

**General Consumer Code of Practice
for the Communications and Multimedia Industry Malaysia**

**Communications and Multimedia
Consumer Forum of Malaysia (CFM)**

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1 INTRODUCTION

1.1 Preamble

1.1.1 This Code sets out the acceptable standards applicable in the communications and multimedia industry, a point of reference for Consumers and a self-regulatory instrument for Service Providers.

1.1.2 Notwithstanding anything in this Code, nothing herein contained shall operate so as to limit or exclude, or is intended to operate so as to limit or exclude, any legal rights or remedies of any Consumer or the access of any Consumer to the courts or to any other appropriate dispute resolution forum.

1.1.3 Nothing in this Code shall remove or restrict the effect of, or reliance on:

- (a) any written law or approved guidelines that imposes on a Service Provider a duty stricter than that imposed under this Code;
- (b) any term in any agreement in writing between a Subscriber and a Service Provider to the extent that the term:
 - (i) imposes a stricter duty on a Service Provider than that imposed under this Code; and
 - (ii) provides a remedy more advantageous to a Subscriber than the remedies provided under this Code.

1.1.4 This Code shall have effect notwithstanding any contract term that applies (or purports to apply) the law of another country where the term appears to have been imposed wholly or mainly for the purpose of enabling the party imposing it to evade the operations of this Code.

1.1.5 This Code shall be read in conjunction with related legislation, including (but not limited to):

- (a) the Communications and Multimedia Act 1998;
- (b) the Consumer Protection Act 1999; and
- (c) the Personal Data Protection Act 2010,

and their related regulations, standards, determinations and guidelines.

1.1.6 If there is a conflict between the requirements of this Code and any requirements imposed on a Service Provider by legislation or by the relevant authorities, a Service Provider shall not be in breach of this Code by complying with the legislation or the requirements of the relevant authorities.

1.2 Objectives

This Code is a code of conduct designed to ensure good service and fair outcomes for all Consumers for the provision of Services.

1.3 Scope

1.3.1 This Code shall apply to the following persons:

- (a) all licensed Service Providers, as far as their licensed activities are concerned; and
- (b) other persons or classes of persons as may be determined by MCMC from time to time.

1.3.2 This Code is of general application. Sub-codes shall be developed to address specific industry needs, where relevant. This Code shall govern all sub-codes unless expressly otherwise provided for in the sub-codes.

1.3.3 This Code shall come into effect upon registration in accordance with the CMA. However, Service Providers shall be granted a grace period of six (6) months from the date of registration, or such period as may be extended by the CFM, to comply with the provisions of this Code.

1.3.4 Compliance with this Code

A Service Providers shall observe the following to ensure their compliance with this Code:

- (a) Develop compliance policies and procedures;
- (b) Ensure that compliance policies, procedures and this Code are publicised to its employees and that such employees comply with this Code;
- (c) Develop programmes to educate employees on compliance with this Code;
- (d) Implement a line management structure to monitor compliance of policies, procedures and this Code;
- (e) Designate or set up a specific unit to attend to, coordinate or otherwise handle Code compliance related issues;
- (f) Liaise and engage with the CFM in order to obtain updates on this Code; and
- (g) Where applicable, ensure that third parties who are working together with a Service Provider in the provision of a Service, including vendors and suppliers, are sufficiently informed of the requirements of this Code and take sufficient steps to ensure that such third parties are in compliance with this Code.

1.3.5 Exemptions

- (a) A Service Provider may apply to the MCMC for an exemption from all or certain provisions of this Code, if a Service Provider is of the view that it is unable to or finds it unreasonable to comply with such provisions in this Code.
- (b) The MCMC may grant an exemption to a Service Provider for a specific period of time in respect of compliance with all or any of the provisions in this Code.

1.4 Definitions and interpretation

1.4.1 Definitions

For the purposes of this Code:

CFM

means the Communications and Multimedia Consumer Forum of Malaysia.

Charge

means the tariff or fee which a Service Provider levies for the provision of a Service or such other transactions related to the provision of a Service.

CMA

means the Communications and Multimedia Act 1988.

Code

means this General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia.

Consumer

means:

- (a) an individual who acquires or uses, or intends to acquire or use a Service for personal, domestic or household purposes and not for resale; or
- (b) a body corporate or unincorporate that acquires or uses, or intends to acquire or use a Service which is not for resale, and such body corporate or unincorporate does not have a genuine and reasonable opportunity to negotiate the contractual terms and conditions in respect of any contract that it will be entering into with a Service Provider.

Customer Service

means services provided by a Service Provider to a Consumer and/or a Subscriber, in connection with the use of a Service.

Fraud

means dishonestly accessing or using a Service (or attempting to do so) with the intent of: (a) deceiving a Service Provider or any other person; (b) not paying for the relevant Service; or (c) securing unlawful gain or advantage.

Involuntary Disconnection

means the termination by a Service Provider of a contract for the provision of a Service entered into with a Subscriber.

MCMC

means the Malaysian Communications and Multimedia Commission.

Product

means a physical item that is provided, or caused to be provided by a Service Provider as an integral part of a Service.

Restriction

means a situation where access to the available Service (or an aspect of a Service) is limited.

Service

means a network service, applications service or content applications service as defined under the CMA including public cellular service and broadband access service and where relevant, also includes a Product.

Service Provider

means a person who provides a Service.

Subscriber

means a Consumer who entered into a contract with a Service Provider in respect of a Service.

Suspension

means the prevention of access to a Service, except to emergency service numbers (where applicable) by a Service Provider.

Working Day

means a day on which commercial banks are open for business in the location of the relevant Service Provider.

1.4.2 Interpretations

In this Code, unless the contrary appears:

- (a) Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified;

- (b) Reference to clauses and sub-clauses shall refer to clauses and sub-clauses of this Code;
- (c) Headings are for convenience only and shall not affect the interpretation of this Code;
- (d) Words importing the singular number shall include the plural and vice versa;
- (e) Words importing the masculine gender shall include the feminine and neuter gender and vice versa;
- (f) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (g) Mentioning anything after include, includes or including does not limit what else might be included;
- (h) References to persons include:
 - (i) an individual, firm, body corporate or unincorporate, government or governmental, semi-governmental or local authority or agency; and
 - (ii) an executor, administrator, successor, agent, assignee and novatee of the person.

2 FUNDAMENTAL PRINCIPLES

2.1 Dealings with Consumers

2.1.1 A Service Provider shall communicate with a Consumer:

- (a) in a simple and straightforward language; and
- (b) in a way that is appropriate to a Consumer's communications needs including those with special needs.

2.1.2 A Service Provider shall have sufficient processes in place to ensure that a Consumer is treated courteously and in a fair and reasonable manner.

2.1.3 To ensure that a Service Provider provides a reasonable standard of Customer Service to Consumers, a Service Provider shall ensure that its employees are trained to deal with enquiries, and that policies and procedures are put in place which should take into account the following:

- (a) Availability of information, so a Consumer is informed on how a Service Provider can be contacted and the relevant hours of operation of these contact methods; and
- (b) Dealings with enquiries, in a timely and effective manner.

2.1.4 A Service Provider should assess performance in respect of its Customer Service, which may include the following steps:

- (a) Seeking and obtaining feedback from Consumers on how a Service Provider deals with enquiries; and
- (b) Using this feedback to identify any system issues and taking reasonable steps to implement improvements to its Customer Service processes.

2.2 Consumers with special needs

- 2.2.1 Clause 2.2 applies to a Service Provider when dealing with:
- (a) persons with disabilities as defined under the Persons with Disabilities Act 2008; or
 - (b) the elderly, which refers to persons who are aged 60 or above.
- 2.2.2 A Service Provider shall provide information to a Consumer with special needs in a manner that the information can be used by such Consumer to make an informed decision before entering into a contract with a Service Provider.
- 2.2.3 A Service Provider shall ensure that procedures are in place to ensure that:
- (a) the appointment of an Authorised Representative takes into account whether the authorisation was sufficiently given;
 - (b) a Consumer with special needs is able to access the complaints handling process and may be represented by an Authorised Representatives when making a complaint;
 - (c) where a Consumer with special needs specifically requests assistance in lodging complaints, a Service Provider shall provide whatever assistance is reasonable.

For the purpose of this clause 2.2.3, the term “Authorised Representative” refers to a person who has authority from a Consumer to deal with a Service Provider on behalf of that Consumer as their authorised agent.

3 INFORMATION FOR CONSUMERS

This Part sets out the requirements on how the information about a Service should be disseminated to a Consumer.

3.1 Advertising

3.1.1 For the purpose of clause 3.1, the term “Advertising Materials” refers to advertising and promotional materials in relation to a Service including, without limitation to:

- (a) direct mail;
- (b) brochures;
- (c) posters;
- (d) advertorials;
- (e) press and magazine advertisements;
- (f) media releases;
- (g) signage;
- (h) billboards;
- (i) radio advertisements;
- (j) television advertisements;
- (k) cinema advertisements;
- (l) promotional videos;
- (m) website materials;
- (n) electronic mail;
- (o) electronic news groups;
- (p) short messaging system (SMS);
- (q) information kiosks;
- (r) packaging materials; and
- (s) price tags.

3.1.2 A Service Provider shall ensure that Advertising Materials are in compliance with all applicable laws, regulations, standards, guidelines and codes issued by the relevant authorities from time to time.

3.1.3 A Service Provider shall also observe the following requirements in the preparation, publication and dissemination of Advertising Materials:

(a) Representation of Services

- (i) Any descriptions, claims and comparisons made through the Advertising Materials which relate to objectively ascertainable fact should be capable of substantiation.
- (ii) Wherever practicable, a Service Provider shall disclose in all Advertising Materials its brand name under which it conducts business, and its contact information.

(b) Availability of Services

- (i) A Service Provider shall provide a Service as described in Advertising Materials.
- (ii) A Service Provider shall provide a qualifier in Advertising Materials which promote the availability of a Service, in the event there are geographical or technical limitations on the availability of a Service to a Consumer which:
 - (A) substantially affects the performance of the Service; and
 - (B) are known to a Service Provider.

Examples of qualifiers include, but are not limited to:

- “For further information, please contact XYZ”.
- “Terms and conditions apply”

- “For further information, please visit our website (www.cfm.org.my)”
 - “Subject to service availability”.
- (iii) Limited classes of eligible Consumers: If certain offers for a Service are promoted in Advertising Material but are only available to a certain group of people, a Service Provider shall make clear the limited nature of the offer.
- (c) Disclaimers
- (i) A Service Provider shall clearly state any disclaimers to an offer it provides:
- (A) next to the offer;
 - (B) linked to the offer by an asterisked footnote in proximity to the offer; or
 - (C) for television and radio Advertising Materials, as part of the advertisement.
- (ii) A Service Provider shall ensure that a disclaimer used in Advertising Materials for a Service that it provides is:
- (A) clearly indicated and visible;
 - (B) legible;
 - (C) in a reasonable font size having regard to the type of font used; and
 - (D) readily understandable, having regard to the nature of the advertisement, the

medium used to convey it and its likely audience.

- (iii) A Service Provider shall not use a disclaimer to negate the principle messages of Advertising Materials.
 - (iv) A Service Provider shall advertise in such a manner that a Consumer is able to distinguish between contractual terms and conditions, and marketing and promotional activities.
- (d) Savings Claim
- (i) The term “Savings Claim” refers to a statement to the effect that a Consumer will spend less money by taking a particular Service or using a particular Service Provider than they would otherwise have to spend.
 - (ii) The following provisions apply to Savings Claim including those which involve free offers, special offers below market price and free usage offers:
 - (A) A Service Provider shall not make a Savings Claim in any Advertising Materials unless it is true and if each reasonable inference from Advertising Materials as to savings can be substantiated.
 - (B) A Service Provider shall make clear in Advertising Materials any basic conditions that a Consumer needs to satisfy before qualifying for any Savings Claim.
 - (C) General Savings Claims e.g. “save money” or “you will save” may only be used if all

Consumers would save under the offer. In this situation, a Service Provider shall specify a Service, rate or other matters for which that Savings Claim is based.

- (D) In the event that Savings Claims apply only to specific groups of Consumers, the qualifications shall be clearly stated.
- (E) If access to a Service is promoted in any Advertising Materials as provided for free or below market price, but additional Charges apply to use such Service, a Service Provider shall disclose the additional Charges.
- (F) A Service Provider shall not advertise a Service as “free” unless the principal terms and conditions of the free offer so far as they relate to fees and Charges are disclosed in Advertising Materials. For example, any offer for free usage of Service which shall be utilised within a specific period shall be clearly specified in Advertising Materials.
- (G) Where a supplier uses the term “unlimited” or an equivalent in its Advertising Materials, a Service Provider shall not put any terms and conditions, there should not be any quota set to the usage.
- (H) A Service Provider shall not excessively increase the price of a Service accompanying the free or special offer to

cover some or all of the cost of such free or special offer.

(e) Comparative Advertisements

- (i) The term “Comparative Advertisement” refers to an advertisement that makes comparisons between a particular Service and those of other similar Services (whether offered by another Service Provider or otherwise) for the purpose of encouraging a Consumer to select the particular Service.
- (ii) Comparative Advertisements are permissible in the interest of vigorous competition and public information, provided they comply with the terms of this Part of this Code.
- (iii) All Comparative Advertisements shall respect the principles of fair competition and shall be so designed that there is no likelihood of a Consumer being misled as a result of the comparison, either about a Service advertised or that which it is compared with.
- (iv) The subject matter of a comparison shall not be chosen in such a way as to confer an artificial advantage upon the advertising Service Provider or so as to suggest that a better bargain is offered than is truly the case.
- (v) Points of comparison shall be based on facts which can be substantiated and should not be unfairly selected. In particular:
 - (A) The basis of comparison shall be the same for all the Services being compared and

shall be clearly stated in the Comparative Advertisement so that it can be seen that like is being compared with like.

- (B) Where a Service of an advertising Service Provider is listed and compared with those of other Service Providers, such comparison shall be a complete comparison of all similar Services in the market. If the comparison is not a complete comparison, the Advertising Materials shall clearly indicate that the listed Services are only a selection.

3.2 Provision of information

3.2.1 A Service Provider shall provide a summary of the offer made in respect of a Service to allow a Consumer to compare offers provided by each Service Provider which shall be referred to as a Critical Information Summary, and such summary shall include the following information:

- (a) Description of a Service: Information on a Service to be provided under the offer. Where a Service is packaged or bundled with other Services and/or Products, information on such other Services and/or Products necessary to be purchased as well as the price of each Service or Product if purchased separately, shall be provided. The use of technical jargon shall be avoided, except where necessary;
- (b) Term: Minimum duration applicable for a Service, subsequent minimum contract period as well as minimum notice period applicable to a Subscriber prior to him exercising his termination rights under the contract;
- (c) Limitations of a Service: Inclusions, exclusions and any important conditions, limitations, restrictions or qualifications, where applicable, shall be clearly set out;

- (d) Charges: Charges that may apply for a Service under the offer, frequency of Charge and Charges that may vary during the term of the contract. Where there are any other Charges related to a Service which would be applicable including late payment, payment failure, Service restoration and early termination Charges, such information shall also be informed to a Consumer. If a Service would potentially require a Service of another Service Provider, the said Service Provider shall inform such Consumer of any conditions or additional Charges that the other Service Provider will impose on a Consumer for such a Service; and
- (e) Contact details for Customer Service.

3.2.2 A Service Provider shall ensure that the Critical Information Summary shall be in a concise and written form, and is provided to a Consumer prior to sale in any of the following manner:

- (a) via electronic means; or
- (b) in any manner as a Service Provider may determine as appropriate for dissemination to a Consumer.

3.2.3 Requests for any information covered by this Part or otherwise:

- (a) shall be responded to by a Service Provider within seven (7) Working Days from the date of receipt of such request; and
- (b) shall be made available at no cost, provided that such information is not subject to Charges otherwise permitted by any law.

3.2.4 A Service Provider may develop a strategy to address the basic information needs of a Consumer, for example a database of frequently asked questions.

4 CONTRACTUAL TERMS AND CONDITIONS

4.1 Prior to entering into a contract

4.1.1 A Service Provider or through its authorised dealer shall ensure that all information in respect of a Subscriber that is required pursuant to any applicable legislation, regulations, codes, standards, guidelines, determinations or directions are sufficiently collected for the purpose of entering into a contract with a Subscriber for the provision of a Service.

4.1.2 A Service Provider shall inform a Subscriber of their obligations and the repercussions arising from a breach of their obligation under any contract entered into between a Service Provider and a Subscriber.

4.2 Presentation of contractual terms and conditions

4.2.1 Contractual terms and conditions for the provision of a Service to a Subscriber shall be written in plain language and shall be legible.

4.2.2 Contractual terms and conditions for the provision of a Service shall be made available to a Subscriber as soon as reasonably possible after a Subscriber has accepted the contractual terms and conditions.

4.3 Terms and conditions

4.3.1 A Service Provider shall ensure that the terms and conditions include the following information in a clear, comprehensive and easily accessible form:

- (a) name of a Service Provider which a Subscriber is contracting with in respect of the provision of a Service covered by the contract;
- (b) commencement date of the contract (except where the contract is a standard agreement);

- (c) duration of the contract as well as any conditions for extension, renewal and termination (including early termination) of Service and the contract including any minimum usage or duration required and any Charges due on termination of the contract;
- (d) description of a Service provided including essential ancillary Services, value-added Services, or Subscriber equipment purchased from a Service Provider for use with the Service;
- (e) details of Charges payable for a Service as well as any other Charges payable which are not specifically covered by the contract, including any deposit amount and the circumstances when the deposit is refundable, any prepayment amount and the circumstances when the prepayment is refundable or is to be off set from Charges, any waivable Charges and the circumstances when the waivable Charges may apply, all Service establishment and installation Charges, and any subsequent Charges if a Subscriber's usage exceeds the Service entitlement included in such Charges;
- (f) payment details such as payment methods offered and any difference in costs due to payment method, as well as payment due dates;
- (g) information on any other conditions limiting access to and use of a Service;
- (h) terms and conditions relating to disconnection and reconnection, as well as Charges for reconnection;
- (i) terms and conditions relating to refund of deposit (if applicable);
- (j) conditions relating to situations that may give rise to Restriction, Suspension or Involuntary Disconnection;

- (k) terms and conditions relating to the procedures and manner in which any term and condition may be varied or changed by a Service Provider, and the arrangements for any such change to be implemented.

4.4 Terms and conditions other than in writing

4.4.1 Where a contract is entered into other than in writing, a Service Provider shall within a reasonable time thereafter provide the written contract to a Subscriber.

4.4.2 Clause 4.4 does not apply where a new Service is subsequently subscribed in addition to the main Service under the same existing contract, provided that a Service Provider shall make available reasonable means for a Subscriber to check the contract terms and conditions of such Service as described in clause 4.3 including any specific terms applicable to a Subscriber, prior to the Subscriber subscribing the new Service.

4.5 Variation and renewal

4.5.1 Where a contract includes provisions allowing a Service Provider to vary or renew the terms and conditions of the contract, those provisions shall include the following features:

- (a) Terms and conditions which can be varied or renewed by a Service Provider; and
- (b) In the event that the variation or renewal will result in an increase in Charges, or have a substantial and adverse impact on a Service:
 - (i) a Service Provider shall use reasonable means to give not less than thirty (30) Working Days' prior notice to the affected Subscribers before effecting the change;

- (ii) a Subscriber shall be permitted to terminate the contract, by notice in writing prior to the variation or renewal coming into effect, without a Subscriber incurring any Charges of any kind in respect of that termination (other than incidental costs) in the event that:
 - (A) there is any increase in Charges, including Charges which is obligated to be incurred for the continued use of a Service by a Subscriber; or
 - (B) a Subscriber can demonstrate that the variation to the contract terms or renewal will result in a substantial and adverse impact to a Service that he has acquired; and

provided that if no action is taken by a Subscriber prior to the variation or renewal despite being notified in accordance with clause 4.5.1(b)(i) and the Subscriber continues to use such Service, the Subscriber is deemed to have consented to the variation or renewal. For the avoidance of doubt, this clause does not prohibit a Subscriber from terminating the contract in accordance with the contractual terms and conditions.

- 4.5.2 A Service Provider may, at its own discretion, only provide copies of variation to a contract and need not provide the entire contract where a Subscriber requests a copy of the contract and a Subscriber has already been provided with an updated copy of the contract.

5 BILLING

For the purpose of Part 5:

Bill

means, in relation to postpaid services, an invoice from a Service Provider which advises a Subscriber of the total of each Billed Charge.

Force Majeure

means an unforeseen or uncontrollable force or event, such as fire, flood, earthquake, storm or other disturbance, whether caused by the elements, an act of God, war, strike, lockout, riot, explosion, insurrection, governmental action or another event of the same kind, which is not reasonably within the control of a party.

Billed Charge

means a Charge that is due for payment by a Subscriber in respect of a Service provided by a Service Provider.

5.1 Guiding principles

5.1.1 In relation to this Part, a Service Provider shall be guided by the following principles:

- (a) **Accessibility:** A Subscriber is able to obtain information relevant to his current Bill or any item of its content;
- (b) **Accurate:** Content of a Bill shall be accurate and verifiable;
- (c) **Timely:** A Bill shall be issued in a timely manner; and
- (d) **Sufficient information:** Sufficient information shall be provided in the Bill or otherwise readily available to a Subscriber for verification. Upon a bona fide request from a

Subscriber, a Service Provider shall inform or provide a Subscriber with timely, accurate and current information about its Billing terms and conditions and options relevant to such Subscriber.

5.2 Provision of Bill

5.2.1 A Service Provider shall ensure that:

- (a) Bills are presented and formatted in a manner that a Subscriber can easily read and understand the content; and
- (b) Bills have sufficient and clear descriptions of items and categories.

5.2.2 Except in the circumstances provided in clause 5.2.3, Billing information shall be provided through one medium free of Charge.

5.2.3 The circumstances in which a Service Provider may so charge, are generally where a Subscriber requests Billing information:

- (a) which exceeds three (3) months prior to the date of request;
- (b) for itemised Billing;
- (c) that is of a frivolous, vexatious or onerous nature; or
- (d) in such other situations as are reasonably considered by a Service Provider as incurring cost in carrying out the requests of a Subscriber.

5.2.4 In the event of a Service Provider wishing to levy Charges in any of these instances, a Service Provider shall first inform a Subscriber of its intention to levy Charges as a result of a Subscriber's request and obtain the consent from such Subscriber.

- 5.2.5 A Service Provider shall make the Bill available to a Subscriber in a medium that includes but is not limited to any of the following:
- (a) paper form sent by normal mailing/post; or
 - (b) via electronic means, such as e-mail, digital platform or other online means.
- 5.2.6 If a Service Provider decides to change its Bill delivery medium, it shall inform a Subscriber of the proposed change to the delivery medium.
- 5.2.7 Notwithstanding clause 5.2.3, a Service Provider may charge a Subscriber for the issuance of Bills in an additional medium or for a change in a delivery medium provided that such Service Provider shall inform a Subscriber of the amount of Charges and such Charges shall be minimal.

5.3 Content

- 5.3.1 A Service Provider shall put into place necessary internal systems and safeguards to ensure that inaccuracies are minimised in Billed Charges.
- 5.3.2 A Service Provider shall ensure that sufficient information is readily available to a Subscriber to allow them to verify that Billed Charges are consistent with:
- (a) a Service Provider's published or contracted prices and discounts; and
 - (b) what a Subscriber has requested, utilised or contracted to receive.
- 5.3.3 A Service Provider shall ensure that the following information are included, at the minimum, in all Bills issued:
- (a) Subscriber's Billing name;

- (b) Subscriber's Billing address;
- (c) Service Provider's current business name, address and registered number;
- (d) Bill reference and/or Subscriber's account reference number;
- (e) The date the Bill is issued;
- (f) The Billing period;
- (g) The total Bill amount which may include, but not limited to, the current Bill Charges, outstanding amount, applicable credits, payments or discounts, additional Charges that will apply for applicable payment methods, and the net amount payable by a Subscriber;
- (h) Description of the Charges (and credits) for which a Subscriber is Billed including any Charges that exceed any spend limits or included allowance thresholds (if applicable);
- (i) Payment due date;
- (j) At least one method of Bill payment; and
- (k) Method to contact for Billing inquiries and complaints.

5.4 Timeline for issuance of Bill

- 5.4.1 Except in the circumstances provided for in clause 5.4.2, a Service Provider shall process and issue Bills within thirty (30) Working Days of the closure of each Billing period.
- 5.4.2 The circumstances in which a Service Provider may exceed the specified number of days are:

- (a) where there exists a separate agreement with a Subscriber to the contrary;
- (b) where there is a delay as a result of inclusion by a Service Provider of value added information into the Bill;
- (c) where there has occurred a system or processing problem or upgrade; or
- (d) where there is Force Majeure,

in which case a Subscriber shall be notified of such circumstances, and a Subscriber shall be granted an extension of time to pay of not less than the length of the delay.

5.5 Timeliness of Billed Charges

- 5.5.1 Except in the circumstances set out in clause 5.5.2, a Service Provider shall ensure that all Charges relating to the Billing period should be incorporated in the current Bill for that Billing Period.
- 5.5.2 The following constitute circumstances wherein any failure by a Service Provider in adhering to the timeline requirements in clause 5.5.1 above being deemed to be and constituting a non-failure by such Service Provider in fulfilling its said timeline obligations. These are circumstances where:
 - (a) delays are occasioned by Charges being suspended while under dispute;
 - (b) Charges are released after a delay that has been previously agreed by a Subscriber and a Service Provider;
 - (c) late Billing of Charges are due to back dated credits and re-Billing following late advice to a Service Provider of a change in the status of a Subscriber;

- (d) late Billing of Charges are due to changes initiated by a Subscriber, for e.g., where a Subscriber has requested for changes in Billing frequency or Billing period;
- (e) late Billing of Charges are due to Numbering Plan changes; or
- (f) late Billing is due to circumstances beyond the reasonable control of a Service Provider, including Force Majeure.

5.5.3 In the event that a Service Provider is unable to or refuses to meet the requirements provided for in clause 5.5.1, a Service Provider shall notify a Subscriber accordingly and inform a Subscriber of the arrangements being made by a Service Provider to rectify the situation. A Subscriber shall also be granted an extension of time to pay of not less than the length of the delay.

5.6 Payment options

5.6.1 A Service Provider shall inform a Subscriber as to the various options available to a Subscriber to make payment in respect of their Bills as well as to the terms and conditions associated with each option.

5.6.2 A Service Provider shall provide reasonable means by which a Subscriber may easily verify any payments.

5.6.3 A Service Provider shall note and apply Bill payments and where applicable re-activate a Service in a Service Provider's relevant system within forty-eight (48) hours from the date of clearance provided that a Service Provider shall not be in breach of this clause if:

- (a) system or processing problems occur;
- (b) a Service Provider does not receive accurate, complete and timely information about payment for a Service; or
- (c) a Force Majeure event occurs.

- 5.6.4 A Service Provider offering Automatic Payment as a payment facility for a Service shall comply with a Subscriber's authorisation and shall:
- (a) ensure that a Subscriber can access all Billing information on request and before the Automatic Payment occurs;
 - (b) ensure that a Subscriber can, on request, verify that its Automatic Payment arrangements are in accordance with their authorisation;
 - (c) ensure that a Subscriber can readily cancel an Automatic Payment authorisation by providing a simple mechanism (such as e-mail or faxed request to do so); and
 - (d) process a cancellation request detailed in clause 5.6.4(c) in respect of an Automatic Payment authorisation within three (3) Working Days of receipt of the request.
- 5.6.5 For the purpose of clause 5.6.4, the term "Automatic Payment" refers to a periodic payment that is automatically deducted by a Service Provider from a Subscriber's nominated financial institution account, executed by a Service Provider at a Subscriber's request.

6 CREDIT PRACTICES

6.1 Credit assessment

6.1.1 A credit assessment refers to the process by which a Service Provider determines the level of credit to be provided by it (if any) to a Consumer.

6.1.2 If a Subscriber applies to a Service Provider for the supply of a Service, a Service Provider at its own discretion shall perform an appropriate credit assessment to determine whether or not to supply a Service to a Subscriber.

6.1.3 If a Service Provider refuses to supply a Service, a Service Provider shall inform a Subscriber within a reasonable time that:

- (a) an application for a Service has been refused; and
- (b) reason(s) for the refusal.

6.2 Credit Management

6.2.1 For the purpose of clause 6.2, the term “Credit Management” refers to the process by which a Service Provider manages any credit risk to a Service Provider and collects outstanding debts from a Subscriber.

6.2.2 A Service Provider shall act in good faith in respect of any Credit Management action taken against a Subscriber.

6.2.3 Where it becomes necessary for a Service Provider to take Credit Management action in respect of any outstanding amount, a Service Provider shall:

- (a) where a Restriction of Service is involved:
 - (i) take reasonable steps to inform a Subscriber of a Service Provider's intention to restrict a Service at least seven (7) days prior to the Restriction except

(but not limited to) where the account status presents an unacceptably high credit risk or a Service Provider reasonably suspects Fraud; and

- (ii) ensure that emergency service numbers can be accessed during a Restriction provided that it is technically available.
- (b) where a Suspension of Service is involved:
- (i) make reasonable attempts to inform a Subscriber of a Service Provider's intention to suspend a Service at least seven (7) days prior to the Suspension except where the account status presents an unacceptably high credit risk or a Service Provider reasonably suspects Fraud; and
 - (ii) ensure that emergency service numbers can be accessed during Suspension provided that it is technically available.
- (c) where an Involuntary Disconnection of Service is involved, a Service Provider must make reasonable attempts to inform a Subscriber of a Service Provider's intention to disconnect a Service through a separate Involuntary Disconnection notice (and not just a Bill) at least seven (7) days prior to the Involuntary Disconnection except if the account status presents an unacceptably high credit risk or a Service Provider reasonably suspects Fraud.

6.2.4 Where a Subscriber is informed by a Service Provider of a Service Provider's intention to Restrict, Suspend or Involuntarily Disconnect the Service, a Service Provider shall ensure that:

- (a) attempts to inform are directed to a Subscriber; and

- (b) primary method of informing a Subscriber shall be a format reasonably acceptable to a Subscriber based on their previous or usual communication with a Subscriber.

6.2.5 A Service Provider shall not take Credit Management action in relation to disputed amounts while the dispute is being investigated and remains unresolved by a Service Provider.

6.3 Credit reporting agencies

6.3.1 For the purpose of clause 6.3, the term “CRA” refers to a credit reporting agency as defined under the Credit Reporting Agencies Act 2010.

6.3.2 Information about a Subscriber can only be disclosed by a Service Provider to any CRA provided that:

- (a) the provisions of this Code, in particular clause 6.2.3(c); and
- (b) any applicable laws (including the Personal Data Protection Act 2010), regulations, standards, guidelines and codes issued by the relevant authorities from time to time,

have been complied with.

6.3.3 In the event a Service Provider discloses information about a Subscriber to a CRA and there are changes made subsequently to such information (including where a Subscriber has settled the credit-related issues which resulted in the initial disclosure to the CRA), a Service Provider shall update such information with the relevant CRA as soon as practicable.

7 COMPLAINTS

7.1 General principles

7.1.1 These rules refer to the processing of non-written (via telephone and walk in Subscriber) and written (via e-mail, fax post or otherwise) complaints to a Service Provider.

7.1.2 A Service Provider shall implement complaint handling processes based on the principles outlined in this Part, in particular clauses 7.2 and 7.3.

7.2 Complaints handling process

7.2.1 Information on the complaints handling processes should be set out in a manner that is concise, easily understood and kept up-to-date, and shall inform a Subscriber:

- (a) about a Subscriber's right to complain;
- (b) how a Service Provider can be contacted in order to make a complaint;
- (c) the types of supporting information and/or documents a Subscriber needs to furnish when making a complaint;
- (d) the manner and timeframe in which complaints shall be acknowledged;
- (e) that speedy complaint lodgements by a Subscriber are encouraged to ensure prompt processing of complaints by a Service Provider; and
- (f) that complaints shall be recorded by a Service Provider.

7.2.2 A Service Provider shall inform a Subscriber that while the complaint is being investigated, a Subscriber is obliged to make payment on any outstanding amount other than the disputed portion.

- 7.2.3 Complaint handling processes should be provided free of Charge. However, a Service Provider may impose a reasonable Charge for complaint handling processes where investigation of a complaint requires the retrieval of extensive or archival (more than three (3) months) records.
- 7.2.4 It is recommended that a Service Provider provide information about its complaint process in as many mediums and formats as possible. It is recommended that a Service Provider take steps to ensure that a Subscriber can easily identify where a complaint may be lodged within a Service Provider's premises. The more specific reference to "Customer Service" or "complaints" is recommended instead of the reference to "general inquiries".
- 7.2.5 To ensure that a Subscriber is not discouraged from making a complaint, a Service Provider should consider the provision of a low cost access medium including but not limited to e-mail, toll free number, mailing address or internet webpage form.
- 7.2.6 A Service Provider's complaint handling processes shall be publicised using reasonably sufficient means to its employees as well as a Subscriber.

7.3 Complaints handling management

- 7.3.1 Complaints shall be acknowledged by a Service Provider:
- (a) at the time the complaint was made, in respect of a non-written complaint;
 - (b) within one (1) Working Day of receipt, in respect of complaints made via electronic means; or
 - (c) within a reasonable time, in respect of complaints made in paper form,

provided always that a complaint is only considered to have been made when all the supporting information and/or documents pursuant to clause 7.2.1(c) has been furnished to a Service Provider.

7.3.2 A Service Provider shall seek to resolve any complaints on a first contact basis wherever possible, and to escalate it only in circumstances where all possible steps to resolve the complaint has been exhausted.

7.3.3 Where it is not possible to resolve a complaint on first contact basis, a Service Provider shall advise a Subscriber of the proposed resolution of the complaint:

(a) for simple cases, within three (3) Working Days from the date the complaint is acknowledged; and

(b) for complex cases, within fifteen (15) Working Days from the date the complaint is acknowledged,

provided if a Service Provider does not believe the complaint can be resolved within the timeline as set out above, a Service Provider shall advise a Subscriber of the reasons for the delay and the specific timeframe for the possible final resolution of the complaint.

7.3.4 A Service Provider shall ensure that:

(a) a Subscriber is advised of any delays to promised timeframes save and except for matters which are beyond the reasonable control of a Service Provider, including but not limited to, non-coverage area or where upgrades of network are not available; and

(b) a Subscriber is advised of the resolution of the complaint, as soon as practicable after a Service Provider completes its investigation of the complaint.

- 7.3.5 A complaint that is closed refers to a Complaint that is no longer open in a Service Provider's complaint management system and no further work is required by a Service Provider. A complaint shall only be closed:
- (a) with the consent of a Subscriber; or
 - (b) where a Subscriber is dissatisfied with the progress or resolution of a complaint and a Service Provider has informed a Subscriber about the options for external dispute resolution; or
 - (c) if, after careful consideration and appropriate internal escalation, a Service Provider concludes that a complaint is frivolous or vexatious and that it can do nothing more to assist a Subscriber or that, in view of a Subscriber's behavior, it chooses not to deal with a Subscriber any further, in which case a Service Provider shall inform a Subscriber of the options for external dispute resolution; or
 - (d) if a Service Provider is unable to contact a Subscriber to discuss their complaint or to advise them of the proposed resolution of their complaint, in which case a Service Provider shall provide written notification informing a Subscriber that the complaint shall be closed upon issuance of such written notification.

7.4 Compensation

A Service Provider shall offer compensation to a Subscriber where required by any applicable laws, regulations, guidelines and codes issued by the relevant authorities from time to time.

7.5 Retention of complaint records

Material collected and recorded throughout the complaint handling process is to be retained by a Service Provider for a period of at least one (1) year following the resolution of a complaint.

7.6 Complaints handling and sanctions by the CFM

7.6.1 The CFM shall monitor and coordinate the administration of this Code adherence system, complaints and administration of sanctions.

7.6.2 The CFM shall analyse and investigate the complaint in order to determine whether there has been a breach of this Code, taking into account the following factors:

- (a) seriousness of the breach;
- (b) past conduct of a Service Provider with respect to compliance with this Code; and
- (c) representations made by a Service Provider with regards to the alleged breach.

7.6.3 In the event the CFM finds that there has been any non-compliance with this Code, the CFM may issue a notice to a Service Provider in respect of such non-compliance.

7.7 Monitoring of breach rectification

The MCMC shall monitor the adoption of sanctions and rectifications.

7.8 Referral to the MCMC

In the case of continued breaches of this Code, the CFM shall use its discretion as to whether to refer a matter to the MCMC for its consideration. The CFM shall use the full mechanisms of this complaint handling and sanction process, before referral to the MCMC.

7.9 Audit by MCMC

The MCMC may from time to time audit the complaints handling processes of a Service Provider.

8 ADMINISTRATIVE MATTERS

For the purpose of Part 8, the term “Forum Participant” refers to all licensed Service Providers, non-licensed Service Providers public interest groups and other non-governmental organisations who are members of the CFM.

8.1 Administration by the CFM

8.1.1 The CFM shall administer and shall primarily be responsible for overseeing the conduct of this Code.

8.1.2 At the commencement of this Code and where this Code is reviewed from time to time, the CFM shall publicise this Code to members of the CFM and the public.

8.2 Reporting by CFM

8.2.1 The CFM shall prepare regular reports to assist it in its ongoing monitoring and review of this Code, which shall be referred to as “Performance Reports”.

8.2.2 The Performance Reports shall document:

- (a) publicity and education programmes;
- (b) monitoring activities undertaken by the CFM;
- (c) steps taken by a Service Provider in the development of in-house compliance systems;
- (d) costs and other details of financial administration;
- (e) continuous improvement in Code principles and administration; and

- (f) developments in technology which are expected to have an impact on operational procedures covered by this Code, and the steps proposed to be taken by the CFM to address these issues.

8.2.3 The Performance Reports shall be submitted to MCMC on a monthly basis.

8.2.4 The CFM's Annual Report shall contain a summary of the Performance Reports for that relevant year.

8.3 Monitoring of this Code

8.3.1 The CFM shall monitor compliance by a Service Provider in respect of the provisions and overall effectiveness of this Code in achieving its objectives, taking into account:

- (a) Complaints monitoring;
- (b) Compliance monitoring;
- (c) Routine verification of code compliance by Service Provider; and
- (d) Identification of universal code issues and breaches.

8.3.2 Complaints monitoring

The CFM shall maintain a complaints handling database which its employees shall monitor and record the following information in respect of industry complaints arising from this Code:

- (a) in respect of forum participation, number of Forum Participants (members and licensees);
- (b) in respect of complaints handling, number and percentage of:
 - (i) complaints by subject matter;

- (ii) complaints lodged by whom and against whom; and
 - (iii) complaints determined by the CFM to be outside the scope of this Code and the reasons for matters being registered as such.
- (c) in respect of compliance, number and percentage of parties:
 - (i) found to be in breach of this Code;
 - (ii) complained against, found not to be in breach of this Code;
 - (iii) in breach of the implemented rectification strategies;
 - (iv) in breach of this Code which did not implement rectification strategies; and
 - (v) number and percentage of parties who appeal and the outcome, as well as whether the appeal is initiated by a Consumer or a Service Provider.
- (d) in respect of sanctions, number and type of sanctions imposed and the outcome of rectification; and
- (e) in respect of publicity and education, number and percentage of Forum Participants who have implemented Code publicity and education activities.

8.3.3 Compliance monitoring

- (a) Compliance monitoring shall be undertaken at regular intervals and on Service Providers selected by the CFM on a random basis with the aim of monitoring the effectiveness of this Code.
- (b) Compliance monitoring shall be performed on Service Providers within the scope of this Code and shall be

conducted by various methods, including visits to the respective Service Provider, request for information compliance status etc.

- (c) Compliance monitoring does not aim to identify individual instances of Code breaches.
- (d) The CFM shall not have any responsibility for evaluating the adequacy of compliance programs of Service Providers, or the adequacy of any end Services. However, if the industry compliance monitoring identifies an individual instance of non-compliance, a confidential notification shall be issued by the CFM Chair to a Service Provider. This shall notify a Service Provider of the compliance monitoring results and encourage their compliance with this Code. An invitation to a Service Provider to discuss the issue confidentially with the CFM shall be provided.

8.3.4 Routine verification of Code compliance by Service Provider

The CFM shall provide monthly reports to MCMC where a verification report identifies non-compliance, and advice shall be issued to a Service Provider identifying a timeframe for rectification in accordance with this Code.

8.3.5 Monitoring of universal code issues and breaches

Regular meetings shall be held between the CFM and the MCMC to ensure the CFM is aware of any emerging or universal issues and identification of potential future improvements to existing Code, as highlighted by Consumer complaints.

8.4 Review of this Code

The CFM may review this Code from time to time, whenever necessary. The CFM may also initiate a review of this Code as a result of Code monitoring activities.

8.5 Amendments to this Code

As a result of a Code review, the CFM may:

- (a) recommend the amendment to or replacement of this Code;
or
- (b) develop new sub-codes as and when required.

8.6 Confidentiality

- 8.6.1 Subject to this Code and any requirements at law, any activities by the CFM in administering this Code shall be undertaken on a confidential basis. Any confidential information disclosed by a party to the CFM in connection with a complaint shall be kept confidential by the CFM and the other party, subject to any requirements at law.
- 8.6.2 Before a party provides confidential information to the CFM, the CFM and the other party may be required to execute confidentiality agreements (in the CFM's standard form) in respect of that information.
- 8.6.3 The CFM shall keep a register of investigations and their outcomes which it shall maintain as confidential at all times.
- 8.6.4 The CFM shall provide checkpoints beyond which parties (the complainant and the respondent) shall be required to bear the costs for complaints handling by the CFM. To protect all parties from escalation of costs and to encourage parties to consider alternative ways to resolve the issues, the CFM shall inform parties of the cost implications of proceeding with the complaints.