

TRA's Position Statement on Tariff Transparency Guidelines



Sr	Topic	Stakeholders Response	TRA Position
1	<p>1. Introduction</p> <p>As competition increases, more operators focus on increasing their competitiveness and beneficiary acquisition. More tariff bundles and packages will appear which will make it difficult for the beneficiaries to compare them to others or understand them.</p> <p>The TRA being the telecommunications regulator approves all regulated prices of services available in market. Upon approval, the TRA where necessary imposes a number of conditions to ensure that the tariffs and charges, terms and conditions and any necessary information is clearly published to the beneficiaries to ensure that they are protected and to ensure that all the required information is available for them to make a concise and accurate choice of what service or plan to subscribe for.</p> <p>In order to do that, the TRA has published this Code of Practice to ensure that all Licensees comply with the minimum standard of transparency.</p>	<p><u>OmanTel</u></p> <p>Omantel welcomed the initiative and wished that the TRA would introduce clear and specific process and regulation for determining and examining anti-competitive allegation(s).</p> <p>Omantel requested that There should be no undue regulatory burden on licensee as provisioned in the license conditions.</p>	<p><u>Omantel</u></p> <p>It is expected that increased tariff transparency, would contribute towards reducing the scope of anti-competitive behaviour resulting from misinterpretation of the ways tariffs and offers are published.</p> <p>This Code of Practice does not impose additional regulatory burden on the Licensees. It is a set of guidelines to assist the telecom service subscribers understand the tariffs and services offered to them by the service providers. The Code does not raise any issues which are new to the Licensees (e.g. Automatic renewal issue, the terms and conditions, FUP etc). The TRA used to previously target those concerns on a case by case basis which consumed a lot of time which could affect the performance of Licensees negatively or cause permanent damage to a Licensee's stance, especially in the case of the resellers. The impact of these conditions was thoroughly discussed with the Licensees and their views were taken into consideration even before this public consultation was issued.</p> <p>In addition to that, these conditions and set of regulations were being included in the approvals to many of the promotions and services, which does not make them new to the Licensee's and they should have been complying to them already. This Code compiles them together, in a more comprehensive and documented manner. Therefore, there should not be any additional regulatory or compliance burdens and complexities from issuing this document.</p>

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		<p><u>Nawras</u></p> <p>Nawras provided general comments in section 3 which were:</p> <p>a. Nawras considers that it would be good for the TRA to explain the legal basis for the proposed code and how it will link to the current laws and regulations and operator licenses;</p> <p>b. The provision of sufficient and accurate information by operators needs to be complimented by a raising of the general awareness of consumers through industry education campaigns initiated by the TRA;</p> <p>c. The principles of tariff transparency need to be implemented within an environment that also encourages operators to deliver innovative</p>	<p><u>Nawras</u></p> <p>The legal basis of the Code is the TRA's function in safeguarding the interest of beneficiaries as indicated in Article 6 of the Telecom Act. Furthermore, Article (9) Para (1) of the Nawras License states "The Licensee shall, in addition to complying with the Conditions identified in this License, comply with the provisions of the Telecommunications Regulatory Act and Regulations, and all relevant decisions, orders and guidelines of the Authority." This Code compliments all the other Decisions and Regulations which the TRA has issued and will issue in the future, as the TRA might have generally touched upon the points raised in the Code but this Code covers specific and detailed cases which have been raised recently. If at any time, there is a conflict in any of the points, the principle of legal precedence will apply.</p> <p>We agree with point (b), the Licensee's should be more proactive and educate their subscribers on what plans are available, and enable more informed decisions It has been noticed that many Licensee's in the region and around the world have a section on their websites where they provide guidance on choosing the appropriate plans according to their usage. This is expected to benefit subscribers and Reduce confusion amongst the users.</p> <p>The TRA supports the Licensee's on any awareness campaigns which they wish to launch. This Code is an endeavour towards raising the public awareness and</p>
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	<p>products and services with tailored and sophisticated tariff options; and</p> <p>The TRA should move to a system of ex-post regulation on tariff approvals and that the implementation of codes of practice like that proposed here, are a natural complement for such a move.</p> <p><u>Friendi</u></p> <p>Friendi believes that the regulatory issues should be dealt with at the highest level of generality possible. At the retail/consumer level, there are few policy relevant features that, taken separately are unique to telecommunications. The TRA should encourage other Omani government departments to work in a "joined-up" manner to develop and adopt a holistic and consistent "whole economy" approach to retail transparency and other consumer needs. Many developed countries have moved to enact generic consumer protection laws that apply equally to all industry and sectors.</p>	<p>improving transparency</p> <p>The TRA is of the view that current market conditions still require the current form of ex-ante regulation. The Omani market is still a developing telecom market with small and relatively much smaller relatively new entrants, and a weak level of consumer awareness. The TRA is monitoring the market and would review regulation when the market conditions allow.</p> <p>Friendi</p> <p>Friendi's point is well taken, and will be considered for the future. However it is important to note that other developed countries have already gone through stages where consumer awareness has reached a high level through Consumer Protection and consumer protection groups and watchdogs groups. Such organizations are not available yet in our market, therefore, it is important to set guidelines to protect consumer interests.</p>
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		<p>The TRA has not provided any reasons explaining why it is necessary to introduce a further additional layer of retail regulation through the proposed Code at this point in time. Absent any clear and detailed reasons explaining the introduction of the queries, the necessity for new additional Code. Especially in circumstances where there is no intention to repeal, consolidate or reform requirements already set out in existing rules and legislations.</p> <p>2. Without a thorough review and consolidation of existing legislative and regulatory requirements the Code will likely further complicate the overall retail tariff framework. It also places an additional compliance burden on the industry with all the additional attendant costs associated therewith, through for example, increased mailings, website changes and possible changes to bill information or call details format and documentation requirements.</p>	<p>This is not an additional level of retail regulation. The TRA has been addressing these issues on a case by case through the tariff approvals, and the code comes as an endeavour to consolidate the regulations into one document for clarity, consistency and ease of reference.</p> <p>As explained above, this is not an additional burden. It is merely an improvement around an already existing tariff transparency requirement. The benefits expected in terms of increased consumer awareness and reduction in anti competitive behaviour, do in TRA's view justify the requirement of the code.</p> <p>See response above regarding issues already being addressed in case by case basis.</p>
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		<p>3. Prior to introducing the proposed Code, Friendi believes that the TRA should- as occurs in other developed countries – prepare a clear, accurate and transparent regulatory impact analysis. Such analysis usually includes, among other matters, a statement in quantifiable monetary terms and of all the incremental economic benefits justifying the particular regulatory initiative being implemented.</p>	
2	<p>General</p>	<p>Friendi</p> <p>A. Additional Regulation of Wholesale Tariffs More Beneficial to Consumers</p> <p>1. Recognising the fast moving and changing markets and technologies in telecommunications, one unique prominent policy relevant feature that FRIENDI believes does justify an industry specific approach is the any- to-any approach connectivity principle.</p> <p>2. The unique "any to any" connectivity feature of telecommunications underpins the need for regulators to provide appropriately transparent prices and speedy change process</p>	<p>Friendi</p> <p>The TRA welcomes any feedback and comments from the Licensees as they enrich the review process and provides the regulator with a different perspective, however, these comments are outside the scope of this particular public consultation, and Friendi may raise them at a more appropriate forum.</p>

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		<p>relating to standard wholesale access and interconnection tariffs. Such wholesale level regulation should also provide for other concomitant regulatory measures such as number portability and VOIP liberalisation that are specific to telecommunications and which the TRA sees as being useful in promoting vigorous and sustainable competition in telecommunications markets.</p> <p>3. Friendi considers the present shortcomings and failures in the wholesale access regulatory regime and market in Oman justified more scrutiny and regulation by the TRA ahead of additional retail tariff transparency. Improvements in wholesale tariff processes and procedures would deliver relatively greater consumer and economic welfare benefits, and more quickly, than the present proposals relating to a new telecoms-specific consumer (retail) Code.</p>	
3	General	<p>Friendi</p> <p>B. Ex-post enforcement presumed</p> <p>Friendi assumes from its reading of the Code that the requirements</p>	<p>Friendi</p> <p>The code is an ex –ante requirement which the licensees are required to implement before the launch of the service and tariff launch. The TRA monitoring and enforcement efforts, however, will be carried as an ex-post measure. .Friendi is correct in understanding that</p>

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		<p>of the Code, if implemented, would be enforced in an ex-post manner and that the TRA does not intend to introduce any interventionist ex-ante processes or procedures such as requiring prior review or approvals relating to any marketing activities, beyond those already existing. New entrants and smaller players need to have the ability to act and react quickly in the market to counter their larger incumbent rivals. This ability is crucial to gaining market share and ensuring vigorous and sustainable long term competition in the Oman market. Additional or more rigid approval processes will impact proportionally more detrimentally upon new entrants and smaller players.</p>	<p>the TRA does not intend to introduce the review of marketing material before hand as a standard measure, as we understand that it impacts the speed by which licensees can re-act to the market.</p>
4	<p>General</p>	<p>Friendi Social Media Sites</p> <p>Friendi is suggesting that the TRA needs fully cognizant of the impacts of the social media sites such as Facebook etc upon errant businesses. Such businesses are subject to public scrutiny and criticism for any misleading or inaccurate marketing activity.</p>	<p>Friendi</p> <p>The TRA is aware that the public is constantly gaining more knowledge and access to more information via the internet. However, in many cases, the internet and social media has provided incorrect and inaccurate information about certain services or issues regarding telecom and the Licensees. Sometimes misleading and /or incorrect information about services, tariffs or competitors are published on these social mediums. Therefore, it is incorrect to assume that such self regulation is sufficient and it is unfair and inappropriate to let the subscribers fully depend on what is unofficially available to them</p>

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		<p>Friendi believes that the customers are more alert, informed and aware. Therefore, the TRA can conclude that retail marketing is largely sufficiently self-regulated by market forces and that no new rules are needed. Friendi believes that the regulators can, and should, confidently forebear from many of the existing forms of retail regulation.</p>	<p>through the social media and unofficial sites such as Facebook and other Forums.</p> <p>There has to be an official source of information where each person publishing can be held liable for what they publish as it is their responsibility to give correct and accurate information about the services and tariffs they provide. The TRA believes that this source should be the licensees' official communication channels such as website and communication material.</p>
5	<p>1.1 Background This paper establishes the principles of tariff transparency for the beneficiaries and the TRA's role in facilitating this amongst the Licensee's. In summary, the TRA is required to ensure that transparent and up to date information on applicable prices and tariffs is available to beneficiaries. This essentially means that users should be provided with tariff information that is:</p> <ul style="list-style-type: none"> <input type="checkbox"/> accurate <input type="checkbox"/> up to date <input type="checkbox"/> simple and easily understood <input type="checkbox"/> easily accessible <input type="checkbox"/> comparable 	<p>Friendi</p> <p>Friendi proposed the following amendments: This essentially means that users should be provided with tariff information that is:</p> <ul style="list-style-type: none"> <input type="checkbox"/> accurate <input type="checkbox"/> Complete <input type="checkbox"/> Accessible <input type="checkbox"/> up to date <input type="checkbox"/> simple and easily understood <input type="checkbox"/> easily accessible <input type="checkbox"/> comparable <p>Friendi believe that the 3 last mentioned principle are adequate and meet the needs of end users at the moment. They better encompass the 5 principles earlier listed by the TRA. The 5th "Comparability" principle</p>	<p>Friendi</p> <p>Accurate could also include up to date. Therefore, the Licensee's should make an effort to ensure that the information is not just accurate at the date of the initial approval. Any additional changes and amendments are accurately reflected, especially on the website and at the call centres.</p> <p>The TRA agrees with Friendi that "up to date" and "comparable" could be deleted. However, "simple and easily understood" and "easily accessible" will remain.</p> <p>Therefore, the final document will be as follows:</p> <p>This essentially means that users should be provided with tariff information that is:</p> <ul style="list-style-type: none"> <input type="checkbox"/> accurate <input type="checkbox"/> Complete <input type="checkbox"/> Accessible

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		<p>is not practicable or desirable according to Friendi. Friendi believe that it might be perceived as worthwhile in comparing competing service provider's tariffs. However, standardisation for comparability purposes may be misguided. There is a risk of excessive restrictions and requirements on tariff innovation as each Licensee tries to differentiate their offering. Therefore, Friendi does not consider a "comparability" requirement as desirable.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> simple and easily understood <input type="checkbox"/> easily accessible
6	<p>1.2 Objective of the Code The tariff transparency requirements of the Code of Practice have the following broad objectives:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Enable the beneficiaries to understand the services they are provided with. <input type="checkbox"/> Assist the beneficiaries understand the prices they will have to pay for these services, including the promotions and discount schemes. <input type="checkbox"/> Inform the beneficiaries of any terms and conditions which will apply to services, promotions or discounts which they subscribe to or use. <input type="checkbox"/> Facilitate the comparison of prices and services, and to enable the beneficiary to reconcile billing of their 	<p>This is repetitive of the matters set forth in Section 1.1 (Background) and could be deleted or combined with this Section. Otherwise, Friendi repeats here its response in Section 1.1 (Background) above.</p>	<p>Regarding the background and the objective statement. The TRA gave the background to explain to the reader the reasons why this document is being drafted and to explain what triggered this task. However, the objective, explains the target and what the Code or the document itself is trying to achieve.</p>

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	usage against the published prices and the services provided.		
7	<p><i>Clause 1.3: Scope of the Code</i> The Code applies to all Licensees' providing telecom services in the Sultanate. The tariff details, terms and conditions of all public telecom services which are provided to residential and business beneficiaries should be clearly published in a comprehensible standard format.</p>	<p>Omantel Omantel suggested that the Code applies to the "Retail" public telecom services for residential and business consumers. They also believe that promotions are special offers beyond retail tariffs and they should not impose additional regulatory burden in this respect. Any misrepresentation by Resellers regarding service features, Terms and Conditions or lack of tariff transparency is not the responsibility of Class I Operator. Transparent process should be outlined for assessment of Licensees' compliance and violation to the Code, including hearings and appeal in accordance to Article (41).</p> <p>Friendi 1.3 Scope of the Code The Code applies to all Licensees' providing telecom services in the Sultanate. The tariff details, terms and conditions of all public telecom services which are provided to residential</p>	<p>Omantel We agree that the code applies to retail tariffs only (residential and business).</p> <p>Promotions specifically should be subject to this code especially that the majority of complaints received by the TRA and raised to the Licensees concern promotional offers in the market, where the public find them misleading or the information provided is not sufficient. Therefore, TRA would like to emphasise that this Code does apply to the tariffs of promotional offers whether they are for residential or corporate.</p> <p>Any misrepresentation by the Resellers shall be solely their responsibility.</p> <p>Clause 6 of the Code also states that the TRA will be assessing compliance to the Code and any breach will be investigated providing remedial measures.</p> <p>The TRA has no objection to the re-drafting of the final sentence. It will also be further revised and the points raised by Friendi will be taken into consideration during the final review process.</p>

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		<p>and business beneficiaries should be clearly published in a comprehensible <u>and standard consistent format style</u>.</p> <p>Based on experience, we believe standard formats would prove to be problematic to implement , are unduly restrictive and may actually stifle innovation and competition and can create complexity and confusion for consumers even within a single operators own tariff offerings and plans.</p> <p>Friendi suggested each operator has a consisted format to make their tariffs identifiable.</p>	
8	<p>1.4 Other Regulatory Instruments This Code is without Prejudice to other Regulatory instruments and decision issued by the TRA from time to time. Including decision No. 113/2008 on Procedures and Rules Regulating the Promotional Offers of Telecommunications Services.</p>	<p>Friendi A. Friendi repeats that TRA has not provided any reasons explaining why it is necessary to introduce an additional layer of retail regulation. B. Without comprehensive review and consolidation of all existing legislative and regulatory requirements the Code will likely lead to inconsistencies.</p> <p>The Code adds an additional compliance burden on the industry.</p>	<p>Friendi As already mentioned earlier we do not believe that this Code carries any additional regulatory burdens as the majority of these conditions have already been set or discussed with the Licensees when the issue was raised. In addition to that, many of these points were included in approval letters and the Licensees should have already been complying with them in the related service. The Code just compiles the most important of these conditions in one official document instead of giving the Licensee a conditional approval each time.</p>

9	<p>2. Accurate and Comprehensible Tariff Information Licensee are required to make available a specific set of information regarding the services being offered, including, the scope of the service being offered, standard tariffs covering access, usage and maintenance, types of maintenance service offered, standard customer agreement and dispute settlement mechanisms.</p>	<p>Friendi Licensee are required to make available a specific set of information regarding the services being offered, including <u>where appropriate</u>, the scope of the service being offered, standard tariffs covering access, usage and maintenance, types of maintenance service offered, standard customer agreement and dispute settlement mechanisms.</p> <p>Mr Narasimha U. Mallya via email: 1.) Area wise Service availability The licensees have to clearly indicate an area wise availability of services offered. The websites / brochures clearly indicate the various plans / packages that a beneficiary can choose from; however there is no detail area wise on the availability of such services. Some of the plans/package or some options of a plan/package may not be available in certain areas of the city due to pending upgradation works on the network / cabling/ exchanges, this has to be clearly depicted area wise, so that the</p>	<p>The TRA has no objection to the amendment suggested by Friendi.</p> <p>The TRA understands that the Licensee is restricted to many commercial factors in terms of publishing and advertising; however they should provide all the necessary details on their website and through the call centres.</p> <p>Mr Narasimha U. Mallya via email: With regards to Mr Mallaya's concern; the TRA noted Mr Mallaya's concerns, since, these comments are outside the scope of this Code, these will be addressed at the appropriate forum.</p>
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		<p>beneficiary can chose a plan from what is available in his area. There by the beneficiary will not land up paying more than what he can practically avail.</p> <p>In some instances subscribers may opt for a service and the Licensee may provide a service which is not as desired by the beneficiary. Many a times the beneficiary is in the dark and keeps paying the full amount for the subscribed service wherein they are getting lesser or degraded service.</p> <p>For example: Omantel has ADSL packages of 8Mbps and 16Mbps, this quality of service cannot be provided everywhere in Muscat (let alone some remote areas). In some areas they can only provide 2 Mbps or 4Mbps depending on the network/upgrades to the exchanges that needs to be done. Many customers who have a need for 8 Mbps or 16Mbps will apply for the same without knowing that they cannot actually avail that quality of service. Omantel even enables the service at 8Mbps and charges the customer for 8Mbps, but for the customer the service only works</p>	
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		<p>at 4MBps as in the area that is the maximum that is available or will work. In this scenario the beneficiary is losing a lot of money over the years and the ISP is making huge profits at the expense of local companies/ consumers.</p>	
10	<p><i>2.1 Duty to Disclose Price Limitations, Terms and Conditions</i></p> <p>Duty to Disclose Price Limitations, Terms and Conditions</p> <p>Prior to providing any Service to a Beneficiary, a Licensee must disclose to that Beneficiary the prices, terms and conditions on which the Licensee provides such Service, including a Service provided on a free trial basis. The information must at the minimum include a service description, prices (including any discount structures), service suspension and termination provisions (including any early termination charges), and service availability and eligibility requirements. Any additional or subscription charges in addition to monthly rental or other subscription fees should be clearly indicated and published along with the tariff details.</p>	<p>Omantel</p> <p>Omantel are seeking TRA's clarification on whether Clause 2.1 refers to the minimum set of information to be published, including service availability.</p> <p>Nawras</p> <p>Nawras agrees with TRA that it is important that customers have easy access to terms and conditions of their service and that all keys terms relating to their service are disclosed to them. Nawras believes that the current practice of making available at the point of purchase, through the internet and through customer service is sufficient in this regard.</p> <p>Friendi</p>	<p>Omantel</p> <p>Clause 2.1 refers to the minimum set of information to be published. By service availability, the TRA means to give a brief explanation informing the subscribers who the service is provided for and if there are any limitations to the availability of the service such as but not limited to geographical, technological, technical, prepaid/ post paid, handset related etc Such conditions should be clear to the subscriber so they do not end up subscribing to a service they cannot use.</p> <p>Nawras</p> <p>The TRA set those specific mediums/methods to transfer the information to their subscribers as a minimum requirement which all Licensees have to comply with. If Nawras is complying with the minimum requirement and they feel it is suitable enough for their subscribers and that all the updated information is available to them and they see that meeting the minimum requirement is sufficient for their subscribers, then they are considered to be complying with the Code.</p>

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		<p>Friendi requested additional guidance on presentation of this point.</p> <p>TRA should avoid seeking to interfere with business decisions relating to creativity of advertising content which is driven by a multiplicity of commercial factors, such as space limitation in advertisements, costs, and layout and media specific factors.</p>	<p>Friendi</p> <p>The TRA would encourage the Licensees to be innovative and as transparent as possible with their tariffs and other tariff related information, however the TRA can only ensure that the Licensees provide their subscribers receive a reasonable, accurate and sufficient set of information to assist them make a reasonable and sound decision for their choice of telecom services.</p>
11	<p><i>2.1.2 Fair Usage Policy (FUP)</i></p> <p>Any limitations such as Fair Usage Policy (FUP) on usage should be clearly indicated and published. The Licensee should not describe a plan as being unlimited if there is a limit to the number of calls, minutes, data volume etc being used.</p>	<p>Friendi</p> <p>Friendi is not completely clear on precisely what this requirement is. "Fair Usage Policy" is a capitalized phrase but no definitions are provided. The draft Article provides a single example only of what not to do. Some additional guidance on this requirement would be helpful.</p>	<p>Friendi</p> <p>Fair Usage Policy (FUP) is usually defined by the Licensees in their proposals for specific service which require them, such as plans which give a large number or are described as 'unlimited'. Such plans are subject to abuses by certain high volume users usually have a FUP. It is up to the Licensee to determine what their FUP or abuse limit is according to the efficiency and pressure on their network.</p> <p>The requirement of this Code is to clearly indicate such limitations.</p>
12	<p><i>2.1.3 Validity Period</i></p> <p>The validity period for credit or usage should be clearly indicated in any publication related to the service tariff. If a beneficiary is opting into a service or using the handset system to opt into a plan, the beneficiary should be given the details of the validity period of the plan or credit and the beneficiary</p>	<p>Omantel</p> <p>Omantel believe that it is not applicable to corporate customers as the approval process is different from individual customers. Opting in requires signing an agreement with corporate customers and all major</p>	<p>Omantel</p> <p>Clause 2.1.3 applies to those services, which require opting in and out such as Value added services or some prepaid services etc. There are some services which are available to Oman Mobile subscribers which have validity period or can be opted into by subscribing through SMS such as the Prepaid Blackberry services currently being offered. Even though services will be automatically renewed, the customers have to be informed about their</p>

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	<p>should give their direct and voluntary approval by responding through the handset system or SMS by giving a clear indication (i.e. responding with a YES or NO) to the terms and conditions of that plan.</p>	<p>corporate services are automatically renewed as per terms and conditions.</p> <p>Nawras</p> <p>In relation to opting in to a service, Nawras considers it is onerous to require customers to specifically accept the "validity period" in isolation to all terms and conditions. Nawras considers that a general acceptance is sufficient provided that the customer has easy access to relevant terms and conditions including validity period.</p>	<p>plan details and that it is about to expire. Therefore, the TRA cannot restrict this Clause to a specific category of services such as retail or corporate, it will apply to all relevant services except where there is a special agreement or arrangement with a customer.</p> <p>Nawras</p> <p>After discussing the issue of automatic approvals with the Licensee's, it has come to our attention that both the subscribers and Licensee face inconveniences with regards to renewing their subscriptions, especially if the subscriber has several subscriptions on their account. On the other hand, an SMS must be sent to the subscriber informing them that their subscription will be automatically renewed and indicating the charges as well as the validity of the subscription or credit in the plan. The customer than can make a decision whether they would like the subscription automatically approved or stopped. If the subscription is through USSD such as some of the subscriptions for the mobile broadband plans then the subscribers should indicate their direct approval through YES or NO.</p>
13	<p><i>2.1.4 Automatic Renewal</i> Licensees should not force automatic renewal of subscription based services upon the expiry of the service. The service provider shall instead send an SMS to the subscriber intimating him that his subscription is approaching expiry. Moreover, the subscriber has to be clearly informed at the end of the subscription period that his service</p>	<p>Omantel</p> <p>To avoid any doubt, Omantel is suggesting specifying that the commitment excludes MSISDN (Mobile Subscriber ISDN Number) validities that are determining by the TRA from time to time.</p>	<p>Omantel</p> <p>Omantel's comment will be taken into consideration and the final document will be amended accordingly.</p> <p>The following sentence will be added "To avoid any doubt MDISDN validities are excluded from this commitment, and they will be as determined by the TRA from time to time."</p>

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	subscription will be renewed upon expiry if they do not opt out.		
14	<p>2.1.5 Monitoring the usage The licensees shall provide their subscribers with an easy and practical mechanism through which they can monitor their own usage. In order to enable them to control the consumed minutes, SMSs, Kbs...etc.</p>	<p>Omantel Omantel suggested that the monitoring mechanism should be relevant to the service monitored as in fixed services; SMS would not be relevant as a method of monitoring.</p> <p>Nawras Itemised billing can be submitted upon request. Nawras is suggesting that instead of prescribing specific information which might not be relevant to every service, the TRA could take a broader view and simply ensure that service providers present all relevant or material information regarding the tariffs and for the information to be clear and readily accessible.</p>	<p>Omantel The Licensee has the freedom to choose the most appropriate and efficient mechanism such as call centres, online services etc for their fixed services.</p> <p>Nawras Itemised billing does not provide real time data usage and is not very helpful to prepaid consumers. Currently the Licensees provide data usage mechanism such as USSD where the subscriber can get data on their usage or how many MB's or minutes are left through a USSD code. Licensee's can also provide this service through their website. It is not just an issue of providing the information, it is about making use of it in a way which assists the users to make time sensitive decisions on their usage and control their bills and consumption. In many plans, customers get charged out of bundle charges without prior notification, it is important that they are aware of how much is left of their free minutes, bundles etc is left and to make decision on how to rationalise their billing.</p>
15	<p>2.3.1 Minimum set of information All printed, website or verbal tariff presentations shall state relevant details and additional charges/surcharges applicable to the tariff. For printed presentations, the</p>	<p>Omantel Provision of additional information in a comparable font size is not practical. The TRA should consider normal advertisement</p>	<p>Omantel TRA expects all the important tariff related information and terms and conditions to be published in a clear font and size. Fine print for hidden charges and tariff conditions or limitations is not acceptable. Such</p>

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	additional information should be located beside the tariff information in a comparable font size.	standards for managing information and leave details about the font to the operators.	information should be clear and in a comparable size to give the subscribers clear indication that this information is related to the tariff. This is in accordance with the international best practices.
16	<p><i>2.3.2 Tariff options with inclusive time or credit</i></p> <p>Where a Licensee offers tariff plans/ bundles with inclusive time or credit, then all publications (such as; printed, website and verbal tariff presentations) shall clearly set out the conditions under which added time or credit can be used.</p>	<p>Omantel</p> <p>Omantel indicated that it may not be practical to set out all the conditions in all the publications. However, alternate references can be included where the beneficiaries can find all the details as suggested in clause (2.1.1) of this consultation.</p> <p>Nawras</p> <p>Nawras says that it may not be feasible to mention all the information listed on the Code to all "publications" and certainly not on outdoor or newspaper advertisements. It is our view that provided such detailed information is made available to consumers prior to the time of purchase, consumer protection has occurred.</p> <p>Nawras agrees with the TRA that comprehensive information should be available through multiple channels including stores, websites and/ or call</p>	<p>This clause clarifies that all information with relation to the time limits or data volumes included in the plan should be clearly publicised and it should be clear when the customer starts getting charged etc</p> <p>The Clause itself clearly gives examples of what information could be part of the limitations related to include minutes/ data volumes etc However the list we gave is not limited to the points we mentioned.</p>

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		<p>centres, as is the current Nawras practice.</p> <p>Friendi</p> <p>Friendi is not clear on what the TRA requires here. Some additional guidance would be helpful.</p>	
17	<p>2.4 Up to date Tariff Information Licensee must disclose, by publishing on its website, the effective tariff for any Service no later than the date on which the Licensee begins to provide such Service. This information has to be regularly updated and should represent the latest changes or amendments made to any information which has become obsolete. The beneficiaries should also be notified at least two weeks before any change in prices.</p>	<p>Omantel</p> <p>Omantel believes that updating information and giving a notification of any price change to prices at least two weeks prior to any change in tariffs might not be practical or achievable, especially and not limited to, services related to roaming charges and other costs related to International carriers as it implies leaking price changes to the competitor and may complicate the process of communication.</p> <p>Friendi</p> <p>Friendi suggested that this should only apply in the case of a price increase and suggested the following amendment: 2.4 Up to date Tariff Information Licensee must disclose, by</p>	<p>Omantel</p> <p>Advanced notifications and updates mainly concerns the tariff plans which relate to the new plans which the Licensee is ready to promote for in advanced or a date prior to the launch date such as a new Broadband plan or revision to a specific tariff plan which will occur from a specific planned date etc In the cases where promotional activity or non expected tariff changes occur, then the Licensee has every right to keep its information confidential or un-notified until the time the Licensee starts advertising for the promotion. All relevant information should be available in the publication, website or SMS etc</p> <p>The TRA has considered Friendi's proposal , however, is still of the view that all changes should be notified , as users might not be aware of better or lower options when</p>

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		<p>publishing on its website, the effective tariff for any Service no later than the date on which the Licensee begins to provide such Service. This information has to be regularly updated and should represent the latest changes or amendments made to any information which has become obsolete. The beneficiaries should also be notified at least two weeks before any <u>change increase in prices.</u></p>	<p>they occur</p> <p>Customers also need to know as of what date the new tariff (even if it is lower) is implemented, to enable them to better monitor their usage and billing.</p> <p>Therefore, the TRA does not approve of the suggested amendment.</p>
18	<p>2.5 Accessibility of Tariff Information Licensees should provide printed tariff information in response to a beneficiary's request. If tariff information is provided through a website the service provider should provide a direct link from the homepage into the tariff information section of the site. In addition tariff information should be communicated clearly to the beneficiary in advance of any decision to purchase and tariff information should not be withheld in order to draw the end-user into a pressurised purchase decision. The Licensee should also take into consideration the accessibility of the information to their beneficiaries with special needs.</p>	<p>Omantel</p> <p>Regarding the accessibility of tariff information, considering the use of internet to reduce the requirement for having it printed. Alternatively, flexibility should be there to allow the operator to select other methods to reduce the costs associated to printing. Also, in the same clause a description of "pressurised purchase" which is not clear. We seek the TRA clarification on that.</p>	<p>Omantel</p> <p>With regards to the accessibility, the service provider should fully utilise their website which is accessible to everyone and anyone who has internet access. In the cases where users do not have internet access, they can always get the information from the call centres, Licensee's local branch/store or print. The Licensee will have the freedom and option to use any other it sees fit and affordable, however updating the website and their call centre staff is always easy, instantaneous and fast for them to take care of instead of printing and advertising.</p> <p>The tariff information should be easily available and accessible to the subscribers at any time and place they require this information. This could be done by publishing all the tariff information online and have them available with the call centre, so if the subscriber enquires about the information it is readily available.</p>

			<p>The information should be available in both Arabic and English. If possible, the Licensee should also consider providing the information with taking into consideration their beneficiaries with special needs i.e. in terms of the website services or even call centers or at the Licensees store.</p> <p>Pressurised purchase is when the customer is misled or misguided by the Licensee by not being provided full or clear information leading them to take a decision by thinking that they are being given an offer they cannot resist, when the actual offer might include hidden charges or other aspects which the subscriber has not taken into consideration.</p> <p>The TRA will redraft the clause to make it clearer by replacing the word "pressurised purchase decision" with "misguided purchase decision".</p>
19	<p>3. Promotions and Offers All Terms and Conditions relating to promotions should be clearly advertised and published. The start and end dates of the promotion should also be clearly published in the Licensees advertisements, SMS and website. In addition to that, any validity dates for the subscription, credit or free service should be published. The beneficiary should also be informed prior the end of the validity period or before the promotion ends.</p>	<p>Omantel Promotions are part of important marketing strategy which should be left to open market competition and not subjected to undue regulatory burden. Moreover, promotions are anyway approved by TRA on case to case basis. Normally, the start date of promotional offers is not advertised after the launch as the launch date is the start date. Subsequent promotion advertisements need end date</p>	<p>Omantel</p> <p>The start and end date of the promotion or the validity of the promotion period is important to subscribers, as some promotions offer services for a limited time or the credit or discounted charges are only limited to a specific period or have an expiration/ validity date. It is important that subscribers are aware of how long the credit will be valid for and to evaluate if the subscription period is worthwhile to them in terms of the cost or discount.</p> <p>If a service provider mentions the end date of a promotional offer, it would suffice for this requirement. The Clause shall be amended as follows:</p>

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		<p>only. Also, it is not practical to inform the customers prior to expiry of the free or special offers in most of the promotional offers, not to mention the costs associated to such exercise specifically for fixed services.</p> <p>Friendi Friendi is not clear on what the TRA requires here. Some additional guidance would be helpful.</p>	<p>All Terms and Conditions relating to promotions should be clearly advertised and published. The start date <u>and duration</u> of the promotion should also be clearly published in the Licensees advertisements, SMS and website. In addition to that, any validity dates for the subscription, credit or free service should be published. The beneficiary should also be informed prior the end of the validity period or before the promotion ends.</p>
20	<p><i>3.1 Quizzes, Competitions and Prizes</i> Any service or promotional activity involving a quiz, competition and free prizes should have very clear and accurate terms and conditions. The prize should be clearly publicised and described. The Licensee should not give the public any false expectations about the probability of winning the competition or prize. The price of the service should also be clearly publicised whether it is a standard or premium service.</p>	<p>Omantel Service offers including a chance of winning a prize on special draws are incentives for the customers who also have a probability of winning since a prize is not guaranteed, the operator is not giving false hope to the public and this not responsible.</p> <p>Friend Friendi does not understand if and how this differs from the existing requirements relating to promotions.</p> <p>Mr Narasimha U. Mallya via</p>	<p>Omantel We agree with Omantel that the promotion might not necessarily give the customer false hope, but they might make it seem like the customer could get something with minimum effort. This clause refers to the terms and words which give the customer false indication or signal that they are guaranteed a 100% probability to win or that everyone is a winner.</p> <p>Friendi This does not differ at all from what the TRA requires the Licensees to comply with. As we have mentioned earlier, these requirements and the Code are a compilation of the most important and frequently used requirements which the TRA sets for the Licensees. Instead of having to repeat them in every approval, this Code will serve as a consolidated and general reference for tariff transparency requirements</p>

	<p>email: 2.) Quizzes and Competitions The licensees have to provide an option to the subscriber to enable or disable the ability of a mobile/landline number to participate in Quizzes and Competitions. This has to be done with the view that there is a huge population of kids in the country who do not realize the amount that these SMSs would cost (i.e. each SMS costing around 500 Bz or so) they hear to local radio or watch the Television channels and send SMSs from their parents phone. Only when the Bill would arrive the parent would realize such a cost that has been incurred. So if such an option to enable or disable this service is provided to the subscriber, then the subscriber at his discretion can opt for the service. Example: One of my Omani Colleague was surprised to find a charge or RO 25.5/- towards SMS2TV where in 51 calls/sms were sent in a months time. After probing further he only realized that his kids aged 5-10 had sent all the SMS without knowing the cost implications of the same.</p>	<p>In response to Mr Mallya's comment; It is a requirement prior to this Code that any additional or value added service (VAS) or quiz etc should have an opt-in and opt-out option. In addition to that, the price of the SMS for VAS or Premium services should be clearly advertised and clearly informed to the customer in advance.</p> <p>The other points have also been taken into consideration and will be raised in more relevant forums.</p>
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<p align="center">21</p>	<p>4. Service Termination or Suspension Licensees may enter into contract agreements under which they provide the Beneficiary with a discount or special consideration in return for the Beneficiary's agreement to commit to a minimum service period or a minimum revenue commitment. Such agreements may contain provisions providing for termination liability in the event that the Beneficiary ends the agreement prior to the agreed upon termination date. However, the amount of any early termination liability must be reasonably proportionate to the extent of the discount or special consideration that the Licensee has provided and the duration of the period during which the Beneficiary took the Service. If there has been an advanced payment for the service, the Licensee has to make arrangements to compensate the Beneficiary for the outstanding payment for that terminated/suspended contractual period.</p>	<p>Omantel</p> <p>Omantel stated that Clause (4) should be without prejudice to the TRA Public Consultation on Framework for Special Tariff offers for the Corporate Customers issued by the TRA on 26th April 2010. In the same Clauses and regardless of the category of the beneficiaries would be bearing, the extent is not clear. A consideration should be made to the costs/business case based on which the TRA has originally approved the specific offering. The licensee should be compensated according to such costing model.</p> <p>Nawras</p> <p>Nawras agrees with the general idea that the legal obligations of both parties need to be respected. Nawras raised their position in relation to corporate customers, which they require less regulatory intervention/ protection and such intervention/ protection, has the tendency to stifle corporate activity rather than assist it. This principle of treating</p>	<p>Omantel</p> <p>The TRA understands and has no objection to the concept of the Retail and Corporate customers being treated differently. The retail customers have the Standard Customer Agreement and the corporate have a special agreement or a Service Level Agreement (SLA). The terms and conditions of these agreements have to be fair, reasonable and non-discriminatory, including the early termination clauses. Nonetheless, we do not see that this clause as inconsistent with this understanding</p>
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		<p>consumer and business differently from a regulatory perspective is widely adopted in the region as well as internationally.</p> <p>Mr Narasimha U. Mallya via email:</p> <p>3.) Handling of Network errors A clear description on the handling of network errors have to be laid down, there by the licensees have to clearly announce from time to time the problem on the network and also the benefits that will be given to beneficiaries that have suffered due to such network errors. A clear description on Compensation has to be laid down to all parties who suffered on account of network errors. There have been instances in the past where there would be network errors for some time and the subscriber is charged for a call wherein the subscriber is not able to establish and utilize the call. Example 1: A few months back (June/July 2011) there was a problem with the Oman Mobile network where in there was a problem with International dialing.</p>	<p>Mr Narasimha U. Mallya via email:</p> <p>Mr Mallya's points have been taken into consideration and will be raised in more appropriate forums due to them being outside the scope of this consultation.</p>
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		<p>When international calls would be made from Oman, the dialer would hear an echo of his voice only, there would be no ring tone nor the voice from the receiver of the call. However the call would get established and the subscriber would be charged for such a call. after around 2- 3 failed attempts the call would be established, however the subscriber would be charged for all the three calls.</p> <p>Example 2: Also in June 2011, Omantel suffered a Fibre Cable cut and the land lines in certain areas where dead for a few days. Businesses and establishments suffered as a consequence of the same, however no benefit was provided to companies/establishments who suffered as a result of this disruption.</p>	
22	<p>5.1 Mobile Number Portability The introduction of Mobile Number Portability (MNP) means that the network prefix which a beneficiary dials when making a mobile call is no longer a means to identify the network. This has created an issue of tariff transparency for beneficiaries who are no longer aware when they are making an on-net or off-net call, where off-net</p>	<p>Omantel</p> <p>Omantel believes that MNP is a totally different subject and is out of context for this consultation. Omantel are suggesting taking out this clause from the consultation for Tariff Transparency.</p>	<p>The TRA is of the view that it is important to discuss the MNP in terms of the tariff transparency as users are not clear on what network or charges are applicable to their calls.</p> <p>Since MNP has started and the initiation of effective competition in the mobile market, the mobile tariffs and plans have become more attractive and targeted towards retaining their current customer base and not just attracting new customers. Mobile Licensee's have</p>

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<p>mobile-to-mobile calls are charged at significantly higher rates by mobile operators. Alternatively, the operators can propose any other solution which they find practical and more appropriate.</p> <p>Since currently there is no uniform mechanism or solution implemented by all Licensees to tackle this issue. The TRA is putting for consultation the following solutions for all stakeholders' feedback of the most optimum solutions and any concerns with regards to this matter.</p> <p>The TRA would like to suggest a number of solutions which could be used as a permanent technical solution; the Licensees may suggest any other solution which they find appropriate:</p> <p>a) Clear opt-in dial tone which is applicable to all off-net calls and uniform across all networks.</p> <p>b) SMS message or a voice alert could be made to inform the customer that they are making an off-net call.</p> <p>c) End user can send an SMS or call or through a website where the number is added as an input and customer receives an SMS informing them what network the number is on.</p>	<p>Nawras</p> <p>Nawras agrees with the TRA's sentiments in terms of raising awareness to beneficiaries when making off-net calls. The first proposal made by the TRA is the easiest and the best and is consistent with current practice. The second and third options are cumbersome and expensive and likely to result in increased costs for the industry. Further, it is out experience that this issue is not significant. If the TRA holds a contrary view we would welcome receiving from the TRA it's experienced as well as some evidence of the extent of the perceived problem.</p> <p>Friendi</p> <p>Friendi suggests the issue of the beneficiary not being able to identify the network of the B-party can be solved through development of a small data base application on the TRA-website showing the network host for any beneficiary inquiry on a specific mobile number.</p>	<p>offered 'unlimited' or free calls to their on-net calls or certain plans even extend their 'free' calls to the fixed network of their subsidiary company (e.g. Oman Mobile and Omantel or Nawras Mobile to Nawras Fixed). It is the subscriber's right to know what network his call is being forwarded to in order for them to determine if they want to go ahead with the call and to maintain their expenditure at reasonable limits. This will also reduce the number of billing complaints or unexpected peaks in bills and charges in the subscriber's bills.</p> <p>Based on the input provided by the licensees and due deliberations by the TRA, the TRA see's that the best solution is the clear distinctive feature to all off-net calls. This distinctive feature should be clearly published for the information of the users.</p>
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		<p>Friendi strongly submits that MNP should not be delayed any longer by the mere reason of the absence of a more convenient mechanism facilitating network identity. Friendi observes that on-net pricing is used in almost all markets worldwide without having public information available on mobile number network identity. Friendi doesn't promote any special on-net plan as the wholesale rates do not allow them to do so. Accordingly, Friendi suggests that it is important that no on-net retail pricing is approved for the Class I Licensees until the TRA has prior approved a corresponding underlying wholesale tariff for the resellers.</p> <p>Friendi strongly reiterates its views that the immediate implementation and enforcement of MNP in Oman needs to occur in order to remove this as a barrier to consumer choice and welfare. Delay in the implementation is a barrier to long term sustainable competition in Oman and advantages the incumbent Class I Licensees.</p>	
23	<p><i>6. Breach of the Code</i> The TRA will regularly conduct</p>	<p>Omantel</p>	

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	<p>assessments of the Licensees compliance of the Code of Practice. Any breach to the Code will be investigated by the TRA and a decision will be made to determine the violation and the extent of damage made to the beneficiary and market, in addition to that to take any appropriate regulatory measures including financial penalties.</p>	<p>Omantel believes that this should be within the condition of the License and as per the set out process either in the Law, Standard Customer Agreement and or the DRS as the case may be.</p>	<p>Omantel The TRA will be working in line with all its current Regulations, decisions, License Conditions and the Telecom Law and any amendments made to them or new regulations which are issued by the TRA in the future.</p>
24	<p><i>Miscellaneous issues raised in this consultation which are not directly relate to the Code</i></p>	<p>TRA received a number of responses from the public and the same points, which did not necessarily relate to the Code but they were raised as part of the response. The most important points can be summed as follows:</p> <ul style="list-style-type: none"> • High telecom service prices. • Low speed of the internet services • Limited data volume included in the Blackberry service. • VOIP services <p>3G Coverage</p>	<p>The TRA has received many emails from the public concerning the pricing and highlighting their concerns to several issues outside the scope of the public consultation.</p> <p>These issues are being handled by the TRA at a more relevant forum.</p>