

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

1. NAME OF RULE

This Rule is the *Consumer Protection (Amendment) Rule 2025*

2. PRELIMINARY

3. COMMENCEMENT

4. AMENDMENTS

Amendments to Consumer Protection Rule, 2014

SCHEDULE 1. AMENDMENTS TO THE CONSUMER PROTECTION RULE, 2014

5 AUTHORITY

This Rule is made by the National Information and Communications Technology Authority (NICTA) under Section 229 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.

- (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 objects of the Act.

7 APPLICATION

7.1 This Rule applies to all licensees authorized under the Act to provide ICT services to consumers within Papua New Guinea.

7.2 This Rule applies to the provision of retail ICT services, including but not limited to:

- (a) fixed and mobile voice services.
- (b) messaging services.
- (c) internet and data services; and
- (d) subscription to television and other multimedia services.

7.4 Unless otherwise specified, this Rule applies to both prepaid and post-paid service arrangements.

8 DEFINITIONS

In this Rule, unless the context otherwise requires—

Act means the National Information and Communications Technology Act 2009.

Consumer means a person or small business who acquires or uses an ICT service for purposes other than resale.

Critical Information Summary means a standardised document setting out key information about an ICT service in accordance with Part 3 of this Rule.

Security Deposit means a sum of money required by a service provider as financial security in accordance with Part 5 of this Rule.

Small Business means a business that employs fewer than 20 persons, or such other threshold as may be prescribed by NICTA.

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) accessibility of services for all persons, including those with disabilities.
 - (d) responsible advertising and marketing practices; and
 - (e) timely and effective resolution of consumer 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, where reasonably practicable, provide key service information in a language commonly understood in the region where the service is offered.
- (b) A licensee must take reasonable steps to ensure that information is accessible to consumers with disabilities, including providing alternative formats such as large print, audio, or electronic text upon request.

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.
 - (b) expressed in plain language that is easy to understand; and
 - (c) provided in a manner that is accessible to persons with disabilities where reasonably practicable.
- 10.2.2 Such information may be provided in-person and via appropriate mediums and self-help tools and should include but not limited to:
 - (a) full features, costs and fees for any product or service
 - (b) balance of available credit and data usage
 - (c) itemized 6-month history of the customers usage history
- 10.2.3 Customers must be notified before the date of any automatically renewed subscriptions detailing the costs and any changes to the terms and conditions.
- 10.2.4 Information must be provided before the consumer enters a contract for the service.

10.3 Critical Information Summary

- 10.3.1 A licensee must prepare and make available to consumers at no costs Critical Information Summary for each retail ICT service offered.
- 10.3.2. The Critical Information Summary must be:
- (a) presented in an acceptable format.
 - (b) concise and limited to the essential facts; and
 - (c) provided free of charge to the consumer in both electronic and printed form upon request.
- 10.3.3 The Critical Information Summary must include at least the following:
- (a) a clear description of the service and its key features.
 - (b) all pricing information, including:
 - (c) minimum monthly or periodic charges.
 - (d) upfront and installation fees.
 - (e) charges for usage beyond any included allowances/ and auto renewals.
 - (f) contract term and conditions for early termination.
 - (g) usage limits and fair use policies.
 - (h) important restrictions, such as network coverage limitations or device compatibility.
 - (i) customer service information; and
 - (j) 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. A licensee must ensure that all advertising, marketing, and promotional material relating to ICT services:
 - (a) is truthful, clear, and not misleading or deceptive.
 - (b) prominently discloses the total minimum cost for any contract with a fixed term.
 - (c) states any significant limitations or qualifications to advertised offers; and
 - (d) does not use fine print or disclaimers to contradict or hide key information.

- 3. A licensee's Comparative advertising must be based on verifiable data and must identify the source of the comparison.

- 4. Advertisements for internet-only plans must include the price for one standard out-of-bundle megabyte of data.

10.4.2 Bait and Switch Practices

- 1. It is prohibited for licensees to:
 - (a) Advertise a service, plan, or offer that is not actually available to customers or use it solely to entice customers 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 contract terms or seeking clarification.
 - (c) Impose artificial deadlines or urgency to coerce customers into agreeing to services or force sign-ups.

10.4.4 Unauthorized Service Changes

1. A licensee must not alter a customer's service plan or add extra services without the customer's informed, explicit, and documented consent. This includes but is not limited to:
 - (a) Switching, terminating or de-activating or activating a customer's subscribed plan without their approval.
 - (b) Adding new plans or services without prior consent.
2. A licensee must notify affected consumers of any material change to service features, pricing, or contract terms at least 30 days before the change takes effect.
3. 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 contract without penalty in accordance with this Rule.

10.4.5 Hidden Fees and Charges

1. Licensees must clearly disclose all fees, charges, and surcharges upfront at the time of the offer, including:
 - (a) Installation, activation, equipment, or service-specific fees.
 - (b) Early termination fees, contract amendments, or additional service charges.
 - (c) Recurring charges for optional services (e.g., voicemail, call forwarding).

10.4.6 Failure to Honor Promotions or Rebates

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

10.4.7 Misrepresentation of Authority

1. Sales representatives or agents of licensees must not:
 - (a) Impersonate another service provider or government agency.
 - (b) Claim that urgent action is required to avoid service disruption or other negative consequences unless explicitly true.

10.5 Right to customer assistance with purchase and service options

10.5.1 Facility to Provide Information on Retail Customer Account

- (a) Licensees shall ensure that Sales Representatives promote and sell products clearly and responsibly, making sure to explain key terms and costs to customers.
- (b) Sales Representatives shall be thoroughly trained and monitored to ensure desirable service and to address any potential issues with customer service that may arise.
- (c) 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.
- (d) Licensees will endeavor to maintain high-quality customer service through prominent hours of availability, low average wait times, significant first-contact resolutions, and thorough record-keeping.
- (e) Licensees must seek and obtain customer 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) Telecommunications Service Providers must offer Spend-Management Tools to help customers budget their Telecommunication device usage. These tools must include at least one option that does not require use of the internet. Service Providers must also offer free information on how to obtain and use the Spend-Management Tools.

- (b) Service Providers must provide customers with Usage Notifications that indicate when the customer has used certain amounts of their Data allowance and if the customer is incurring additional data use fees.

10.6.2 Billing Requirements

1. A licensee must issue bills to post-paid consumers at regular intervals not exceeding one month, unless otherwise agreed with the consumer.
 - i. Bills must be:
 - (a) accurate, complete, and clearly itemized.
 - (b) presented in a format that is easy to read and understand; and
 - (c) delivered in the consumer's preferred format (paper or electronic) where reasonably practicable.
 - ii. Each bill must contain at least the following:
 - (a) the billing period.
 - (b) a breakdown of charges for 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) services not requested by the consumer.
 - (b) charges that are not authorized under the consumer's contract; or

- (c) services provided during a period of suspension unless otherwise authorized by law.
3. Where an error in billing is identified, the licensee must rectify the error and issue an amended bill or refund as soon as practicable, and in any case within 30 days.
 4. Payments Methods
 - A licensee must offer at least two different payment options, one of which must not incur any additional processing fee to the consumer.

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 contract and Critical Information Summary.
 - (b) reasonable and proportionate to the costs incurred; and
 - (c) compliant with applicable laws.
2. 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. 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 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 deposit.
- iv. the conditions for refund; and
- v. any applicable interest payable in accordance with law.

(d) The Security Deposit must be refunded to the consumer:

- i. within 30 days of termination of the service; or
- ii. when the consumer has maintained

5. 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; 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 all tariff plans with NICTA promptly 14 days before the introduction or changing of any tariff plan.

11.1.2 Publication of Tariff Plans

Telecommunications Service Providers will publicly publish all tariff plans and make them available for all customers through public advertising and through on-line and other marketing channels.

11.1.3 Transparent Advertisement of Tariffs

1. A licensee must ensure that all prices for ICT services, including fees, charges, and penalties, are:
 - (a) disclosed clearly and prominently before the consumer enters a contract; and
 - (b) expressed in Papua New Guinea Kina (PGK) and inclusive of all applicable taxes, levies, and mandatory charges.
2. If a service includes usage-based charges, the applicable rates must be disclosed both in the Critical Information Summary and in the contract.

11.1.4 Exemptions

Special plans for eligible qualifying customers like below the line and post-paid are exempt from being made publicly available.

11.2 Affordable Service Pricing Options

11.2.1 Affordable Pricing Options

Service Providers shall ensure that there are service and pricing options available that will be reasonably affordable to all customers, with appropriate levels of use and options.

11.3 Protection against “Bill Shock,” Unreasonable Charges, Price Increases

11.3.1 Limitations and Notification Regarding Price Changes

- (a) NICTA will adopt rules regarding adequate timing, notice, and other limitations on price changes.
- (b) Service Providers must notify customers at least 30 days in advance of any price changes or adjustments to the terms of service that could affect consumers’ charges (e.g., rate hikes, new fees). Notifications must include:
 - A clear explanation of the change.
 - The date the change will take effect.
 - An explanation of the customer’s options, including the ability to cancel the service without penalty if they do not agree to the changes.
- (c) In the case of price increases for data or voice services, the notification must include an example of how the change will affect an average customer’s bill.

11.3.2 Activation and Deactivation of Value-Added Services

As protection against bill shock and unreasonable prices, customers will have full, clear control over activating and deactivating value-added services.

11.4 Notification and Assistance Regarding Price or Usage Changes

11.4.1 Billing and Metering Audit

Licensees will provide notifications about price or usage changes, including offering billing and metering audits.

12. CONTRACTS AND SERVICES AGREEMENT

12.1 Written Contracts

12.1.1 A licensee must ensure that any agreement for the provision of an ICT service is set out in writing and provided to the consumer before the service is activated.

12.1.2 A copy of the 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 contract must be drafted in plain language and be easy to understand.

12.2 Minimum Content of the Contracts

12.2.1 Every written contract must contain at least the following information:

- (a) the name, business address, and contact details of the licensee.
- (b) a description of the 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 to compensation for service failures; and
- (k) where applicable, the existence and conditions of any Security Deposit in accordance with Part 4 of this Rule.

12.3 Prohibits 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 allow the licensee to unilaterally change the price or key features of the service without the consumer's consent, except where permitted under relevant clause.
- (b) Terms that limit the licensee's liability for service failures in a way that is not permitted by law.
- (c) terms that impose excessive early termination fees; and
- (d) 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 a contract for an ICT service through telephone, online, or door-to-door sales, 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 contract without penalty; and

(b) the licensee must refund any amount paid by the consumer, other than reasonable charges for services already provided at the consumer's request.

12.5 Contract Renewal Expiry

12.5.1 A licensee must notify a consumer of the impending expiry of a fixed-term contract 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 contract is renewed.

12.5.3 A licensee must not automatically renew a fixed-term contract without the express consent of the consumer.

12.6 Variations of Contracts by Licensee

12.6.1 A licensee may vary a contract only:

- (a) with the consumer's consent; or
- (b) by giving at least 30 days' written notice if the change is:
 - beneficial to the consumer; or
 - minor and does not materially disadvantage the consumer.

12.6.2 Where the variation would cause material detriment to the consumer, the licensee must:

- (a) provide the consumer with the option to terminate the contract without penalty; and
- (b) clearly state this right in the notice of variation.

13. REGULATION OF MOBILE DATA

13.1 Fair Mobile Data Practices

13.1.1 No Unfair Throttling

1. Licensees are prohibited from throttling (slowing down) mobile data speeds unless:

- (a) The user has exhausted their allocated data limit, and the provider offers a transparent method for consumers to monitor and manage their data usage.
- (b) Throttling occurs for network management purposes to prevent congestion during peak usage times, and consumers are notified in advance.

13.1.2 Transparency in Data Usage

1. Service Providers must provide consumers with detailed usage information through their mobile apps, online accounts, or SMS notifications, allowing them to track their data usage in real-time.

13.1.3 Data Packages and Fair Usage Policies

1. Service Providers must offer a variety of data packages (e.g., daily, weekly, or monthly) with clear terms regarding data limits, excess usage fees, and fair usage policies that ensure no unfair throttling or termination of services.

13.1.4 Data Caps

1. Providers may implement mobile data caps for specific packages, but these caps must be reasonable and in line with consumer expectations. If a consumer's usage exceeds the allocated limit, the provider must provide clear, transparent options to purchase additional data.

13.1.5 Unlimited Data Plans

1. For 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. Customers must have the ability to activate and deactivate data services on their devices, to manage data usage and avoid unanticipated or excess data usage and charges. This ability must be easy and transparent for customers to use and understand.
2. Licensees 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.

13.2 Mobile Data Network Management

13.2.1 Network Congestion

Licensees may implement temporary data speed reduction during peak congestion times. However, such measures must be fair, transparent, and proportional to the congestion levels. Consumers must be notified of such reductions and be offered alternative options to mitigate the impact (e.g., the option to purchase higher-speed data packages).

13.2.2 Net Neutrality

Licensees must not engage in discriminatory practices such as blocking, prioritizing, or throttling access to certain services, websites, or applications unless required for legal, regulatory, or security reasons. Such actions must be justified, transparent, and disclosed to consumers.

14. ROAMING, SWITCHING PROVIDERS, AND PORTABILITY

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 Fair Roaming Data Charges

Service Providers must ensure that consumers are not subjected to exorbitant data charges when roaming internationally. Data roaming charges must be clearly communicated, and operators must provide data bundles or caps to prevent unexpected costs.

14.1.3 Consumer Information

Licensees must provide clear, transparent, and up-to-date information on roaming charges, including data, voice, and text rates, before consumers use roaming services. This information should be made available at least 48 hours prior to international travel.

14.1.4 Pre-Roaming Notification

Licensees must send consumers a roaming notification (via SMS, email, or app) before they begin roaming in another country. This message must include information on:

- The applicable roaming rates for calls, texts, and data.
- The method to turn off roaming services or limit data usage to avoid excessive charges.
- Available roaming packages or bundles, if applicable.

14.1.5 Roaming Cap Limit

1. To protect consumers from excessively high charges, Service Providers must establish a "roaming cap" that automatically limits the consumer's expenditure while roaming. This must include an option for day passes or per-MB charges. This cap must be set at an affordable level, and consumers must be informed of its existence and the option to increase or decrease the cap.
2. NICTA may set annual roaming charge caps, including on voice and text charges, to ensure reasonable pricing, considering the cost of providing services in foreign countries. These caps will be updated periodically based on market conditions.

14.1.6 Post-Roaming Billing Transparency

Service Providers must provide itemized bills to consumers detailing all charges incurred during roaming, including specific data usage, voice calls, and text messages. The bill must clearly indicate the duration of roaming, the destinations, and the rate applied.

14.1.7 Consumer Consent

Before activating international roaming services, Service Providers must obtain clear, affirmative consent from consumers, 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

Licensees must ensure that all ICT services, customer service channels, and related information are accessible to all consumers, including persons with disabilities, the elderly, and those in remote or rural locations.

15.1.2 Identification and Support for Vulnerable Consumers

- i. Vulnerable consumers include, but are not limited to:
 - Persons with disabilities.
 - Elderly persons.
 - Consumers experiencing financial hardship.
 - Persons with limited literacy or language proficiency.
 - Consumers living in remote or underserved areas.
- ii. Licensees must have processes in place to:
 - Identify vulnerable consumers during service onboarding or at any point of service.
 - Provide tailored assistance, including flexible payment arrangements or extended payment terms in cases of financial hardship.
 - Offer priority fault repair services where ICT access is essential to health, safety, or wellbeing.

15.1.3 Assistance for Vulnerable Consumers

Licensees must implement accessible processes to assist vulnerable consumers (e.g., low-income individuals, persons with disabilities, the elderly, or consumers with low literacy skills) in understanding their service options and rights.

15.1.4 Accessible Communication

1. Licensees must provide communication materials in multiple formats to ensure that consumers with disabilities or those who cannot read traditional written forms of communication are not excluded.
2. Accessibility measures must include:
 - (a) Availability of bills, contracts, and key information in alternative formats (e.g., large print, braille, audio, or electronic formats) upon request.
 - (b) Provision of accessible customer service options (e.g., text relay, video relay, or live chat support for hearing-impaired customers).
 - (c) Design and implementation of user-friendly interfaces for websites, apps, and devices that meet recognized accessibility standards.
 - (d) Prioritized service restoration for consumers with disabilities or medical dependence on ICT-enabled equipment.

15.1.5 Dedicated Support Channels

Licensees must establish dedicated customer support channels specifically tailored to vulnerable consumers. These channels must have appropriately trained staff to assist with needs such as interpreting service details, providing service options, or addressing complaints.

15.1.6 Financial Assistance Options

For low-income consumers, Service Providers must offer affordable plans and financial assistance options, including discounted rates or flexible payment arrangements, to ensure access to essential telecommunications services.

15.1.7 Pre-Purchase Education

Service Providers must ensure that vulnerable consumers have access to clear, simplified information regarding the costs, features, and terms of service before purchasing any products or services.

15.2 Non-Discrimination, Equal Treatment of All Customers

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 part of a vulnerable group.
2. All promotional offers and tariff plans must be equally available to vulnerable consumers unless objective and reasonable grounds for exclusion are approved by the Regulator.
3. Licensees must ensure that Sales Representatives and staff who interact with Consumers are able to interact with disadvantaged or vulnerable Consumers appropriately.
4. Licensees must ensure that a Consumer can appoint an Authorized Representative to act on their behalf, if the Consumer requires.
5. Licensees will provide internal and external support, training, and promotion of equitable service and access for all customers.
6. Licensees must also adhere to public service obligations, ensuring that access is available to all regions, including underserved or remote areas, without discrimination.

15.2.3 Regulatory Oversight

1. The Regulator may issue supplementary guidelines on accessibility standards and obligations for Service Providers.
2. Service Providers must submit annual compliance reports detailing measures taken to meet the accessibility and vulnerable consumer requirements under this Rule.

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 performance standards prescribed by NICTA herein;
 - ii. the Standard and Special Licensing Conditions of Individual Licenses Rule, 2011
 - iii. Telecommunications Quality-of-Service Rule 2022; and
 - iv. any applicable licence conditions or technical standards.
- 16.1.2 Licensees are required to meet the following key quality of service indicators.
1. Network Coverage:
 - (a) Licensees must ensure that their network coverage meets minimum thresholds to provide adequate service to consumers.
 - (b) In urban centres, the coverage must be at least 99.9% of the population, while in rural or small centres areas, the coverage requirement must be at least 98%. Definition of centres are as defined in the *Standard and Special Licensing Conditions of Individual Licenses Rule, 2011*.
 - (c) Signal strength: The network must provide sufficient signal strength of at least 80% of the time for the primary service types, including voice calls, text messaging, and data transmission.

(d) **Indoor Coverage:** For urban centres, Licensees must guarantee sufficient indoor network coverage for at least 99.9% of residential, commercial, and public buildings, ensuring the availability of services inside most buildings and 90% for small centres.

2. **Service Speed:**

(a) **Fixed Internet Speed:** Licensees must ensure that fixed broadband internet services meet minimum speed requirements, with a minimum of 50 Mbps download speed and 10 Mbps upload speed for basic broadband services.

(b) **Mobile Internet Speed:** Licensees must ensure that mobile data services meet minimum speed thresholds of 100 Mbps download speed and 10 Mbps upload speed during periods of normal network congestion.

(c) Speed should be measured using standard speed testing tools and reported monthly.

3. **Service Availability:**

(a) Service availability refers to the percentage of time a service is available and functional, and should meet or exceed 99.9% uptime for voice, data, and broadband services.

(b) Licensees are required to report any outages or service disruptions lasting more than 4 hours, and inform consumers about the cause, expected resolution time, and alternative measures.

4. **Call Completion and Drop Rate:**

(a) **Call Completion Rate:** Licensees must ensure that the call completion rate for voice services is at least 90%, meaning that most calls should successfully connect without technical issues.

(b) Call Drop Rate: The call drop rate must not exceed 2% during active calls, ensuring that once a call is connected, it is unlikely to drop due to network issues.

5. Latency:

(a) For all internet and mobile broadband services, the average latency should not exceed 100 milliseconds for fixed broadband and 250 milliseconds for mobile broadband in normal conditions.

16.1.3 Without limiting subclause (16.1), a licensee must take reasonable steps to ensure:

- i. network availability and reliability consistent with industry best practice.
- ii. data speeds and latency that meet or exceed the minimum levels specified in the Critical Information Summary; and
- iii. consistent service quality across the advertised coverage area.

16.2 Fault Repair and Restoration Timelines

16.2.1 A licensee must maintain processes to promptly identify, log, and repair service faults.

16.2.2 Fault repair timelines must not exceed:

- i. 1 working day for priority assistance customers.
- ii. 3 working days for non-priority faults, and
- iii. As specified in the Standard and Special Conditions of Individual License Rule, 2011.

- 16.2.3 Unless otherwise agreed with the consumer or extended due to exceptional circumstances.
- 16.2.4 A licensee must notify affected consumers of any fault or service disruption within 4 hours of identification and provide regular updates until resolution.

16.3 Service Disruptions and Downtime Notifications

- 16.3.1 Obligation to Inform Customers of Service Disruptions
 - 1. Service providers must immediately inform customers of any planned or unplanned service disruptions that may affect the quality or availability of services. Notifications must be clear, concise, and include the following information:
 - i. Nature of the disruption: A description of the affected service(s) and the impact on customers (e.g., internet outages, mobile 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 detailed account of the geographical areas or specific customer segments 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.
 - v. Turnaround Time: A target date or time when the service is expected to be fully restored, including any contingency plans or alternative services available during the outage.

- vi. Contact Information: A helpline or customer service contact for consumers who need further information or assistance related to the disruption.

16.3.2 Advance Notification for Planned Disruptions

For planned maintenance or service upgrades that could disrupt services, licensees must:

- (a) Provide customers with at least 48 hours' notice of the scheduled disruption.
- (b) Include specific details about the time frame for the disruption, the nature of the maintenance, and which services will be impacted.
- (c) Ensure that notifications are sent through multiple channels, including SMS, email, app alerts, or website postings, and should also include information on how to contact customer support in case of questions.

16.3.3 A licensee must maintain a public register of significant service outages affecting consumers, updated in real-time or as soon as reasonably practicable.

1. The register must include:

- (a) the geographic area affected.
- (b) the nature and cause of the outage.
- (c) the estimated and actual time of restoration.

16.3.4 Records on service outage must reported to NICTA as and when required.

16.3.5 Unplanned Service Disruptions

1. In the event of an unplanned disruption, licensees must:

- (a) Notify affected customers as soon as practicable

(b) Update customers at regular intervals (at least every 2-4 hours during an active disruption) with the latest information, including progress toward resolution.

(c) Notifications and information should be disseminated through appropriate channels including sms, email, company website, and social media.

16.4 Compensation for Service Disruptions

16.4.1 Where a licensee fails to meet the service standards or repair timelines specified in this Part, the consumer is entitled to:

- i. a proportionate refund or credit for the affected period; or
- ii. other compensation as determined by NICTA or agreed with the consumer.

16.4.2 A licensee must establish a clear process for claiming compensation, and this process must be disclosed in the contract and Critical Information Summary.

16.4.3 Exemptions

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

16.5 Transparency in Disruption Reporting

16.5.1 Licensees must make available to customers a publicly accessible service disruption history that includes:

- (a) A record of past disruptions, including their causes, duration, and how they were resolved.

- (b) Information about the measures taken to prevent future disruptions, including any infrastructure upgrades or improvements.
- (c) A breakdown of customer complaints related to service disruptions and the outcomes of the complaints.

16.5.2 A licensee must maintain records of service faults, restoration times, and network performance for a minimum of 2 years.

16.5.3 A summary of service performance against the standards in this Part must be provided to NICTA upon request.

16.6 Proactive Notification of Disruptions for Critical Services

16.6.1 For services critical to public health, safety, or commerce (e.g., emergency services, healthcare, banking), Service Providers must:

- (a) Immediately notify affected customers when disruptions are likely to impact these critical services, along with an explanation of the severity and potential consequences of the disruption.
- (b) Provide priority customer support for these critical service users, including dedicated channels of communication for urgent inquiries and assistance.

16.7 Customer Right to be Informed About Recovery Plans

16.7.1 In cases where a service disruption results from a significant technical failure (e.g., network outage, data breach), Service Providers must:

- (a) Communicate the specific recovery plan they have put in place to prevent further disruptions and address the root causes.
- (b) Outline the turnaround time for the restoration of affected services, including specific milestones or dates for recovery.

- (c) Provide affected customers with clear instructions on how they can stay informed, either through notifications or customer service updates.

16.8 Post-Disruption Feedback and Resolution Process

16.8.1 After service has been restored, Licensees must:

- (a) Reach out to customers who were impacted by the disruption to request feedback on how the disruption and recovery process was handled.
- (b) Provide a clear resolution process for customers who may still have unresolved issues related to the disruption, ensuring that all complaints are reviewed and addressed promptly.
- (c) Ensure that feedback gathered from customers about the service disruption is used to improve future response protocols and prevent similar issues from occurring.

16.9 Service Resumption Notifications

16.9.1 When services are fully restored after a disruption, Service Providers must:

- (a) Immediately send a notification to affected customers informing them that the service has been fully resumed, including any details on the resolution process or lessons learned.
- (b) Ensure that the communication provides a customer satisfaction survey to assess the effectiveness of the disruption management and improve future customer service efforts.

17 PROTECTION AND SAFETY

17.1 Protection of Customer Privacy, Unauthorized Use of Data

17.1.1 Customer Privacy, Confidentiality Rules

1. Licensees must ensure that all customers' or former customers' Personal Information is protected from unauthorized use or disclosure.
2. Licensees must make available, at no cost, information about any tools the Licensees offers for preventing unauthorized access to the customer's account, services, or data.

17.2 Protection from Abuse, Mistreatment

17.2.1 Rules on Protection from Abuse

1. Licensees must work to ensure that Customers are protected from abusive treatment by other users or providers.
2. NICTA and Licensees, together with Law Enforcement, will work to develop investigation tools, procedures, and criteria to identify and prevent abusive treatment, including requirements for Licensees to assist with exposing and responding to abusive users.

17.2.2 Public Awareness Campaigns

1. NICTA shall conduct public campaigns to educate consumers on their rights to fair access to services, non-discriminatory practices, and how to report abusive behavior.

17.3 Data Privacy and Security in AI Systems

17.3.1 Data Collection and Processing Transparency

1. Licensees must inform customers about the types of data collected by AI systems (e.g., personal information, service usage data, interaction logs), how this data is used, and how long it will be stored.
2. AI systems must comply with applicable data protection regulations and customer consent must be obtained where required.
3. Customers must have the option to access, modify, or delete any personal data collected by AI systems.

17.3.2 AI and Data Protection

1. The use of AI systems in handling customer data must adhere to strict data security standards, ensuring that customer data is protected from unauthorized access, breaches, or misuse.
2. Licensees must implement encryption, anonymization, and other data protection techniques to safeguard sensitive customer data when interacting with AI.

18 ARTIFICIAL INTELLIGENCE IN CUSTOMER SERVICES

18.1 General AI Usage Guidelines

18.1.1 Definition and Scope

1. "Artificial Intelligence" (AI) refers to systems or machines that perform tasks typically requiring human intelligence, including learning, reasoning, problem-solving, and decision-making (e.g., chatbots, virtual assistants).

2. AI can be utilized in areas including but not limited to customer support, service personalization, billing, data management, and troubleshooting.

18.1.2 AI Usage Transparency

1. Licensees must disclose clearly and transparently when AI systems are being used in customer interactions.
2. Customers must be informed that they are interacting with an AI system instead of a human representative, wherever applicable. This should be communicated at the initiation of the interaction either through a message or in the user interface of the service.

18.2 AI in Customer Service and Support

18.2.1 AI-Powered Customer Support Tools

(a) AI systems can be used to:

- (a) Provide 24/7 customer support through chatbots, voice assistants, or virtual agents.
- (b) Resolve common service issues, such as troubleshooting network issues, billing inquiries, and service plan changes.
- (c) Handle high volumes of customer queries while reducing wait times and increasing operational efficiency.

18.2.2 Clear Disclosure

1. Service Providers must clearly inform customers whenever an AI system is involved in their service interaction.

2. This disclosure should be provided in all forms of AI-based communication, including chatbots, voice assistants, or any AI-powered digital interfaces.

(d) Example: "You are now speaking with our AI assistant. How can I help you today?"

18.2.3 Accuracy of AI Information

1. AI systems used in customer service must provide accurate, relevant, and up-to-date information to the customer.
2. Service Providers must ensure that AI is regularly updated with the latest information about service plans, pricing, promotions, and policies.
3. AI systems must be equipped with safeguards to prevent the dissemination of incorrect or misleading information.

18.2.4 Escalation to Human Support

1. If the AI system is unable to resolve a customer's issue, it must have a clear mechanism to escalate the case to a human customer service agent.
2. AI systems must have the ability to escalate the conversation to a human customer service representative when:
 - (a) The AI cannot satisfactorily resolve the customer's issue.
 - (b) The customer specifically requests a human agent.
 - (c) The AI detects frustration or dissatisfaction from the customer.
3. AI systems should be designed to recognize when a customer's issue requires personalized attention beyond the capabilities of automated systems.

4. The escalation process must be seamless and efficient, ensuring minimal wait time.

18.2.5 Customer Feedback on AI Interactions

1. Service providers must collect customer feedback on AI-driven interactions to evaluate the effectiveness and satisfaction of AI-powered support systems.
2. Customers must have the option to rate their interaction with AI systems and provide feedback that can be used to improve the system.

18.3 AI in Personalization and Service Customization

18.3.1 Personalized Service Recommendations

1. AI systems used for personalizing services (e.g., recommending data plans, value-added services) must:
 - (a) Be based on accurate and up-to-date data about customer preferences, usage patterns, and past interactions.
 - (b) Provide customers with relevant and beneficial recommendations that improve their user experience.
2. Customers must be given control over personalization settings, including the option to opt-out of AI-driven recommendations or to modify their preferences.

18.4 Ethical AI Use and Algorithmic Transparency

18.4.1 AI-Driven Decision Making and Customer Consent

1. Licensees must ensure that AI algorithms used in decision-making processes (e.g., customer credit assessments, personalized offers) are explainable and transparent.
2. Licensees must inform customers about how AI systems are used to personalize services and what data is considered when making recommendations.
3. If AI systems are used to make decisions that affect customer accounts (e.g., credit assessments, service eligibility), customers must be informed of the decision-making process and provided with the option to contest automated decisions.
4. Customers must be informed of how AI algorithms make decisions that affect their service experience, including the criteria used for recommendations or service eligibility.
5. Licensees must offer customers an avenue to challenge decisions made by AI systems, particularly those related to account restrictions, billing errors, or service access.

18.4.2 Non-Discrimination and Fairness

1. AI systems used in customer service must be designed to operate in a non-discriminatory manner.
2. Licensees must ensure that AI systems do not unintentionally introduce bias based on gender, race, age, or other protected characteristics.
3. Periodic audits must be conducted on AI systems to ensure fairness and prevent discriminatory outcomes.

18.4.3 Opt-Out of AI-based Services

1. Service Providers must provide customers with the option to opt out of AI-driven services or interactions.
2. This includes opting out of personalized recommendations, automated customer service, or AI-driven billing or account management tools.
3. Customers should also be able to modify their preferences regarding data usage for AI-driven recommendations.

18.5 Monitoring and Reporting of AI Systems

18.5.1 Monitoring AI System Performance

1. Licensees must regularly monitor the performance of AI systems to ensure they are functioning as intended, meeting customer expectations, and adhering to regulatory requirements.
2. Metrics such as response accuracy, customer satisfaction, and escalation rates should be tracked and reported.

18.5.2 Incident Reporting for AI Failures

1. Licensees must have a protocol in place for reporting AI system failures, including:
 - (a) the type of failure (e.g., inaccurate information, system downtime, algorithmic errors).
 - (b) the impact on customers and the service.
 - (c) the steps taken to resolve the issue and prevent recurrence.

18.5.3 Regulatory Reporting

1. Licensees must report to NICTA if any AI systems cause significant disruption to customer services or violate consumer rights.
2. Reports should include details of the incident, its impact, the corrective measures taken, and any customer compensation provided.

19 COMPLAINTS HANDLING AND DISPUTE RESOLUTION

19.1 Division 1 – General Principles

19.1.1 Right to Lodge Complaints

- i. A consumer may lodge a complaint with a service provider regarding any matter arising from the supply of ICT services, including but not limited to:
 - service faults or interruptions.
 - billing errors.
 - unfair contract terms.
 - misleading or deceptive conduct.
 - privacy breaches.
- ii. no fee or charge shall be imposed on a consumer for lodging a complaint.
- iii. the complaint process shall be accessible, free, and not require legal representation.

19.2 Division 2- Complaints Handling Policy

- 19.2.1 A service provider must have a documented complaint handling policy that:

- i. is consistent with the requirements of this Rule.
 - ii. is published on the provider's website and made available in hard copy on request.
 - iii. sets out the steps for lodging, escalating, and resolving complaints; and
 - iv. includes information on the consumer's right to escalate unresolved complaints to NICTA.
- 19.2.2 The policy must use clear, plain language and be available in formats accessible to persons with disabilities.

19.3 Division 3- Complaints Handling Process

19.3.1 Acknowledgement of Complaints

1. Licensees must acknowledge receipt of a complaint within two (2) working days of lodgment.
2. the acknowledgement must include:
 - (a) a complaint reference number.
 - (b) the name and contact details of the officer handling the complaint;
and
 - (c) an indicative timeframe for resolution.

19.3.2 Timeframes for Resolution

1. Complaints must be resolved 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 provider must:

- (a) inform the consumer of the reason for delay; and
- (b) provide an updated expected resolution date.

19.4 Division 3 – Escalation and Dispute Resolution

19.4.1 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.

19.4.2 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, licensees must provide all relevant complaint records within five (5) working days.
- 4. NICTA shall have the authority to audit licensee service providers in case of suspected overcharging or other misconduct to customers.
- 5. In cases of discovered misconduct, NICTA may issue fines to licensees.

19.4.3 Independent Dispute Resolution

1. NICTA may facilitate or refer disputes to an independent resolution mechanism, including mediation or arbitration.
2. Providers must participate in good faith in any dispute resolution process initiated under this Rule.

19.5 Division 4 – Remedies

19.5.1 Where a complaint is upheld, the service provider must offer a fair remedy, which may include:

- i. repair or replacement of faulty goods.
- ii. credit or refund of overcharged amounts.
- iii. compensation for direct financial loss.
- iv. correction of service or billing records; and
- v. written apology.

19.5.2 Remedies must be provided promptly and without unreasonable conditions.

19.6 Independent Arbitration Process

19.6.1 In the event of an unresolved dispute, consumers must have access to an independent arbitration mechanism that is free from any bias or influence by the Licensee. The arbitration process must:

- (a) be easily accessible to all consumers.
- (b) provide a quick and fair resolution of disputes, with timelines for the arbitration process clearly defined.

- (c) include clear criteria for selecting arbitrators and ensure that the process is transparent and impartial.
- 2. Licensees must inform consumers of their right to arbitration and provide them with the contact details of the independent body facilitating the process.

19.7 Record-Keeping of Complaints:

- 19.7.1 Licensees must maintain accurate records of complaints, including:
 - the nature of the complaint.
 - the date lodged.
 - all actions taken to resolve it; and
 - the outcome.
- 19.7.2 Records must be retained for at least three (3) years and made available to NICTA on request.

19.8 Provisions on Whistleblower Protections

- 19.8.1 Whistleblower Protections
 - 1. Licensees must ensure that their employees and contractors have the right to report non-compliance, consumer mistreatment, or unethical behavior without fear of retaliation.
 - 2. Employees who report such issues must be protected under whistleblower protection laws.
 - 3. Licensees must establish an anonymous reporting system through which employees can confidentially report any violations of consumer protection regulations.

4. Retaliation Prevention: Licensees must have strict policies to prevent any form of retaliation against employees or contractors who report concerns, and such policies must be communicated clearly within the organization.

20 COMPLIANCE

20.1 Compliance and Monitoring

- 20.1.1 NICTA may monitor licensees' compliance with this Rule through audits, inspections, and review of reports submitted by licensees.
- 20.1.2 Licensees must provide accurate and complete information requested by NICTA within the timeframe specified.

20.2 Reporting Obligations

- 20.2.1 Licensees must submit periodic reports to NICTA detailing compliance with service standards, complaint handling, billing accuracy, and other relevant matters as prescribed.
- 20.2.2 Reports must be truthful, complete, and submitted by deadlines stipulated by NICTA.

20.3 Investigations

- 20.3.1 NICTA may investigate suspected breaches of this Rule at its discretion or upon receiving complaints.
- 20.3.2 Licensees must cooperate fully with investigations, providing documents, records, and access as required.

20.4 Corrective Actions

- 20.4.1 Where a breach is identified, NICTA may require the licensee to take corrective action, including:
- (a) rectification of the breach.
 - (b) compensation to affected consumers.
 - (c) public apology or notification; and
 - (d) implementation of compliance programs.

20.5 Penalties

- 20.5.1 NICTA may impose penalties for non-compliance with this Rule, which may include:
- (a) fines consistent with the NICT Act 2009.
 - (b) suspension or cancellation of licences.
 - (c) restrictions on business operations; and
 - (d) other sanctions as prescribed by law.
- 20.5.2 Penalties will be imposed considering the severity, duration, and impact of the breach.

20.6 Appeals

- 20.6.1 A licensee aggrieved by a decision or penalty imposed by NICTA under this Rule may appeal in accordance with procedures established under the NICT Act 2009.

21 TRANSITIONAL AND SAVINGS PROVISIONS

21.1 Existing Contracts and Arrangements

- 21.1.1 Any contract for the supply of ICT services that was entered into before the commencement date of this Rule shall continue in force until it is lawfully terminated, renewed, or replaced.
- 21.1.2 Where such existing contracts contain terms inconsistent with this Rule, the supplier must take all reasonable steps to amend the terms to comply with the Rule within six (6) months of the commencement date.

21.2 Ongoing Complaints and Disputes

- 21.2.1 Any complaint or dispute 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.
- 21.2.2 Nothing in this Rule shall prevent NICTA from directing an ongoing complaint be resolved under the provisions of this Rule where it is in the public interest to do so.

21.3 Phased Implementation of New Obligations

- 21.3.1 Any new obligations imposed on service providers under this Rule that require system or process changes shall be implemented within the timeframes prescribed by NICTA in a written notice.
- 21.3.2 Where no timeframe is specified, compliance must be achieved within three (3) months of the commencement date.

21.4 Savings of Prior Actions

- 21.4.1 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.

21.5 Expiry of Transitional Arrangements

- 21.5.1 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.