



REGULATORY
AUTHORITY

Bermuda

Principles of Consumer Protection Consultation Document

Consultation Document

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Responses Due: 15 March 2019

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I. INTRODUCTION

1. The Regulatory Authority of Bermuda (the “Authority”) is responsible for regulating the electricity and electronic communications sectors, which includes establishing rules and standards to which Sectoral Providers must adhere for the protection of Consumers.
2. In furtherance of this responsibility the Authority is guided by sectoral legislation as set out in the Electricity Act 2016 (the “EA”) and the Electronic Communications Act 2011 (the “ECA”). Part 7 of the EA and Part 5 of the ECA empower the Authority to create general determinations (“GDs”) to govern the commercial and marketing practices of the relevant Sectoral Providers to protect the rights of Consumers and other sectoral participants.
3. The purpose of this Principles of Consumer Protection Consultation Document (the “Consultation Document”) is to consult with the public on the proposed rules and standards relating to the commercial and marketing practices to which Sectoral Providers must adhere when retailing goods and services to Consumers.

II. DEFINITIONS

Administrative Determination means includes a general determination, order, direction, decision, or other written determination by which the Authority establishes the legal rights and obligations of one or more sectoral participants, but does not include an advisory guideline or an adjudicative decision and order;

Consumer (or “Customer”) means a person that uses or seeks to use goods or services provided by a Sectoral Provider on a retail basis;

Contract means an agreement between a Consumer and a Sectoral Provider setting out the terms and conditions upon which a Sectoral Provider will provide service(s) or product(s) to the Consumer;

Consultation Document means this ‘Principles of Consumer Protection Consultation Document’;

Cooling-off period means a period of time during which a purchaser may cancel a good or service purchased;

ECA means the Electronic Communications Act 2011;

EC means the Electricity Act 2016;

Employee (also Staff) means a person who works part-time or full-time for a Sectoral Provider for a wage or salary;

Frontline Employees/Staff means a Sectoral Provider’s Employees who deal directly with Customers;

ICOL means Integrated Communications Operating License;

Outages means short term or long-term interruption in Sectoral Provider's service;

RAA means the Regulatory Authority Act 2011;

Sectoral Provider means a person, whether or not an authorization holder, who provides a good or service in a regulated sector;

Tariff means the price that a Consumer pays for a service which includes the rate and any other fees and charges that may apply under the applicable contract;

TD&R Licensee means the Transmission, Distribution and Retail Licensee; and

Vulnerable person means someone who, due to personal characteristics which they cannot change, is especially susceptible to detriment, particularly when a Sectoral Provider is not acting with appropriate levels of care. Vulnerability can have a range of causes and can be temporary or permanent in nature. This can include but may not be limited to physical and mental disability.

III. CONSULTATION PROCEDURE

4. This consultation is being undertaken in accordance with sections 38 and 39 of the EA and sections 26 through 31 of the ECA. The procedure and accompanying timelines (as set out in section 70 of the Regulatory Authority Act 2011 (the "RAA")), under which this consultation is taking place, are set out below.

5. Written comments should be submitted before 5:00 PM (Bermuda time) on 15 March 2019.

6. The Authority invites comments from members of the public, electricity and electronic communications sectoral participants and Sectoral Providers, and other interested parties. The Authority requests that commenting parties, in their responses, reference the numbers of the relevant questions, as set forth in this Consultation Document, to which they are responding. A complete list of questions presented by this Consultation Document appears in Section VIII below.

7. Responses to this Consultation Document should be filed electronically in MS Word or Adobe Acrobat format. Parties filing comments should go to the Authority's website, www.rab.bm, follow the link to the Consultations and Response page, and click the "Click here to submit a response" icon which appears at the top of the page. All comments should be clearly marked "Comments on Principles of Consumer Protection Consultation Document".

8. The Authority intends to make responses to this Consultation Document available on its website. If a commenting party's response contains any information that is confidential in nature, a clearly marked "Non-Confidential Version", redacted to delete the confidential information, should be provided together with a complete version that is clearly marked as the "Confidential Version." Redactions should be strictly limited to "confidential information," meaning a trade secret, information whose commercial value would be diminished or destroyed by public disclosure, information whose disclosure would have an adverse effect on the commercial interests of the commenting party, or information that is legally subject to confidential treatment. The "Confidential Version" should highlight the information that has been redacted. Any person claiming confidentiality in respect of the information submitted must provide a full justification for the claim. Requests for confidentiality will be treated in the manner provided for in Rule 30 of the Authority's Interim Administrative Rules.

9. In accordance with section 73 of the RAA, any interested person may make an ex parte communication during this consultation process, subject to the requirements set forth in this paragraph. An ex parte communication is defined as any communication to a Commissioner or member of staff of the Authority regarding the matter being consulted on in this Consultation Document, other than a written submission made pursuant to this Section III. Within two business days after making an ex parte communication, the person who made the ex parte communication shall submit the following to the Authority: (i) a written description of the issues discussed, and positions espoused; and (ii) a copy of any written materials provided. This will be posted on the Authority's website, along with a notice of the ex parte communication.

10. The principal point of contact at the Authority for interested persons for this Consultation Document is Tristy Smith. She may be contacted by email, referencing “Comments on Consumer Protection Consultation Document” at info@rab.bm or by mail at:

Tristy Smith
Regulatory Authority
1st Floor, Craig Appin House
8 Wesley Street
Hamilton, Bermuda

11. In this Consultation Document, except insofar as the context otherwise requires, words or expressions shall have the meaning assigned to them by the EA, ECA, the RAA and the Interpretation Act 1951.

12. This Consultation Document is not a binding legal document and does not contain legal, commercial, financial, technical or other advice. The Authority is not bound by this Consultation Document, nor does it necessarily set out the Authority's final or definitive position on particular matters. To the extent that there might be any inconsistency between the contents of this Consultation Document and the due exercise by the Authority of its functions and powers, and the carrying out of its duties and the achievement of relevant objectives under law, such contents are without prejudice to the legal position of the Authority.

IV. LEGISLATIVE CONTEXT

13. The RAA has been established as a cross-sectoral independent and accountable regulatory body, “to protect the rights of Consumers, encourage the deployment of innovative and affordable services, promote sustainable competition, foster investment, promote Bermudian ownership and employment and enhance Bermuda’s position in the global market”.

14. The EA is the relevant sectoral legislation governing the electricity sector. The EA received Royal Assent on 27 February 2016 and came into operation on 28 October 2016 pursuant to the Electricity Act 2016 Commencement Day Notice 2016 (BR 101/2016). The EA repealed the Energy Act 2009. Sections 38 and 39 of the EA set out provisions for the protection of the electricity Consumer which are both encompassed and expanded on with this Consultation Document.

15. Section 38 of the EA empowers the Authority to develop GDs governing the commercial and marketing practices of the TD&R Licensee, and any other sectoral participants, to protect the rights of end-users and other licensees or authorized persons, having due regard to the purposes of the EA.

16. Section 39 of the EA empowers the Authority to make GDs governing the processing, disclosure and use by the TD&R Licensee and any other sectoral participants of personal data that they obtain from subscribers or users in the course of business other than for the purpose of supplying electricity. This includes disclosure of an end-user’s name, address, email address and telephone number (including fixed and mobile numbers); use or disclosure of subscription data provided when a Customer orders a service; and any other Customer-related data, as defined for this purpose by the Authority, that is obtained by the TD&R Licensee from users or sub-users.

17. The ECA is the applicable sectoral legislation governing the electronic communications sector. The ECA received royal assent on 18 December 2011 and came into operation on 28 January 2013 pursuant to the Electronic Communications Act 2011 Commencement Day Notice 2013 (BR 3/2013). Sections 26-31 of the ECA set out various obligations and requirements which Sectoral Providers must adhere to for the protection of electronic communications Consumers and which is expanded on with this Consultation Document.

18. Section 26 of the ECA empowers the Authority to make GDs governing the commercial and marketing practices of ICOL holders and any other types of communications providers specified by the Authority to protect the rights of Customers, subscribers, users and Consumers, having due regard for the vulnerability of certain categories of Consumers.

19. Where there is an irreconcilable conflict between any applicable laws, regulations, determinations or orders, the following order of precedence shall apply: Acts of Parliament, Regulations and Orders made by the Minister, international agreements that apply to Bermuda, this Principles of Consumer Protection GD, other GDs or Administrative Determinations made by the Authority.

V. BACKGROUND

20. The Authority is committed to the provision of a comprehensive consumer protection framework which sets out best practice requirements for regulated sectors when dealing with consumers. The Authority's overriding objective continues to be the strengthening of the current consumer protection framework and the introduction of new measures which will benefit consumers in their dealings with both the electricity and electronic communications regulated sectors. These provisions would also apply to any other sectors that the Authority may regulate in the future. To this end, the Principles of Consumer Protection will provide a number of additional protections for the consumers in the regulated sectors, once implemented.

21. The Authority is acutely aware that there are currently deficiencies in the standards and processes in place to address consumer issues in the regulated sectors. The Authority acknowledges the frustrations which have been expressed by consumers and intends to use this Consultation Document and subsequent GD to address many of the systemic issues which the Authority has uncovered.

22. The Authority has undertaken an extensive analysis of global best practices relating to consumer protection in both the electricity and electronic communications sectors. The approach proposed in this Consultation Document contains the key elements necessary to develop and strengthen the Authority's consumer protection framework, including Frontline Staff training, requirements for handling of Consumer complaints, and marketing and advertising practices.

23. Consumer protection measures that are provided in the Sale of Goods Act 1978, the Consumer Protection Act 1999 and the Supply of Services (Implied Terms) Act 2003 are not repeated in this proposed Consumer Protection GD. This Consultation Document proposes additional requirements, which will apply to the regulated sectors when providing goods and services in addition to the existing consumer protection legislation. The implementation and monitoring of compliance with these provisions is also a key priority for the Authority.

24. This Consultation Document seeks public consultation on the proposed rules and standards for additional consumer protection measures, which are set forth in section VI below.

VI. CONSUMER PROTECTION PROVISIONS

25. The Authority proposes to adopt a GD setting the rules and standards summarized in this section VI. The proposals apply to all Sectoral Providers in both regulated sectors unless otherwise stated.

26. The purpose of this Consultation Document is to solicit public feedback on the proposed set of standards for the provision of goods and services to the Bermuda public by the Sectoral Providers.

A. The below provisions are provisions that apply to Sectoral Providers in both regulated sectors, unless otherwise stated.

i. Application for Service

27. Customers should be able to apply for service through different means (e.g. in person, telephone or through e-mail). However, it should be noted that application for service will not amount to a binding legal agreement until the Consumer has been provided with a complete contract in writing and has provided written consent to enter into this Contract.

ii. Contracts

28. Sectoral Providers, whether offering to provide, or providing services to a Consumer, are required to enter into a contract or vary an existing Contract with the Consumer.

29. Sectoral Providers should not be permitted to unilaterally make changes to the terms and conditions of a term contract to which a Consumer is a party. If the Sectoral Provider does so, the Consumer may opt out of the Contract, at no financial penalty, or may remain bound to the terms and conditions of the original Contract that they signed.

30. Such changes would include, but are not limited to, price increases within the contract period, or changes to the duration or service conditions of the Contract. This 'right to exit' will protect Consumers against charges that are not clearly articulated at the start of the Contract.

31. In support of this, electronic communications Sectoral Providers should contact Consumers at the point when such a proposed change occurs, to inform Consumers that they have the right to exit from their current Contract.

32. Additionally, in relation to electronic communications, Sectoral Providers should offer a 14 day "cooling-off" period for all broadband products, to allow the Consumer the right to exit the Contract at any point during those 14 days without penalty. This period should start from the date on which the service starts and should run for 14 consecutive calendar days. However, the Consumer may be liable in these circumstances for the cost of any subsidized Customer premises equipment provided (e.g. free WiFi router) and the pro-rata cost of the service at the contract rate.

33. As it relates to electronic communications services, the Authority should mandate a maximum permitted Contract length for retail broadband products of 24 months. Specifically, when Contracts are longer than 12 months, an alternative choice with a Contract period of 12 months or less should also be offered. This will ensure that the Consumers have a choice over Contract length and are not locked into Contracts for excessively long period.

34. Any Contract that, is longer than two (2) pages, including any attachments, annexes, or appendices, should be accompanied by a one (1) page Contract summary setting out the terms listed below.

The following terms and conditions must be provided in the Contract summary (where applicable):

- A description of the service provided;
- The price charged for the service provided;
- The length of the Contract if any;
- The length of promotion if any; with promotional end date
- The commencement date of the terms and conditions;
- The termination requirements of the Contract and end date;
- Any early termination fees payable and how they are calculated; and
- The frequency of billing and how to pay;
- Any late payment fees, penalties or charges that may be payable; and
- Contact details for the Employee(s) responsible for complaints regarding the specific service being applied for

Electronic Communications Sector

35. Consumers should have the right to control the length of time to which they remain bound to a term contract after expiration.

36. Some Sectoral Providers have long-term Contracts, which, upon expiry, renew for a period of a year or more automatically. This has the effect of locking a Consumer into a new long-term Contract (often with a substantial early termination fee) without express consent to the renewed terms.

37. The Authority proposes that any term in a Contract providing for its automatic renewal must be limited to renewal on a month to month basis with the same terms and conditions under the previously expired long-term Contract remaining in effect until such time as the Consumer indicates otherwise. Any Contract which purports to automatically renew for more than this would be deemed void.

iii. Contents of Bills

38. Provisions which should apply to both sectors are that bills should include:

- Tariff name
- Payment methods
- Annual costs details; and
- A breakdown of the bill calculation

39. Electronic Communications Sector

 In the provision of any electronic communications services, Sectoral Providers will not charge a Customer unless every amount charged and/or stated on the bill represents and does not exceed the true extent of any such service actually provided to the Customer in question.

40. Sectoral Providers should ensure that Consumers have access, upon request, to adequate billing information which should allow the Consumer to verify, control and monitor the charges incurred so that Consumers can exercise a reasonable degree of control over their expenditure. The Sectoral Provider may not charge a fee for providing this information, if the information requested spans the last 12 months. If the information requested goes back further than 12 months from the request date, then the Sectoral Provider may charge a reasonable fee.

41. Sectoral Providers should develop a list of telephone numbers for emergency services that would be provided free for all of their Customers to call at all times. This emergency services list should also include text messages to helplines. This list would be subject to approval by the Authority.

iv. Information on Tariffs

42. Consumers have the right to be informed and understand their bills and the tariffs details from which bills are comprised.

43. Sectoral Providers should ensure that the structure, terms and conditions of their tariffs are clear and easily understood and that each tariff is easily distinguishable from other tariffs. Sectoral Providers should also ensure that Consumers are aware that the Consumer can request detailed information on the breakdown of any charges and fees. This information should be provided by the Sectoral Provider to customers and set out in plain and intelligible language.

v. **Handling of Complaints**

44. The Authority believes that all Customer complaints should be heard and addressed to a satisfactory level. It is the Authority's aim to ensure that all Customer complaints are dealt with in a fair and timely manner and that both Sectoral Providers and Customers are informed as to how complaints should be dealt with and resolved.

45. All Sectoral Providers should develop a complaints handling policy which must remain in place and be adhered to at all times. The complaints handling policy should be in plain and intelligible language and Customers should be able to access this easily, on paper or electronically. Such complaints procedures should allow Consumer complaints to be made to Sectoral Providers orally in person, by telephone or in writing (including by email).

46. All Frontline Employees should be sufficiently trained to allow them to be able to identify when a Consumer is making a complaint and duly to deal with the complaint in accordance with the internal complaints policy, and any rules and regulations imposed on Sectoral Providers by the Authority, which are or may be, set forth in sectoral legislation licenses or Administrative Determinations. The internal complaints policy should require that Employees who receive complaints to make a record of the complaint in writing which should be filed in an appropriate database maintained by the Sectoral Providers.

47. Sectoral Providers should ensure that Customer complaints are resolved in a timely manner and to the satisfaction of the Customer. The policy should describe the steps that the Sectoral Provider will take to investigate and resolve a Consumer complaint and the likely timescales of each of those steps. The complaints handling policy should also provide for internal reviews of existing Consumer complaints (where a Consumer is dissatisfied with the handling of their complaint and requests a review).

48. Consumers should be informed of the names and contact details of the main sources of independent help, advice and information that are available to them in relation to their complaint. The policy should explain how such complaints are handled and should set out the different remedies that may be available to Consumers under the complaint handling procedure (e.g. an apology, explanation, compensation and/or, remedial action) and in addition, provide clear guidelines on how complaints are recorded and handled through to resolution.

49. The policy should also set out provisions for the publication of information by Sectoral Providers on complaints (e.g. publishing a Consumer complaints report on Sectoral Providers website). This information should also be filed with the Authority. Sectoral providers should ensure that their complaints handling policy is accessible to all

Customers, including those who are disabled and those whose circumstances may make them vulnerable.

50. The Sectoral Provider must then promptly take active steps to resolve the Customers complaint until the complaint has been resolved. Once the complaint has been resolved or has been otherwise closed, the Sectoral Provider must promptly tell the Customer of the outcome of its investigation into the complaint.

51. When informing the complainant of the outcome of its investigation the Sectoral Provider should also inform the complainant that he or she has 28 calendar days to contact the Sectoral Providers if the complainant is not satisfied with the outcome of the investigation. Otherwise, the Sectoral Provider will deem the complaint to be closed.

vi. **Marketing Advertising and Selling Practices**

52. The Authority wishes to ensure that Sectoral Providers are accountable for their marketing, advertising and selling practices. The Authority requires Sectoral Providers to practice responsible marketing and selling to Consumers and potential Consumers.

53. Sectoral Providers should ensure that they communicate in a fair, appropriate and transparent manner with regard to their sales, marketing and advertising activities. Sectoral Providers must provide information about their products and services in a way that is not misleading to Consumers. All claims made by Sectoral Providers must be capable of being evidenced and reliably substantiated.

54. Before a Consumer enters into a contract with a Sectoral Provider, the Sectoral Provider must inform the Consumer of the full terms and conditions of the proposed Contract and must ensure that the information is communicated in plain and intelligible language. The Sectoral Provider must also take all reasonable steps to ensure that the Consumer is aware that the Consumer is entering into a legally binding contract, including making such Contracts readily available (on appropriate platforms) and also ensure that the Customer has the authority to enter into the Contract and can evidence this authority, if needed.

55. The Sectoral Provider must explain to the Customer any consequences of non-payment, the Contract term that applies, any provisions regarding contract renewals and what happens if the Customer terminates the Contract before the end of the term, including any termination or reinstatement fees. The Sectoral Provider must inform the Customer of any security deposit or additional charges which may be required and, also provide details of any and all discounts or benefits that may apply. The Sectoral Provider must also inform the Customer if a credit check will be performed and will be required to receive consent from the Customer for the use of his or her personal information.

vii. Training

56. In order to ensure that Consumers receive quality service and to achieve Consumer satisfaction, the Employees of Sectoral Providers need to be sufficiently trained, particularly Frontline Employees.

57. Sectoral Providers must ensure that all of their Employees receive continuous and appropriate training to ensure they understand and can comply with policies and procedures and legal obligations relating to protection of Consumers in relevant sectoral legislation license conditions and Administrative Determinations. Sectoral Providers should also ensure that their staff act in a way that is fair and professional and present information clearly and transparently – i.e. answer the Customer's questions with accurate and complete responses and clarify any misunderstanding

viii. Unsolicited Communications

58. The Authority proposes to prevent the intrusion, annoyance and inconvenience or anxiety to Consumers caused by Sectoral Providers engaging in unsolicited direct marketing activities to Consumers. Sectoral Providers will be prohibited from engaging in unsolicited direct marketing by means of electronic communications networks unless the Consumer specifically opts-in or provides explicit consent for this marketing activity. Such unsolicited communications include those made by means of automated calling (also known as 'robo calling') and communications systems or machines that do not involve human interaction, by facsimile machines and through electronic mail.

59. Where a Consumer opts-in, the Sectoral Provider must still clearly identify itself and its contact information in the message and must also provide an opt-out or unsubscribe option which should be processed within a 10-business day period.

ix. Confidentiality of Customer Information

60. Sectoral Providers are required, at a minimum, to comply with the applicable requirements set out in the Personal Information Protection Act 2016 (as amended) and any applicable regulations and any Administrative Determination issued by the Authority.

x. Enforcement and Disputes

61. Sectoral Providers will be subject to the procedures set out in the RAA as it relates to the enforcement of disputes, if they are brought to the Authority for resolution.

xi. Accessibility

62. The Authority is concerned that some Customers may not enjoy the same benefits as other Customers due to some characteristic which the Customer cannot change.

63. The Authority believes that all Consumers should be treated with due care and given additional assistance where necessary.

64. Sectoral Providers should aim to ensure that Vulnerable persons can obtain access to their services.

65. Sectoral Providers would be required to notify Customers on this register prior to termination of service, as well as any relevant governmental agencies or other financial assistance agencies.

66. Sectoral Providers would also be required to postpone termination of service to any Customer if doing so would be dangerous to his or her health.

67. Sectoral Providers are required to establish a priority services register of their Consumers who, due to their personal characteristics, (e.g. chronically sick, having an impairment, disability or long-term medical condition etc. or otherwise being in a vulnerable situation) may require priority services for the protection of their wellbeing.

68. Sectoral Providers are encouraged to ensure that their buildings are wheelchair accessible and their services are accessible to Customers who may have physical challenges (for example cannot/have difficulty walking). Sectoral Providers would also be encouraged to ensure that all contracts are also available in audio for the vision impaired.

Electricity sector specific

69. The Authority is aware that there may be instances where Customers may have certain characteristics which require them to rely on electrically powered devices for health reasons.

70. If a member of a household is a Consumer who has a medical condition where the disconnection of electric service would be especially dangerous to health, Sectoral Providers would be required to retain or restore that Consumer's service for a period of 30 days if the Consumer can provide a medical certificate to this effect. Medical certifications would only be allowed to be used three times per household in a 12-month period and must be completed by a medical doctor. . The Authority recognizes that the Sectoral Provider's services are not an alternative to emergency medical services. Should loss of services cause immediate threat to a Customer's wellbeing, the Customer should consider use of emergency medical services as necessary.

xii. Outages

71. The Authority understands the inconvenience outages may create for Consumers. Conversely, the Authority appreciates that planned outages may be necessary for Sectoral Providers to carry out scheduled repairs and maintenance.

72. Sectoral Providers are required to provide advance notice (via post, gazetting, e-mail or phone calls) of planned outages to all affected Customers. In the event of unplanned outages, the Sectoral Provider's best estimate on the restoration of service is to be provided to Customers when contacted.

B. Electricity Sector Specific Provisions

i. Right to refuse AMI Meters

73. Customers should have the right to refuse Advanced Metering Infrastructure ('AMI') meters. A reasonable fee not to exceed the additional expenses incurred for providing the services to read the meter may be implemented to offset such expenses.

C. Electronic Communications Specific Provisions

i. Switching

74. Sectoral Providers should ensure that they are able to provide sufficient and accurate information on the process of switching providers or reducing or enhancing services.

VII. PROPOSED DECISION

The Authority proposes to issue a GD enacting the Consumer Protection Provisions set forth in Annex 1 below.

VIII. CONSULTATION QUESTIONS

75. Interested parties are invited to comment on the proposed Consumer Protection provisions set forth in section VI above and Annex 1 below, in particular in relation to the following questions:

1. Do you think that Sectoral Providers should be able to charge a fee for the provision of detailed tariff information on bills?
2. How many days do you think is an appropriate timeframe to respond to Consumer complaints?
3. Do you think that 28 calendar days is a long enough timeframe for Sectoral Providers to reasonably conclude that a complaint is closed?
4. Do you agree that contracts that are available in physical and electronic form make it easier for Consumers to review at their own pace? Why or why not?
5. Are there any forms of a Contract not mentioned that you believe should be considered by this Consultation Document?
6. Do you agree that a Sectoral Provider whose Contracts for services are longer than two pages should be required to provide Consumers with a Contract summary?
7. Are there any other terms and conditions, not included in the proposed decision, which should be included in a Contract summary?
8. Do you agree that Sectoral Providers should not renew a contract

without your express consent of the Consumer who is party to the agreement? Why or why not?

9. After a service contract expires, should the Contract be automatically renewed on a month to month basis?

10. Should Consumers be able to opt out of unsolicited communications from Sectoral Providers?

11. Do you agree that electronic communications Sectoral Providers should ensure that they are able to provide sufficient and accurate information on the process of switching providers?

Annex 1

Proposed General Determination

Scope of this General Determination

The rights and obligations set forth within this Proposed General Determination apply to Sectoral Providers in all regulated sectors in the provision of their products and services to the Consumers of Bermuda. As noted, some provisions apply to specific sectors, however, the Authority encourages Sectoral Providers to still incorporate any provision which may not specifically apply to their sector if they believe it can be incorporated for the benefit of their -Customers.

i. Application for Service

Sectoral Providers shall offer Customers at least two options for means by which to apply for service.

These options shall include at least two of the following:

- In person;
- Over the telephone;
- Through e-mail or;
- Through the Sectoral Providers official website.

An application for service shall not be a binding legal agreement until the Consumer has been provided with the complete Contract in writing and has provided written consent to enter into this Contract.

ii. Contracts

Sectoral Providers shall enter into a new Contract or vary an existing Contract with a Consumer prior to providing services to that Consumer.

Sectoral Providers shall not unilaterally make changes to the terms and conditions of a term contract to which a Consumer is a party. If the Sectoral Provider does so, the Consumer may opt out of the Contract, at no financial penalty, or may remain bound to the terms and conditions of the original Contract that they signed.

Such changes shall include, but are not limited to, price increases within the Contract period, or changes to the duration or service conditions of the Contract. This 'right to exit' will protect Consumers against charges that are not clearly articulated at the start of the Contract.

In support of this, electronic communications Sectoral Providers must contact Consumers at the point when such a proposed change occurs, to inform Consumers that they have the right to exit from their current Contract.

Additionally, in relation to electronic communications Sectoral Providers must offer a 14 day "cooling-off" period for all broadband products, to allow the Consumer the right to exit the Contract at any point during those 14 days without penalty. This period shall start from the date on which the service starts and should run for 14 consecutive calendar days. However, the Consumer may be

liable in these circumstances for the cost of any subsidized Customer premises equipment provided (e.g. free WiFi router) and the pro-rata cost of the service at the Contract rate.

As it related to electronic communications services, the Authority mandates a maximum permitted Contract length for retail broadband products of 24 months. Specifically, when Contracts are longer than 12 months, an alternative choice with a Contract period of 12 months or less shall also be offered. This will ensure that the Consumers have a choice over Contract length and are not locked into Contracts for excessively long period.

Any Contract that, is longer than two (2) pages, including any attachments, annexes or appendices, shall be accompanied by a one (1) page Contract summary setting out the terms and conditions listed below.

The following terms and conditions shall be provided in the Contract summary:

- A description of the Service Provided;
- The price charged for the Service Provided;
- The length of the Contract if any;
- The length of promotion if any; with promotional end date
- The commencement date of the terms and conditions;
- The termination requirements of the Contract and end date;
- Any early termination fees payable and how they are calculated; and
- The frequency of billing and how to pay;
- Any late payment fees, penalties or charges that may be payable; and
- Contact details for the Employee(s) responsible for complaints regarding the specific service being applied for.

Any term in a Contract providing for its automatic renewal shall be limited to renewal on a month to month basis with the same terms and conditions as under the previously expired Contract until such time as the Consumer choses to enter into another Contract. Any contract which purports to automatically renew without express consent shall be deemed null and void.

iii. Content of Bills

Provisions which shall apply to both sectors are that bills shall include:

- Tariff name
- Payment methods
- Annual costs details; and
- A breakdown of the bill calculation

Electronic Communications Sector

In the provision of any electronic communications services, Sectoral Providers shall not charge a Customer unless:

- every amount charged and/or stated on the bill represents, and does not exceed, the true extent of any such service actually provided to the Customer in question.

Additionally, Sectoral Providers shall ensure that Consumers have access, upon request, to adequate billing information to allow the Consumers to verify, control and monitor the charges incurred so that they can exercise a reasonable degree of control over their expenditure. The Sectoral Provider shall not charge a fee for providing this information if the information requested spans the last 12 months. If the information requested goes back further than 12 months from the request date than the Sectoral Provider may charge a reasonable fee.

Sectoral Providers shall develop a category of numbers and other contact details for emergency services which shall be free for all of their consumers to call at all times. This emergency services list could also include text messages to helplines. This list will be subject to approval by the Authority.

iv. Information on Tariffs

Sectoral Providers shall ensure that:

- the structure and terms and conditions of their tariffs are clear and easily understandable;
- each tariff is easily distinguishable from other tariffs and;
- Consumers are aware that they can request detailed information on the breakdown of charges and fees.

This information must be provided by the Sectoral Provider to Customers and set out in plain and intelligible language.

v. Handling of Complaints

All Sectoral Providers are required to develop a complaints handling policy which must remain in place and be adhered to at all times. The complaints handling policy must be in plain and intelligible language and Customers must be able to access this easily, on paper or electronically.

Such complaints procedures shall allow Consumer complaints to be made to Sectoral Providers in at least one of the following forms:

- orally in person;
- by telephone or;
- in writing (including by email).

All Frontline Employees shall be sufficiently trained to allow them to be able to identify when a Consumer is making a complaint and duly to deal with the complaint in accordance with the complaints policy and any rules and regulations imposed on them by the Authority, as, set forth in sectoral legislation licenses and Administrative Determinations. The policy shall require that Employees who receive complaints make a record of the complaint in writing which shall be filed in an appropriate database maintained by the Sectoral Providers.

Sectoral Providers shall ensure that Customer complaints are resolved in a timely manner and to the satisfaction of the Customer.

Sectoral Providers shall ensure that their complaints handling policy is accessible to all Customers, including those who are disabled and those whose circumstances may make them vulnerable.

The complaints handling policy shall at a minimum:

- describe the steps that the Sectoral Provider will take to investigate and resolve a Consumer complaint
- indicate the likely timescales of each of those steps
- provide for internal reviews of existing Consumer complaints (where a Consumer is dissatisfied with the handling of their complaint and requests a review).
- explain how such complaints are handled
- set out the different remedies that may be available to Consumers under the complaint handling procedure (apology, explanation, compensation and/or, remedial action)
- provide clear guidelines on how complaints are recorded and handled through to resolution; and
- set out provisions for the publication of information by Sectoral Providers on complaints (e.g. publishing a Consumer complaints report on Sectoral Providers website) (This information must also be filed with the Authority).

Each Sectoral Provider shall submit a report to the Authority quarterly that sets forth statistical data on complaints received and how they were resolved. The Sectoral Provider must promptly take active steps to resolve the Customers complaint until the Customer feels that the complaint has been resolved. Once the complaint has been resolved or has been otherwise closed, the Sectoral Provider must promptly tell the Customer of the outcome of its investigation into the complaint.

When informing the complainant of the outcome of the investigations, the Sectoral Provider must inform the complainant that he or she has 28 calendar days to contact the Sectoral Providers if the complainant is not satisfied with the outcome of the investigation. Otherwise, the Sectoral Provider may deem the complaint to be closed.

Sectoral Providers shall also inform Consumers of the names and contact details of the main sources of independent help, advice and information that are available to them in relation to their complaint.

vi. Marketing Advertising and Selling Practices

The Authority requires Sectoral Providers to practice responsible marketing and selling to Consumers.

Sectoral providers shall ensure:

- that they communicate in a fair, appropriate and transparent manner regarding their sales, marketing and advertising activities; and
- Sectoral Providers shall provide information about their products and services in a way that is not misleading to Consumers all claims made by Sectoral Providers must be capable of being evidenced and reliably substantiated.

Before a Consumer enters into a Contract with a Sectoral Provider the Sectoral Provider shall:

- Provide the full proposed Contract to the Consumer and ensure that the information is communicated in plain and intelligible language
- take all reasonable steps to ensure that the Consumer is aware that the Consumer is entering into a legally binding contract
- make the terms and conditions of the contract readily available (on appropriate platforms including in physical copy, on the website, and via e-mail if requested); and
- ensure that the Customer has the authority to enter into the contract and can evidence this authority, if needed.

The Sectoral Provider shall explain to the Customer any consequences of non-payment, the contract term that applies, any provisions regarding Contract renewals and what happens if the Customer terminates the Contract before the end of the term, including any termination or reinstatement fees. The Sectoral Provider shall inform the Customer of any security deposit or additional charges which may be required, if applicable, and, also provide details of any and all discounts or benefits that may apply. The Sectoral Provider must also inform the Customer if a credit check will be performed and will be required to receive consent from the Customer for the use of their personal information.

vii. Training

Sectoral Providers must ensure that all of their Staff receive continuous and appropriate training to ensure they understand and can comply with policies and procedures and legal obligations relating to protection of Consumers in relevant sectoral legislation, Administrative Determinations and license conditions. Sectoral Providers should also ensure that their Staff act in a way that is fair and professional and present information clearly and transparently – i.e. answer the Customer's questions with accurate and complete responses and clarify any misunderstanding.

viii. Unsolicited Communications

Sectoral Providers are prohibited from engaging in unsolicited direct marketing by means of electronic communications networks unless the Consumer specifically opts-in or provides explicit consent for this marketing activity.

Such unsolicited communications shall include those made by means of:

- automated calling (i.e. 'robo-calling');
- communications systems or machines that do not involve human interaction and;
- by facsimile machines and through electronic mail.

Where a Consumer opts-in, the Sectoral Provider shall still clearly identify itself and its contact information in the message and shall also provide an opt-out or unsubscribe option which shall be processed within a 10-business day period.

ix. Confidentiality of Customer Information

Sectoral Providers are required, at a minimum, to comply with the applicable requirements set out in the Personal Information Protection Act 2016 (as amended) in the fulfillment of all of their duties following from this GD.

x. Enforcement and Disputes

Sectoral Providers shall be subject to the procedure set out in the RAA as it relates to the enforcement of disputes, if they are brought to the Authority for resolution.

xi. Accessibility

Sectoral Providers shall ensure that vulnerable Consumers can obtain access to their services.

Sectoral Providers shall be required to notify Customers on this register prior to termination of service, as well as any relevant governmental agencies or other financial assistance agencies.

Sectoral Providers shall also be required to postpone termination of service for a reasonable period of time to any Customer if doing so would be dangerous to their health.

Sectoral Providers shall establish a priority services register of their Consumers who, due to their personal characteristics, (e.g. chronically sick, having an impairment, disability or long-term medical condition etc. or otherwise being in a vulnerable situation) may require priority services for the protection of their wellbeing.

Sectoral Providers are encouraged to ensure that their buildings are wheelchair accessible and their services are accessible for Customers who may have physical challenges (for example cannot walk or have difficulty walking). Sectoral providers would also be encouraged to ensure that all Contracts are available in audio for the sight impaired.

Electricity sector

The Authority is aware that there may be instances where persons may have certain characteristics which require them to rely on electrically powered devices for health reasons.

Duly, if a member of the household is a Consumer who has a medical condition where the disconnection of electric service would be especially dangerous to health, and has a medical certificate to this effect, Sectoral Providers would be required to retain or restore that Consumer's service for a period of 30 calendar days. Medical certifications would only be allowed to be used three times per household in a 12-month period and must be completed by a medical doctor. The Authority recognizes that the Sectoral Provider's services are not an alternative to emergency medical services. Should loss of services cause immediate threat to a Customer's wellbeing, the Customer should consider use of emergency medical services as necessary.

xii. Outages

Sectoral Providers are required to provide advance notice (via either post, gazetting, e-mail or phone calls) of planned outages to all affected Customers. In the event of unplanned outages, the sectoral providers best estimate on the restoration of services shall be provided to the Customer when contacted.

Electricity Sector

i. Right to refuse AMI Meters

Customers should have the right to refuse Advanced Metering Infrastructure ('AMI') meters for a reasonable fee not to exceed the additional expenses incurred for providing the services to read the meter.

Electronic Communications Sector

i. Switching

Sectoral Providers shall ensure that they are able to provide sufficient and accurate information on the process of switching providers to Consumers if requested.