Licensee and a Consumer for the provision of one or more ICT Services.

Critical Information Summary means a standardised document setting out key information about an ICT Service in accordance with Section 10 of this Rule.

Data means the component of an ICT Service that provides access to online services such as: e-mail, web pages, media (e.g. audio and video), social networks and app downloads and updates.

Financial Hardship means a situation where a Customer is unable to discharge the financial obligations owed by the Customer under their Customer Contract or otherwise discharge the financial obligations owed by the Customer to a Licensee, due to illness, unemployment, being the victim of domestic or family violence, or other reasonable temporary or ongoing cause, and the Customer believes that they are able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of ICT Services by the Licensee to the Customer are changed.

ICT Service has the meaning given to that term in the Act.

Licensee has the meaning given to that term in the Act.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

Post-Paid Service means an ICT Service that can be used fully or in part prior to being paid for by the Consumer. It excludes Pre-Paid Services.

Pre-Paid Service means an ICT Service that must be paid for by the Consumer before it is used.

Security Deposit means a sum of money required by a Licensee as financial security in accordance with Section 5 of this Rule.

Small Business means a business or non-profit organisation which acquires or may acquire one or more ICT services which are not for resale and, at the time it enters into a contract with the Licensee, it:

- (a) does not have a genuine and reasonable opportunity to negotiate the terms of the contract; and
- (b) has or will have an annual spend with the Licensee which is, or is estimated on reasonable grounds by the Licensee to be, no greater than K40,000, or, in the 5 months following Commencement Date, an annual spend of K20,000.

Spend-Management Tools means a tool available to a Consumer or applied by a Licensee to assist the Consumer to take timely action to limit and/or manage their expenditure or usage allowance on a particular ICT Service.

Tariff Plan means a current, standard in-market plan containing pricing that is made by a Licensee for the provision of an ICT Service or Services, which is available to any individual Consumer or Consumers as a class and includes, without limitation, such offers made in Advertising.

Unsolicited Consumer Agreement means an agreement that is for the supply, in trade or commerce, of ICT Services to a consumer and:

- (a) the ICT Licensee or representative of the Licensee approaches or telephones the Consumer without that Consumer having invited such contact; and
- (b) negotiations take place over the phone, or in person at a location other than the Licensee's premises (whether or not they are the only negotiations that precede the making of the agreement); and
- (c) the total value of the agreement is more than K100, or the value was not known at the time the agreement was made.

Working Day means a day that is not a Saturday, Sunday, or public holiday in Papua New Guinea.

9 GUIDING PRINCIPLES

- 9.1 In exercising powers and performing obligations under this Rule, Licensees must

have regard to the following principles:

- (a) fairness and equity in dealings with consumers.
- (b) transparency and accuracy of information.
- (c) reasonable accessibility of services for all persons, including those with disabilities.
- (d) responsible advertising and marketing practices; and
- (e) timely and effective resolution of Complaints.

10 RIGHTS TO INFORMED CONSUMER CHOICE

10.1 Right to full information on service choices and costs/prices

10.1.1 Language and Accessibility

- (a) A Licensee must make available Critical Information Summaries in English and Tok Pisin and may, where reasonably practicable, also provide information relating to an ICT Service in another language commonly understood in the region where the service is offered.
- (b) A Licensee must take reasonable steps to ensure that information relating to its ICT Services is accessible to Consumers with disabilities, including making that information available in alternative formats that are suitable for Customers with disabilities.

10.2 Obligations to Provide Clear, Accurate and Timely Information to Consumer

- 10.2.1 A Licensee must ensure that all information provided to Consumers in relation to ICT Services is:
 - (a) accurate, complete, and not misleading or deceptive; and
 - (b) expressed in plain language.

- 10.2.2 Such information may be provided in-person and via appropriate mediums and self-help tools.

- 10.2.3 Customers must be notified before the date of any Consumer Contracts with a minimum term of more than one month is automatically renewed, detailing the costs and any changes to the terms and conditions.

10.2.4 A Critical Information Summary must be made available to a Consumer before they enter into a Consumer Contract for a Post-Paid Service.

10.3 Critical Information Summary

10.3.1 A Licensee must prepare and make available to Consumers free of charge via its website and in printed form via its retail outlets a Critical Information Summary for each of its current Tariff Plans to allow Consumers to compare Tariff Plans provided by it and/or other Licensees in order to consider which Tariff Plan best suits their needs.

10.3.2. The Critical Information Summary:

- (a) may include other relevant information the Licensee determines would be useful to the Consumer;
- (b) must use clear headings to identify the content contained in each section; and
- (c) must be available to a Consumer as a standalone document; and
- (d) must be no longer than two A4 pages when all its mandatory contents are included .

10.3.3 The Critical Information Summary must include at least the following:

- (a) a description of the ICT Service to be provided under the Tariff Plan and its key features;
- (b) a summary of pricing information for that Tariff Plan, including:
 - (i) minimum monthly or periodic charges;
 - (ii) upfront and installation fees; and
 - (iii) charges for usage beyond any included allowances/ and auto renewals;
- (c) contract term (if any) and conditions for early termination (if applicable);
- (d) fees for late payment (where applicable);
- (e) usage limits and fair use policies;
- (f) important restrictions, such as network coverage limitations or device compatibility.
- (g) customer service information; and

- (h) a statement advising the Consumer to read the full terms and conditions.

10.4 Prohibited Advertising and Marketing Practices

10.4.1 False or Misleading Advertising

1. Licensees shall not engage in false, misleading, or deceptive advertising, including but not limited to:
 - (a) Advertisements for "unlimited" services that are subject to data throttling or fair usage policies without clear disclosure.
 - (b) Advertising prices that exclude mandatory taxes, fees, or surcharges.
 - (c) Misrepresenting network coverage or service availability.
2. Advertisements for Data-only plans must include the price for one standard out-of-bundle megabyte of data (where applicable).

10.4.2 Bait and Switch Practices

1. It is prohibited for licensees to Advertise a service, plan, or offer that is not actually available to Consumers or use it solely to entice Consumers into more expensive or less favorable offers.

10.4.3 High-Pressure Sales Tactics

1. Licensees shall not:
 - (a) Engage in tactics that coerce, pressure or mislead Consumers into making decisions that force immediate commitments.
 - (b) Discourage or prevent Consumers from reviewing Consumer Contract terms or seeking clarification.
 - (c) Impose artificial deadlines or urgency to coerce Consumers into agreeing to services or force sign-ups.

10.4.4 Unauthorised Service Changes

1. A Except for changes caused by force majeure events, a Licensee must notify affected Consumers of any material adverse change to service features, pricing,

or Consumer Contract terms at least 30 days before the change takes effect.

2. Such notice must:

- (a) be in writing and delivered by a reliable method (e.g., SMS, email, mail).
- (b) clearly state the nature of the change and the effective date; and
- (c) inform the Consumer of any rights to terminate the Consumer Contract without penalty in accordance with this Rule.

10.4.5 Requirement to Honor Promotions or Rebates

- 1. Licensees must honor all promotions, discounts, or rebates as advertised. If a Consumer qualifies for a promotion, the Licensee must ensure:
 - (a) the promotion or rebate is delivered in the stated time frame; and
 - (b) the process for claiming promotional offers is clear, transparent, and easy for customers to complete.

10.5 Consumers' right to assistance with purchase and service options

10.5.1 Provision of Information to Consumers

- (a) Licensees must take reasonable steps to ensure that sales representatives promote and sell products clearly and responsibly, making sure to explain key terms and costs to Consumers.
- (b) Licensees must train and monitor their sales representatives to address any potential issues with Consumer service that may arise.
- (c) If a Consumer expresses a specific need in their ICT Service, a Licensee must offer information about what ICT Services might address the Consumer's stated specific need.
- (d) Licensees must endeavor to maintain high-quality customer service.
- (e) Licensees must seek and obtain Consumer feedback about the customer service experience. Licensees shall work to address any systemic issues that emerge.

10.6 Customer Access to Detailed Billing and Usage Information

10.6.1 Usage Alerts and Notifications

- (a) Licensees must offer Spend-Management Tools to help Consumers manage their ICT Service usage. These tools must include at least one option that does not require use of the internet. Licensees must also offer free information on how to access and use the Spend-Management Tools.
- (b) Where a Consumer's Tariff Plan includes an allowance of Data, Licensees must provide the Consumer with usage notifications that indicate when the Customer has used certain amounts of the included Data allowance. The notification must indicate if the customer is incurring additional Data usage fees for usage in excess of their included Data allowance.

10.6.2 Billing Requirements

1. A Licensee must issue bills to Consumers with one or more Post-Paid Services at regular intervals not exceeding one month, unless otherwise agreed with the Consumer.
 - i. Bills must be:
 - (a) accurate, complete, and clearly itemised;
 - (b) presented in a format that is easy to read and understand; and
 - (c) delivered in a format as specified in the Critical Information Summary or the Consumer's Consumer Contract.
 - ii. Each bill must contain at least the following:
 - (a) the billing period;
 - (b) a breakdown of charges for ICT Services used;
 - (c) any applicable discounts, credits, or adjustments;
 - (d) the total amount due and payment due date;
 - (e) details of accepted payment methods; and
 - (f) contact details for billing enquiries and complaints.
2. Prohibited Billings Practice

- i. A Licensee must not bill a Consumer for:
 - (a) ICT Services not requested by the Consumer; or
 - (b) For Post-Paid Services, charges that are not authorised under the Consumer's Consumer Contract.
3. Where an error in billing is identified, the Licensee must rectify the error and issue an amended bill, credit or refund within 30 days of the error being identified and resolved where it is reasonably practicable to do so.
4. Payments Methods
 - i. A Licensee must offer at least two different payment options, one of which must not incur any additional processing fee to the Consumer that is charged by the Licensee.

10.6.3 Late Payment and Credit Management

1. A Licensee may impose a late payment fee only if such fee is:
 - (a) disclosed in the Consumer Contract or Critical Information Summary;
 - (b) reasonable and proportionate to the costs incurred; and
 - (c) compliant with applicable laws.
2. Subject to Subsection 4, a Licensee must give the Consumer at least 7 days' written notice before taking credit management action, such as service suspension or reporting to a credit bureau.
3. Such notice must include:
 - (a) the outstanding amount.
 - (b) the date by which payment must be made; and
 - (c) details of the Consumer's rights to dispute the bill.
4. A Licensee may restrict, suspend, or disconnect an ICT Service for credit and/or debit management reasons without first informing the Consumer if:
 - (a) the Licensee assesses that the Consumer or the account status presents an unacceptably high credit risk to the Licensee;

- (b) the Licensee reasonably suspects fraud or attempted fraud; or
- (c) the Consumer has reached a credit limit or other limit that has been applied by the Licensee and the Consumer has reached that limit.

5. Security Deposit

- (a) A Licensee may require a Consumer to pay a Security Deposit only where:
 - i. the Consumer has no or limited credit history;
 - ii. the Consumer has a history of late payments;
 - iii. the ICT Service involves significant upfront costs or high credit risk; or
 - iv. the requirement is otherwise reasonable in the circumstances.
- (b) The amount of a Security Deposit must be:
 - i. proportionate to the potential financial exposure of the Licensee; and
 - ii. not exceed the total estimated charges for three billing periods.
- (c) The Licensee must provide the Consumer with a written statement setting out:
 - i. the reason for requiring the Security Deposit;
 - ii. the amount;
 - iii. the terms for holding and applying the Security Deposit;
 - iv. the conditions for refund; and
 - v. any applicable interest payable in accordance with law.
- (d) Any unused portion of the Security Deposit must be refunded to the Consumer within 30 days of termination of the relevant ICT Service.

6. Refunds and Credits

- (a) Where a Consumer is entitled to a refund or credit, the Licensee must:
 - i. process the refund or credit within 30 days where reasonably practicable to do so; and

- ii. apply the refund using the Consumer's original method of payment unless otherwise agreed.

11. FAIR AND REASONABLE PRICING

11.1 Publicly Available Tariff Plans

11.1.1 Filing of Tariff Plans with NICTA

A Licensee must file a Tariff Plan with NICTA promptly within 5 working days of the Tariff Plan being introduced or changed.

11.1.2 Publication of Tariff Plans

Subject to Subsection 11.1.3 Licensees must make details of all of their Tariff Plans available on their website, or in any of their stores or physical retail outlets.

11.1.3 Exemptions

Special Tariff Plans for eligible qualifying Customers (such as below the line and selected plans for Post-Paid Services) are exempt from being made publicly available.

12. CONSUMER CONTRACTS

12.1 Written Consumer Contracts

12.1.1 A Licensee must ensure that that a Consumer Contract for any Post-Paid Service is provided to the Consumer before the relevant Post-Paid Service is activated.

12.1.2 A copy of the Consumer Contract must be provided to the Consumer:

- (a) in printed form; or
- (b) in an electronic format that is easily readable and capable of being stored.

12.1.3 The Consumer Contract must be drafted in plain language.

12.2 Minimum Content of the Contracts

12.2.1 Every Consumer Contract must contain at least the following information:

- (a) the name, business address, and contact details of the Licensee;
- (b) a description of the relevant ICT Service and its key features;
- (c) applicable charges and the method of calculation;
- (d) the minimum contract term, if any;
- (e) renewal, suspension, and termination conditions;
- (f) billing arrangements and payment terms;
- (g) any limitations on service quality, speed, or coverage;
- (h) any applicable fair use policy;
- (i) details of the complaints handling process;
- (j) consumer rights in respect of service failures; and
- (k) where applicable, the existence and conditions of any Security Deposit.

12.3 Prohibited Consumer Contract Terms

12.3.1 A Licensee must not include in a Consumer Contract any term that is unfair, including but not limited to:

- (a) terms that limit the Licensee's liability for service failures in a way that is not permitted by law;
- (b) terms that impose excessive early termination fees; or
- (c) terms that require the Consumer to waive statutory rights.

12.3.2 A term is presumed to be unfair if it creates a significant imbalance between the parties' rights and obligations, is not reasonably necessary to protect the legitimate interests of the Licensee and would cause detriment to the Consumer if relied upon.

12.4 Cooling-Off Period

12.4.1 Where a Consumer enters into a Consumer Contract and the contract is an Unsolicited Consumer Agreement, the Consumer must be given a 7-day cooling-

off period from the date of contract execution.

12.4.2 During the cooling-off period:

- (a) the Consumer may cancel the Consumer Contract without penalty; and
- (b) the Licensee must refund any amount paid by the Consumer, other than reasonable charges for services already provided under that Consumer Contract.

12.5 Contract Renewal Expiry

12.5.1 A Licensee must notify a consumer of the impending expiry of a Consumer Contract for a Post-Paid Service at least 30 days before the expiry date.

12.5.2 Such notice must:

- (a) inform the Consumer of their options for renewal, termination, or migration to another plan; and
- (b) state any applicable charges or changes to terms if the Consumer Contract is renewed.

12.5.3 Unless agreed by the Customer under a Consumer Contract, a Licensee must not automatically renew a Consumer Contract without the express consent of the Consumer.

12.6 Variations of Consumer Contracts by Licensee

12.6.1 A Licensee may vary a Consumer Contract only:

- (a) with the Consumer's consent; or
- (b) without notice to the Consumer, if the change is or is likely to be beneficial to the Consumer or is neutral and is unlikely to disadvantage the Consumer; or
- (c) by giving at least 30 days' written notice if the change is likely to disadvantage the Consumer:

12.6.2 Where the variation is likely to materially disadvantage the Consumer, the Licensee must:

- (a) provide the Consumer with the option to terminate the Consumer Contract without penalty; and

- (b) clearly state this right in the notice.

13. DATA SERVICES

13.1 Fair Mobile Data Practices

13.1.1 No Unfair Throttling

- 1. Licensees are prohibited from throttling (slowing down) a particular Consumer's Data speeds unless:
 - (a) The Consumer has exhausted any specified Data allowance or limit; or
 - (b) Throttling occurs for network management purposes, including but not limited to prevent congestion during peak usage times; or
 - (c) The Licensee's right to throttle Data speeds is provided for in the terms and conditions of the relevant Tariff Plan.

13.1.2 Transparency in Data Usage

- 1. Licensees must provide Consumers with access to detailed usage information, allowing them to track their Data usage in near real-time.

13.1.3 Data Packages and Fair Usage Policies

- 1. Licensees may choose to offer a variety of Tariff Plans that offer Consumers access to Data.

13.1.4 Data Caps

- 1. Licensees may implement Data caps for Tariff Plans.

13.1.5 Unlimited Data Plans

- 1. For Tariff Plans advertised as offering "unlimited" data, Licensees must ensure that such plans do not include throttling or data caps that would degrade service quality, except in cases of congestion. If throttling is necessary, Consumers must be informed of the expected speed reduction.

13.1.6 Activation and Deactivation of Data Services

1. Licensees must offer Consumers the ability to activate and deactivate Data services..

14. ROAMING

14.1 Roaming Rules Applicable to Consumer Protection

14.1.1 Definition of Roaming

Roaming refers to the ability of a mobile phone user to access telecommunications services (such as calls, texts, and data) while traveling outside their home network's coverage area, but within the coverage area of a foreign mobile network.

14.1.2 Roaming Data Charges

Licensees must ensure that Data Roaming charges are clearly communicated.

14.1.3 Consumer Information

Licensees must provide clear, transparent, and up-to-date information on Roaming charges, including Data, voice, and text rates, that is available to Consumers before they use Roaming services.

14.1.4 Roaming Notification

Licensees must send Consumers a notification (via SMS, email, or app) when they first begin Roaming in another country at the time when they first connect to a mobile network in another country. This message must include information on where the Consumer may access information on:

- (a) the applicable Roaming rates for calls, texts, and Data;
- (b) the method to turn off Roaming services or limit Data usage to limit Roaming costs.

14.1.5 Post-Roaming Billing Transparency

Where a Licensee provides Roaming to a Consumer on a Post-Paid Service, it must provide itemised bills detailing all charges incurred during Roaming. The bill must clearly indicate when those charges were incurred, the destinations, and the charging rate(s) applied.

14.1.6 Consumer Consent

Before activating Roaming services for a Consumer, Licensees must obtain consent from that Consumer, acknowledging their understanding of Roaming charges. This consent must be verifiable through digital or written records.

15. EQUITABLE ACCESS AND TREATMENT

15.1 Services and Access Support for Vulnerable Consumers

15.1.1 Vulnerable Consumer Support

1. Licensees must ensure that ICT Services are reasonably accessible to all Consumers, including vulnerable Consumers.

15.1.2 Identification and Support for vulnerable Consumers

Examples of vulnerable Consumers include:

- (a) Persons with disabilities;
- (b) Elderly persons; and
- (d) Persons with limited literacy or language proficiency.

15.1.3 Assistance for vulnerable Consumers

Licensees must implement accessible processes to provide reasonable assistance to vulnerable Consumers in understanding their ICT Service options and rights.

15.1.4 Accessible communication

1. Licensees must use reasonable efforts to provide communication materials in multiple formats to assist vulnerable Consumers who cannot read traditional written forms of communication.

15.1.5 Pre-Purchase Education

1. Licensees must take reasonable steps to assist vulnerable Consumers to access information regarding the costs, features, and terms of service before purchasing any ICT Services.

15.2 Non-Discrimination

15.2.1 Non-Discrimination

1. Licensees must not refuse service, apply higher charges, or impose less favorable terms solely on the basis that a Consumer is a vulnerable Consumer.
2. All promotional offers and Tariff Plans must be equally available to vulnerable Consumers unless there are reasonable grounds for exclusion.
3. Licensees must ensure that sales representatives and staff who interact with Consumers are able to interact with vulnerable Consumers appropriately.
4. Licensees must ensure that a Consumer can appoint an Authorised Representative to act on behalf of the Consumer..
5. Licensees must provide their sales representatives with training and information to support the equitable provision of service to all Consumers.

16. QUALITY OF SERVICE AND PERFORMANCE

16.1 Minimum Service Standards

- 16.1.1 A Licensee must provide ICT Services in accordance with:
 - i. the Standard and Special Conditions of Individual Licences Rule, 2025;
 - ii. the Telecommunications Quality of Services Rule 2022; and
 - iii. any other applicable licence conditions or technical standards.

16.2 Service Disruptions and Downtime Notifications

16.2.1 Obligation to Inform Customers of Service Disruptions

1. Service providers must take reasonable steps to inform affected Consumers of any planned or unplanned service disruptions that have either materially affected or which may materially affect the quality or availability of ICT Services to those Consumers. Notifications of any planned or unplanned service disruptions must be clear, concise, and may include the following information:
 - i. Nature of the disruption: A description of the affected ICT Service(s) and the anticipated impact on Consumers (e.g., internet outages, Data service

- interruptions, voice service unavailability);
- ii. Cause of the disruption: A clear and understandable explanation of the reason for the disruption, whether it is due to technical failures, maintenance, upgrades, or any other reason;
- iii. Geographical Impact: A description of the geographical areas that are affected by the disruption (e.g., city, neighborhood, or network);
- iv. Estimated Duration: The expected timeline for the disruption, including start and end times, and any anticipated delays; and
- v. Contact Information: A helpline or customer service contact for Consumers who need further information or assistance related to the disruption.

16.2.2 Advance Notification for Planned Disruptions

For planned maintenance or service upgrades that could disrupt services, Licensees must use reasonable efforts to:

- (a) Provide Customers with at least 48 hours' notice of the scheduled disruption (where reasonably practicable);
- (b) Provide specific details about the time frame for the disruption, the nature of the maintenance, and which services will be impacted and how to contact customer support in case of questions; and
- (c) Provide such notifications through multiple channels, such as SMS, email, app alerts, or website postings.

16.2.3 A Licensee must maintain a public register of significant service outages affecting Consumers, updated as soon as reasonably practicable.

- 1. The register must include:
 - (a) the geographic area affected.
 - (b) the nature of the outage.
 - (c) the estimated and actual time of restoration.

16.2.4 Unplanned Service Disruptions

1. In the event of an unplanned disruption, Licensees must:
 - (a) Notify affected Consumers as soon as is reasonably practicable
 - (b) Update Customers at regular intervals with the relevant information, including progress toward resolution.
 - (c) Notifications and information should be disseminated through appropriate channels such as SMS, email, Licensee website, or social media.

16.3 Refunds or Credits for Service Disruptions

- 16.3.1 Where a Licensee fails to meet the service standards or repair timelines specified in this Part, the consumer may be entitled to
a proportionate refund or credit for the affected period.

- 16.3.2 A Licensee must establish a clear process for claiming of refunds or credits, and this process must be disclosed in Consumer Contracts and terms and conditions of provision of ICT Services.

16.3.3 Exemptions

Licensees are exempted from refund obligations to Consumers in situations where the Licensee is not the cause of a service disruptions or the service failure is outside of the Licensee's control.

16.4 Service Disruption Reporting

- 16.4.1 A Licensee must maintain records of service faults, restoration times, and network performance for a minimum of 2 years.

16.5 Proactive Notification of Disruptions for Critical Services

- 16.5.1 For ICT Services critical to public health, safety, or commerce (e.g., emergency services, healthcare, banking), Licensees must:
 - (a) promptly notify affected Consumers when disruptions are likely to impact these critical services, along with an explanation of the severity and potential consequences of the disruption; and

- (b) provide priority customer support for critical service users, including dedicated channels of communication for urgent inquiries and assistance.

16.6 Post-Disruption Feedback and Resolution Process

- 16.6.1 After service has been restored, Licensees must:
 - (a) provide a clear resolution process for Consumers who may still have unresolved issues related to the disruption, ensuring that all complaints are reviewed and addressed promptly; and
 - (b) ensure that feedback gathered from customers about the service disruption is used to improve future response protocols and prevent similar issues from occurring.

16.7 Service Resumption Notifications

- 16.7.1 When services are fully restored after a disruption, Licensees must:
 - (a) send a notification to affected Consumers informing them that the service has been restored; and
 - (b) provide Consumers with a means to provide feedback to the Licensee, to enable the Licensee to assess the effectiveness of the disruption management and improve future customer service efforts.

17 PROTECTION AND SAFETY

17.1 Protection of Customer Privacy, Unauthorised Use of Personal Information

17.1.1 Customer Privacy, Confidentiality Rules

- 1. Licensees must take reasonable steps to ensure that all Customers' or former Customers' Personal Information is protected from unauthorised use or disclosure.
- 2. Licensees must make available, at no cost to the Customer, information about any tools the Licensees offers for preventing unauthorised access to the Customer's account, services, or Personal Information.

17.2 Protection from Abuse, Mistreatment

17.2.1 Rules on Protection from Abuse

1. Licensees must make available for Consumers information about how they can stay safe while online.
2. NICTA and Licensees, together with Law Enforcement, will work to develop investigation tools, procedures, and criteria to help to identify and prevent abusive conduct online.

17.3 Data Privacy and Security in AI Systems

17.3.1 Data Collection and Processing Transparency

1. Licensees must inform Consumers about the types of data collected by them.
2. Licensees' data collection and processing systems must comply with applicable data protection regulations and customer consent must be obtained where required.

18 COMPLAINTS HANDLING AND DISPUTE RESOLUTION

18.1 Division 1 – General Principles

18.1.1 Right to Lodge Complaints

1. A Consumer may lodge a Complaint with a Licensee regarding any matter arising from the supply of that Licensee's ICT Services, including but not limited to:
 - (a) service faults or interruptions;
 - (b) billing errors;
 - (c) unfair contract terms;
 - (d) misleading or deceptive conduct; or
 - (e) privacy breaches.
2. No fee or charge shall be imposed on a Consumer for lodging a Complaint.
3. The Complaint process shall be accessible, free of charge to the Consumer, and not require legal representation.

18.2 Division 2- Complaints Handling Policy

18.2.1 A Licensee must have a documented complaint handling policy that:

- (a) is consistent with the requirements of this Rule;
- (b) is published on the Licensee's website and made available in hard copy on request;
- (c) sets out the steps for lodging, escalating, and resolving Complaints; and
- (d) includes information on Consumers' rights to escalate unresolved Complaints to NICTA.

18.3 Division 3- Complaints Handling Process

18.3.1 Acknowledgement of Complaints

1. Licensees must acknowledge receipt of a Complaint within five (5 working days of lodgment.
2. the acknowledgement must include:
 - (a) a Complaint reference number.
 - (b) information about how the complaint can be monitored; and
 - (c) an indicative timeframe for resolution.

18.3.2 Timeframes for Resolution

1. Licensees must use reasonable efforts to resolve Complaints within the following maximum timeframes unless otherwise agreed with the Consumer:
 - (a) Service faults – ten (10) working days.
 - (b) Billing issues – fifteen (15) working days.
 - (c) Other Complaints – twenty (20) working days.
2. If a Complaint cannot be resolved within the stated timeframe, the Licensee must:
 - (a) inform the Consumer of the reason for delay; and

- (b) provide an updated expected resolution date.

18.4 Division 3 – Escalation and Dispute Resolution

18.4.1 Internal Escalation

- 1. A Consumer dissatisfied with the initial handling of a Complaint may request escalation to a higher level within the Licensee.
- 2. Licensees must ensure that escalated Complaints are reviewed by a supervisor or designated senior officer.

18.4.2 Referral to NICTA

- 1. Where a Complaint remains unresolved after internal escalation, the Consumer may refer the matter to NICTA.
- 2. Licensees must inform Consumers of this right in all written correspondence relating to unresolved Complaints.
- 3. Upon request from NICTA, a Licensee must provide NICTA with all relevant written records relating to an unresolved Complaint within five (5) working days.

18.4.3 Independent Dispute Resolution

- 1. NICTA may facilitate resolution of the Complaint or, at its cost, refer disputes to an independent resolution mechanism.
- 2. Licensees and Consumers must participate in good faith in any dispute resolution process initiated under this Rule.

18.5 Division 4 – Remedies

18.5.1 Where a complaint is upheld, the Licensee must offer a remedy that it reasonably considers to be fair which, at the Licensee's election, may include:

- (a) repair or replacement of faulty goods;

- (b) credit or refund of overcharged amounts;
- (c) ;
- (d) correction of service or billing records; or
- (e) a written apology.

18.5.2 Remedies must be provided promptly and without unreasonable conditions.

18.6 Record-Keeping of Complaints:

18.6.1 Licensees must maintain accurate records of complaints, including:

- (a) the nature of the Complaint;
- (b) the date lodged;
- (c) all actions taken to resolve it; and
- (d) the outcome.

18.6.2 Records of Complaints must be retained for at least three (3) years and made available to NICTA on request.

19 COMPLIANCE

19.1 Compliance and Monitoring

19.1.1 NICTA may, in accordance with its duties and powers under the Act, monitor Licensees' compliance with this Rule through requesting the provision of information by Licensees, inspections and review of reports submitted by Licensees.

19.1.2 Licensees must provide accurate and complete information lawfully requested by NICTA within the timeframe specified.

19.2 Reporting Obligations

19.2.1 Each Licensee must submit an annual report to NICTA detailing its compliance with the Rule.

19.2.2 Reports must be truthful, complete, and submitted by the first (1st) of March each year.

19.3 Investigations

19.3.1 NICTA may investigate suspected breaches of this Rule in accordance with Part XII of the Act.

19.3.2 Licensees must cooperate fully with investigations, providing documents, records, and access as required.

19.4 Corrective Actions

19.4.1 Where a breach of this Rule is identified, NICTA may require the licensee to take corrective action, including:

- (a) rectification of the breach; and/or
- (b) other sanctions as permitted under the Act.

19.5 Penalties

19.5.1 NICTA may commence proceedings to impose penalties for non-compliance with this Rule in accordance with its duties and powers under the Act.

19.6 Appeals

19.6.1 A licensee aggrieved by a decision of NICTA made under this Rule may seek a review of that decision in accordance with procedures established under the Act.

20 TRANSITIONAL AND SAVINGS PROVISIONS

20.1 Existing Contracts and Arrangements

20.1.1 Any Consumer Contract that was entered into before the commencement date of this Rule shall continue in force until it is lawfully terminated, renewed, or replaced.

20.1.2 Where such existing contracts contain terms inconsistent with this Rule, the Licensee must take all reasonable steps to amend the terms to comply with the Rule within twelve (12) months of the commencement date.

20.2 Ongoing Complaints and Disputes

20.2.1 Any Complaint lodged with the Licensee before the commencement of this Rule shall be resolved under the rules and procedures in force at the time the Complaint was lodged, unless the Consumer elects in writing to have the Complaint handled under the provisions of this Rule.

20.2.2 Nothing in this Rule shall prevent NICTA from directing an ongoing Complaint to be resolved under the provisions of this Rule where it is in the public interest to do so.

20.3 Phased Implementation of New Obligations

20.3.1 Any new obligations imposed on Licensees under this Rule that require system or process changes shall be implemented within the timeframes prescribed by NICTA in a written notice, which must be not less than twelve (12) months from the date of the notice.

20.3.2 Where no timeframe is specified, compliance must be achieved within twelve (12) months of the commencement date.

20.4 Savings of Prior Actions

20.4.1 Any decision, determination, notice, or action taken by NICTA or a Licensee under the previous Consumer Protection Rule or equivalent instrument, which is not inconsistent with this Rule, shall continue to have effect as if taken under this Rule.

20.5 Expiry of Transitional Arrangements

20.5.1 The transitional provisions in this Part shall expire twelve (12) months after the commencement date, except where NICTA determines that an extension is necessary in public interest.