

COMMONWEALTH OF DOMINICA

**No. 01 of 2022**

**Telecommunications (Mobile Consumer Safeguards) Guidelines**

Effective Date: 01 July 2022

The National Telecommunications Regulatory Commission hereby issues the following Telecommunications (Mobile Consumer Safeguards) Guidelines in accordance with section 15(1) and (2) of the Telecommunications Act<sup>1</sup> and regulations 4(2)k and 49 of the Telecommunications (Retail Tariff) Regulations<sup>2</sup> of the Commonwealth of Dominica:

- 1. Citation.** These Guidelines may be cited as the Telecommunications (Mobile Consumer Safeguards) Guidelines 2021.
- 2. Commencement.** The Telecommunications (Mobile Consumer Safeguards) Guidelines is deemed to come into force on the effective date outlined above.
- 3. Interpretation.** In these Guidelines –
  - a) "Act" means Telecommunications Act of the Commonwealth of Dominica.
  - b) "Add-on" means an telecommunications service or combination of telecommunications services that can be purchased and added to an existing telecommunications service or bundle.
  - c) "Bundle" means a combination of telecommunications services, whether regulated or unregulated, provided by a licensee under a combined rate or rate formula where the offering of one or more telecommunications services within the combination is contingent on acceptance of the entire combination;
  - d) "Bundle Allowance" means the combination of calls, text messages, data or any other telecommunications service that is assigned to a retail customer for a fixed charge and a set time period;
  - e) "Credit Advance" means a loan from a licensee that allows customers to use a telecommunications service;

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<sup>1</sup> Telecommunications Act, No. 8 of 2000 (as amended).

<sup>2</sup> Telecommunication (Retail Tariff) Regulations S.R.O. No. 40 of 2012.

- f) "Retail Customer" means a person, other than a licensee who —
  - (i) is obliged to pay periodically or on demand for a telecommunications service; or
  - (ii) has entered into an agreement for the provision of a telecommunications service;
- g) "Licensee" means a person holding a licence specified under section 31 of the Act;
- h) "Mobile Roaming Service" means a mobile telecommunications service used outside the network of a licensee but within another ECTEL Contracting State;
- i) "Mobile Service" means a telecommunications service provided by means of a telecommunications network, used to provide a telecommunications service that—
  - (i) permits a customer to move continuously between places (including places accessing that network through different mobile base facilities) during the provision of a single cell; and
  - (ii) does not require physical contact between that network and the customer equipment; and
- j) "Out-of-Bundle" means the offering of a telecommunications service, whether regulated or unregulated, by a licensee on a stand-alone basis where the rate is independent of the rate of any other telecommunications service.

#### **4. National Usage Safeguards**

- a) A Licensee shall notify a retail customer whether the retail customer is using a Mobile Service within a Bundle Allowance or Out-of-Bundle.
- b) If a retail customer is using a mobile service out-of-bundle, the licensee shall notify the retail customer, by text message or other electronic means, of the rate for the mobile service.
- c) If a retail customer is using a Mobile Service within a Bundle Allowance, at a minimum, the Licensee shall notify the retail customer, by text message or other electronic means, when the retail customer reaches no less than 75% and 100% of the Bundle Allowance.
- d) If a retail customer has exhausted the Bundle Allowance for a Mobile Service, the Licensee shall notify the retail customer, by text message or other electronic means, of the available options to continue that Mobile

Service, and the price of each available option.

- e) The options referred to under sub-clause (d) may include the option to-
  - (i) discontinue the use of the Mobile Service;
  - (ii) purchase an Add-on for the Mobile Service;
  - (iii) purchase another Bundle for the Mobile Service;
  - (iv) use the Mobile Service on an Out-of-Bundle basis;
  - (v) use a Credit Advance to continue using the Mobile Service; or
  - (vi) any other option the Licensee makes available to the retail customer.
- f) If a retail customer does not select any option under sub-clause (e), then the Licensee shall notify the retail customer, by text message or other electronic means, that the Licensee shall discontinue that Mobile Service.
- g) After any discontinuation of a Mobile Service under sub-clauses (e) and (f), the retail customer may select to continue that Mobile Service with the Licensee by selecting any of the applicable available options under sub-clause (e).

## **5. Roaming Usage Safeguards**

- a) A Licensee shall notify a retail customer whether the retail customer is using a Mobile Roaming Service within a Bundle Allowance or Out-of-Bundle.
- b) If a retail customer is using a mobile roaming service out-of-bundle, the licensee shall notify the retail customer, by text message or other electronic means, of the rate for the Mobile Roaming Service.
- c) If a retail customer is using a Mobile Roaming Service within a Bundle Allowance, at a minimum, the Licensee shall notify the retail customer, by text message or other electronic means, when the retail customer reaches 80% and 100% of the Bundle Allowance.
- d) If a retail customer has exhausted the Bundle Allowance for a Mobile Roaming Service, the Licensee shall notify the retail customer, by text message or other electronic means, of the available options to continue that Mobile Roaming Service, and the price of each available option.
- e) The options referred to under sub-clause (d) may include the option to-
  - (i) discontinue the use of the Mobile Roaming Service;
  - (ii) purchase an Add-on for the Mobile Roaming Service;
  - (iii) purchase another Bundle for the Mobile Roaming Service;
  - (iv) use the Mobile Roaming Service on an Out-of-Bundle basis;
  - (v) use a Credit Advance to continue using the Mobile Roaming Service;or

- (vi) any other option the Licensee makes available to the Customer.
- f) If a retail customer does not select any option under sub-clause (e), then the Licensee shall notify the Customer, by text message or other electronic means, that the Licensee shall discontinue that Mobile Roaming Service.
- g) After any discontinuation of a Mobile Roaming Service under sub-clauses (e) and (f), the Customer may select to continue that Mobile Roaming Service with the Licensee by selecting any of the applicable available options under sub-clause (e).



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**Kurt Savarin**  
**Chairperson**

**National Telecommunications Regulatory Commission**  
**10<sup>th</sup> June 2022**