



Telecommunications Consumer Protection Policy

**Regulatory Authority
Ministry of Information and Communication
Technology (ictQATAR)**

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Definitions

Advertising Guidelines means the 'Guidelines on Advertising, Marketing and Branding' issued by ictQATAR on April 4, 2011, and any subsequent amendments or revisions made to these guidelines.

Applicable Regulatory Framework has the meaning given to it in the Licences held by Service Providers for the relevant telecommunications service

By-Law means the Executive By-Law of the Telecommunications Law and any subsequent amendments or revisions.

Policy means this Consumer Protection Policy.

Complaint means an expression of dissatisfaction made by a Customer and received by a Service Provider related to:

- a. the Service Provider's provision of telecommunications services to that Customer; or
- b. the Service Provider's compliance with its legal obligations with respect to the Customer (including those imposed under the Law, the By-Law, this Policy and the Service Provider's Licence),

and where a response or resolution from the Service Provider would reasonably be expected.

Complaints Team has the meaning given to it in Article 94 of the By-Law

Commitment Period means the term of a contract, whether or not termination fees apply in that term.

Customer means any subscriber or user of telecommunications services, whether such services are acquired for the customer's own use or for resale.

Directory Information means the name and fixed telephone number of the Retail Customer, or a record that such information may not be supplied.

Directory Services means the provision of Directory Information by a Service Provider or other entity.

Dispute Resolution Service has the meaning given to it in the background to dispute resolution service in this Policy.

Draft Billing Guidelines means the 'Final Proposal for Telecommunications Billing Guidelines' issued by ictQATAR on January 25, 2009, and any subsequent amendments or revisions made to these guidelines.

Emergency Call Services has the meaning given to it in the Licence held by a Service Provider for the relevant telecommunications service. If a Service Provider does not possess a Licence for the relevant telecommunications service which defines Emergency Call Services, it means telecommunications access that is continuously available to users without restriction, by means of a

designated uniform telephone number, or any other measures stipulated by ictQATAR, permitting immediate contact with (a) the relevant public police, fire, ambulance and other public safety services for the State of Qatar or a particular locality; and (b) any other organization, as may be designated from time to time by ictQATAR as providing a vital service relating to the safety of life in emergencies.

General Secretariat has the meaning given to it in Article 1 of the Telecommunications Law.

ictQATAR The Supreme Council of Information and Communication Technology

Licence has the meaning given to it in Article 1 of the Telecommunications Law.

Licensee has the meaning given to it in Article 1 of the Telecommunications Law.

Mandatory Service has the meaning given to it in the Licence held by a Service Provider for the relevant telecommunications service.

Minimum Service Period means the minimum contracted period agreed to by a Customer for telecommunications services from a Service Provider, after which no fees are payable for the termination of the contract by the Customer.

Retail Customer means any Customer that acquires the relevant telecommunications service for his / her own use and does not include a reseller of that telecommunications service.

Retail Offer means a current, mass-market, retail telecommunications service that is available for consumer subscription and includes, without limitation, such offers as advertised.

Self-Certification has the meaning given to it in Article 58 of this Policy.

Service Provider has the meaning given to it in Article 1 of the Telecommunications Law.

Supreme Council has the meaning given to it in Article 1 of the Telecommunications Law.

Telecommunications has the meaning given to it in Article 1 of the Telecommunications Law.

Telecommunications Law means the Telecommunications Law issued by Decree Law No. (34) of 2006 and any subsequent amendments or revisions.

Written Complaints Code has the meaning given to it in Article 94 of the By-Law

Part 1 – General

Legal Effect

1. This Policy establishes the basis of consumer protection in Qatar in accordance with Article 48 of the Telecommunications Law.
2. This Policy is binding on Service Providers in accordance with Article 49 of the Telecommunications Law, which provides that:

Service Providers must comply with the rules, conditions, standards, and practices relating to the Consumer Protection Policy.
3. The Policy should be read in conjunction with related laws and regulations, including:
 - a. The Telecommunication Law;
 - b. The By-Law;
 - c. The Licences;
 - d. The Advertising Guidelines;
 - e. Qatar's eAccessibility Policy; and
 - f. Other decisions, orders or regulations issued by ictQATAR.
4. There are also other aspects of the Qatari legal framework that are relevant, including the Consumer Protection Law No. (8) of 2008, the Protection of Competition Law No (19) of 2006, and e-Commerce Law No(16) of 2010
5. This Policy is issued without prejudice to other applicable laws and regulations in the State of Qatar, particularly the above referenced laws and other laws and regulations related to consumer protection. The core objective of the Policy is to regulate consumer protection activities within the ambit of communications and information technology.
6. In the event of any inconsistency with the Telecommunication Law, the Telecommunication Law will prevail.
7. To be comprehensive, this Policy includes cross-references and paraphrased summaries of consumer protection provisions contained in other laws and regulatory instruments, including the Telecommunications Law, the By-Law, the Advertising Guidelines and the Licences (summarized in text boxes below). These are not intended to be exhaustive and the inclusion or omission of cross-referenced provisions does not affect the application or enforcement of the cross-referenced provisions.
8. The headings used in this Policy and text contained in the background sections have no legal effect.

Objectives of the Policy

9. The objectives of this Policy are:
 - a. To ensure that consumers can make informed purchasing decisions with confidence,
 - b. That the services they purchase are fit-for-purpose,
 - c. That they have an effective remedy if something goes wrong, and
 - d. That their interests are protected by the regulatory regime in Qatar.

Scope of the Policy

10. This Policy implements a key area of telecommunications consumer protection policy and puts in place a framework based upon:
 - a. a core set of consumer protection rules that are binding on Service Providers and which protect and further the interests of Customers in their dealings with Service Providers (Part 2);
 - b. a Dispute Resolution System that enables Customers to seek redress from an entity that is independent of Service Providers (Part 3);
 - c. a system that enables ictQATAR to see trends in compliance and take enforcement action against individual Service Providers where appropriate (Part 4); and
 - d. regular monitoring and reporting of important industry statistics and service quality measures that enables ictQATAR to monitor and amend the regulatory framework as appropriate (Part 5).
11. The Consumer Protection rules in this Policy cover the following areas:
 - a. Advertising activity;
 - b. Sales activity;
 - c. Information transparency;
 - d. Minimum contractual requirements;
 - e. Billing;
 - f. Fit-for-purpose services;
 - g. Internal complaints procedures;
 - h. Disconnection of Customers;
 - i. Customer transfers;
 - j. Access to emergency services;
 - k. Access to directory services;

- l. Customers with disabilities;
- m. Privacy protections; and
- n. Access to Customer premises

Commencement Date

12. The new obligations within this Policy will come into force three months following public notification by ictQATAR. The existing obligations that are cross-referenced in the Policy are already in effect.

Part 2 – Consumer Protection Rules

Advertising Activity

Background

The Advertising Guidelines include requirements that a Service Provider shall:

- a. Not make misleading representations in advertising or promotions;
- b. Ensure Customers are not misled about who is actually providing the telecommunications products and services;
- c. Ensure content about its products and services is truthful, accurate and not misleading or confusing to a reasonable Customer;
- d. Be liable for breaches of the Licence by a third party provider; and
- e. Adhere to the following general principles of behaviour with respect to advertising and promotional activity, including that the Service Provider shall:
 - i. be honest and truthful;
 - ii. clearly disclose all necessary information to the customer before, during, and after the point of sale;
 - iii. not take advantage of a customer's lack of experience or knowledge;
 - iv. not unfairly criticize, discredit or denigrate a competitor or its services;
 - v. not create an unfair advantage through comparisons with other competitors or their products;
 - vi. be clear on who is offering what in joint advertising;
 - vii. ensure that "free" means free;
 - viii. ensure that "fine print" does not contradict, materially qualify or otherwise alter the basis of the marketing communication or practice;
 - ix. ensure that any use of statistics or results from research in any advertising quotes the source of the study, or produce the methodology and results;
 - x. not use technical jargon that may confuse or mislead; and
 - xi. not go outside the law or encourage others to do so.

13. The Advertising Guidelines and any changes to those Guidelines form part of this Policy. Service Providers must comply with the rules, conditions, standards, and practices set out in the Advertising Guidelines.

14. As per The Licences, a Service Provider is liable for the actions of agents, such as third party sellers.

Sales Activity

Background

Article 90 of the By-Law provides that a Service Provider shall not make any false or misleading claim or suggestion regarding the availability, price or quality of its telecommunications services or equipment; or the telecommunications services or equipment of another Service Provider.

Information Transparency

Background

Article 51 of the Telecommunications Law provides that a Service Provider must provide a Customer, before the Customer subscribes to the service or incurs any commercial obligation to the Service Provider, with the terms of the service and all tariffs, rates and costs applicable to any telecommunications service.

Article 97 of the By-Law provides that a Service Provider shall publish on its website:

- a. The current version of any terms or service;
- b. Its tariffs, rates and charges for equipment or services, including all approved tariffs and proposed tariff changes which have been filed with the General Secretariat in accordance with Article 55 of the By-Law;
- c. Contact information for the Regulatory Authority of ictQATAR, along with information that the Service Provider is regulated by law and that a Customer (and other Service Providers) may take unresolved disputes to ictQATAR; and
- d. A user-friendly navigation system that allows a Customer to easily locate this information.

Article 98 of the By-Law provides that a Service Provider shall maintain paper copies of the information described above at its business offices, and this information shall be available for public inspection free of charge during normal business hours.

Article 99 of the By-Law provides that if required by an order of the General Secretariat, a Service Provider shall include the information described above in the introductory pages to every telephone directory published by it or on its behalf; and a Service Provider shall provide upon request and at a reasonable charge, paper copies of its terms of service and all applicable tariffs, rates and charges to any Customer who requests them.

15. All information made available to consumers about a Telecommunications service (including but not limited to information on a website or in promotional material) shall be:

- a. accurate; and

- b. updated as soon as practical, following any changes to the terms of the service.
16. In accordance with the draft Retail Tariff Instruction, Service Providers must give Retail Customers at least one chargeable period's notice in advance of increases in recurring charges, i.e. at least one month's notice in advance in case of a monthly recurring charge.
 17. A Service Provider is obliged to publish any increase in price in one local Arabic newspaper and one local English newspaper. For mobile subscribers any price increases must also be announced via SMS/USSD.
 18. Service Providers are required to:
 - (a) At the point of sale:
 - (i) Explain how a credit limit applies and its effect; and
 - (ii) Explicitly agree a credit limit with the Retail Customer;
 - (b) Monitor and adhere to the Retail Customer's agreed credit limit and its utilisation;
 - (c) Notify Retail Customers when they have utilised 80 and 100 per cent of their credit limit and state the remaining credit amount; and
 - (d) Suspend all services of the Retail Customer once the agreed credit limit is reached. Reconnection of services may only be done once the bill has been settled. Or Retail Customers may be provided the option to temporarily increase their credit limit subject to agreeing the matter with the Service Provider. A Service Provider will need the express consent of a Retail Customer when adjusting such credit limit.
 19. If a Service Provider provides telecommunications equipment to a Retail Customer, it must provide the Retail Customer with information about its returns policy.
 20. If a Service Provider requires a security deposit from a Retail Customer, the Service Provider must provide the Retail Customer with information about its terms, including the circumstances in which the deposit may be forfeited or repaid.

Minimum Contractual Requirements

Background

Article 96 of the By-Law provides that:

- a. The General Secretariat may require a Service Provider to submit draft terms of service to it for approval, and may prescribe a timetable for review, approval and implementation of the terms of service.
- b. Terms of service shall describe the basic terms of the relationship between the Service Provider and its Customers in respect to the provision and use of telecommunications services.
- c. The General Secretariat shall approve draft terms of service, and may make changes that it deems appropriate.
- d. Approved terms of service will replace existing terms used by a Service Provider.
- e. The General Secretariat may issue an order discontinuing the requirement for draft terms of service to be submitted for approval, if it determines that prior approval is no longer required to protect the interests of customers.

Article 92 of the By-Law contains requirements about the collection and use of customer information. It requires that a Service Provider discloses the purposes for which a customer's information is being collected either at the time it is collected or before it is collected, It also requires that information may not be disclosed about the customer without their consent.

Clear Contractual Terms

21. All contracts between a Service Provider and Retail Customers for the provision of telecommunications services shall specify the following minimum requirements in a clear, easily understandable and easily accessible form, in English and Arabic, depending on the Retail Customer's preference:
- a. a description of the service to be provided;
 - b. a description of the Commitment Period and the Minimum Service Period (if any) and any minimum notice period to be given by the Retail Customer prior to terminating the contract outside this term;
 - c. the cost of the service, including:
 - i. any recurring charges;
 - ii. call tariffs; and
 - iii. one-off charges;
 - d. a description of the circumstances in which the Customer may be disconnected by the Service Provider, including in accordance with The Licences, Article 94 of the By-Law or Article 33 of this Policy;

- e. any charges that apply upon termination of the contract (within or outside the Minimum Service Period);
 - f. details of the minimum service quality standards for the service and any applicable compensation arrangements which will apply if quality service levels are not met;
 - g. a description of the Service Provider's Written Complaints Code and the Dispute Resolution Service, including details of how a Customer may lodge a complaint;
 - h. a clause stating the payment terms;
 - i. a clause stating the terms associated with the period of time between issue of the bill and payment; and
 - j. whether or not access to Emergency Call Services is provided.
22. All contracts between a Customer and a Service Provider shall specify the purposes for which the Customer's information may be used and shall provide the ability for a Customer to opt-out of providing their information for any of the stated purposes.

Protecting against anti-competitive customer lock-in

23. Contractual terms shall not act as a disincentive for Retail Customers who may want to change their Service Provider. Contracts between a Service Provider and Retail Customers for the provision of telecommunications services shall not:
- a. include terms to the effect that at the end of a Retail Customer's Commitment Period, that contract can be automatically renewed for a further Commitment Period without the Service Provider first obtaining that Retail Customer's express consent; or
 - b. enable the Service Provider to impose a charge on a Retail Customer for termination of a contract within the Minimum Service Period if that charge is disproportionate in relation to the payments still to be paid by the Retail Customer for the remainder of the Commitment Period.
24. A Service Provider shall:
- a. give a Retail Customer at least 21 days written notice, or such other notice as specified by ictQATAR, of any contractual or designed service changes that are likely to:
 - i. substantially reduce the benefit of the contract or service to the Retail Customer;
 - ii. substantially increase the burden of the Retail Customer under the contract or service; or

- iii. in relation to the Retail Customer, make the benefit or burden of the contract or service substantially different from that previously represented or contracted for;
- b. allow a Retail Customer to withdraw from the contract without penalty upon receipt of such notice; and
- c. at the same time as giving notice in (a) above, inform the Retail Customer of the Retail Customer's ability to terminate the contract without penalty if the proposed change is not acceptable to the Retail Customer.

Billing

Accurate and Clear Billing

Background

According to Article 51 of the Telecommunications Law and Article 87 of the By-Law a Customer shall not be liable to pay any fee for services or equipment that the Customer has not ordered and a Service Provider shall not charge a Customer except for the specified fee.

Annex E of the Licences (fixed and mobile) provides that a Service Provider shall comply with quality standards with respect to the number of complaints about billing accuracy and time taken to resolve such complaints, and shall provide regular compliance reports to the General Secretariat.

The Draft Billing Guidelines, referred to while preparing this Policy, include content and format requirements that are consistent with those in this Policy.

25. A Service Provider shall not render any bill to a Retail Customer in regard to the provision of any telecommunications service or equipment, unless every amount stated in that bill represents and does not exceed the true extent of any such service or equipment actually provided to the Retail Customer.
26. A Service Provider offering a direct debit facility must ensure that its Retail Customers can on request verify all charges and direct debit authorisation details.

Content, Format and Provision of Bills

Background

Article 87 of the By-Law states that a Service Provider shall provide Customers with invoices:

1. at least once every three months and at no charge;
2. in paper form, or in electronic form if the Customer consents;
3. that are in a plain, simple and easy-to-understand format; and
4. that provide accurate information on the services provided, the amounts due for each service and the method of calculation or tariffs for any service on which invoices are based, on the length of calls or other measure of usage.

The Licences provides that (unless agreed otherwise in writing with a Retail Customer), within 20 days following the end of each billing period, the licensee will provide free of charge to its residential or single-line business Retail Customers (other than pre-paid Customers) an itemized bill in a format that is clear, legible and easily understood, for any and all services provided by the licensee in the billing period.

27. A bill shall:

- a. be issued in either Arabic or English depending on the Retail Customer's preference;
- b. acknowledge payments made on the previous bill; and
- c. state when non-payment may result in disconnection.

28. A Service Provider must provide electronic notification to any Retail Customer subscribed to a plan with a set included value (such as an allowance for calls, SMS, or data), when the Retail Customer reaches 80% and 100% of the monthly expenditure or allowance permitted under that plan. Such notification must:

- a. be provided within 48 hours of reaching the allowance;
- b. be provided electronically, by email or SMS; and
- c. clearly inform the Retail Customer that the limit of the relevant allowance has been reached and the implications for continued use of the service (including charges that would now apply or will apply to future usage).

Retention of Billing Records

Background

Article 88 of the By-Law provides that a Service Provider shall retain accurate records of all billing for a period of at least twelve months from the relevant billing date, and shall make them available to the General Secretariat upon request.

The Licences include a requirement that the licensee shall provide and complete responses on a timely basis to all information requests issued by ictQATAR.

29. If a Retail Customer has opted to receive electronic bills, then a Service Provider shall ensure that electronic bills are accessible by that Retail Customer on request, and for at least the preceding twelve months.

Fit-for-Purpose Services

Background

Article 101 of the By-Law provides that the General Secretariat shall set minimum quality of service standards and may have them amended by following consultation with the related Service Providers.

Annex E of the Licences requires that a licensee shall comply with the relevant quality of service obligations set out in the Licences for relevant services provided to Retail Customers. The licensee shall provide a compliance report to ictQATAR certifying its performance against the relevant quality of service performance obligations.

Article 102 of the By-Law and Annex E of the Licences provide that a failure to meet relevant quality or service standards may result in the imposition of fines, penalties, refunds, or other remedies.

30. A Service Provider shall take all necessary measures to ensure that:
- a. a Retail Customer utilizing their telecommunications service can call any active telephone number (or short-code) in the State of Qatar (whether owned or hosted by that Service Provider or not), and
 - b. any active telephone number (or short-code) they own or host shall be able to be called by any end user (whether that end user is their Retail Customer or not).

Internal Complaints Procedures

Background

Article 94 of the By-Law provides that a Service Provider shall:

- a. Identify a person or group of persons who shall receive complaints from Retail Customers (“Complaints Team”);
- b. Include information on how to contact the Complaints Team on all written communications sent to customers and also on a Service Provider’s website; and
- c. Have documented procedures for handling complaints from Retail Customers, which are subject to the approval of the General Secretariat (“a Written Complaints Code”).

31. A Service Provider’s Written Complaints Code shall:

- a. be concise, easy to understand, and only contain information about the Service Provider’s procedure for handling complaints;
- b. at least include the following information:
 - i. the process for making a complaint;
 - ii. the steps that the Service Provider will take with a view to resolving the complaint, including timeframes in which the Service Provider will endeavor to resolve the complaint or will notify the Retail Customer regarding progress towards resolving the complaint;
 - iii. the contact details by which a complaint can be made, including a phone number, email address, and postal address for making contact with the Complaints Team;
 - iv. the contact details about the availability of the Dispute Resolution Service, including information about when a Retail Customer can access the Dispute Resolution Service; and
 - v. the expected response times for all methods of making a complaint.
- c. be easily accessible on a Service Provider’s website and, on request, be provided free of charge in paper format to a Retail Customer.

32. A Service Provider’s complaints handling procedures must be sufficiently accessible to enable Retail Customers with disabilities to lodge and progress a complaint.

33. A Service Provider’s Complaints Team must be reasonably accessible by telephone. To that end, a Service Provider must monitor average response times experienced by Retail Customers when communicating with its call centre staff.

34. A Service Provider must resolve complaints from Retail Customers in a fair and timely manner.
35. Following a Complaint being made, a Service Provider must:
- a. acknowledge receipt of all valid Complaints to the Retail Customer:
 - i. immediately where the Complaint is made in person or by telephone; and
 - ii. within two working days of receipt where the Complaint is made by email, post or other method;
 - b. register the Complaint on their internal information systems in a manner that enables them to monitor the on-going status of the Complaint; and
 - c. provide the Retail Customer with a unique reference number for that Complaint, which facilitates the Retail Customer easily making subsequent enquiries.
36. Without limiting the liability or responsibility of Service Providers to their Customers, a Service Provider shall provide a refund to Retail Customers where:
- a. a Service Provider does not meet their contractual obligations to a Retail Customer;
 - b. a Retail Customer has paid for services that were not provided by the Service Provider or had not been requested by the Retail Customer; or
 - c. the product or service is not fit for the purpose it was designed to achieve; or
 - d. the quality of the service delivered by the Service Provider falls materially short of what would reasonably be expected,

except to the extent that any loss exceeds the total amount paid by the Retail Customer to the Service Provider over the period to which the Complaint relates or was caused by:

- a. a person (including the Retail Customer) other than the Service Provider; or
- b. an event outside the reasonable control of the Service Provider, including a force majeure event.

Disconnection of Customers

Background

The Licences provide that a Service Provider may not suspend, cancel, withdraw or disrupt the provision of any type of Mandatory Service from any class or group of Retail Customers without the prior approval of ictQATAR, except in a narrow range of circumstances (including scheduled mandatory or essential test procedures or repair or upgrade works of limited duration, or in the case of force majeure). Service Providers are not required by the Licences to notify ictQATAR of individual disconnections – Section 10 is aimed at preventing widespread disruptions, A Service Provider must provide ictQATAR with at least 60 days' prior written notice of any widespread disruption and shall comply with any provisions established by ictQATAR, including giving sufficient notice to affected customers.

The Licences also provide that in the event of disruption of any Mandatory Service due to force majeure a Service Provider shall promptly inform ictQATAR and affected customers and work to ensure the service is restored as soon as is practically possible.

Article 94 of the By-Law provides that a Service Provider shall not disconnect or change the telecommunications services being provided to a customer that are the subject of a complaint or dispute, other than in accordance with the terms of service approved by the General Secretariat (pursuant to Article 96 of the By-Law) or as permitted by an order made by the General Secretariat.

37. Where a Retail Customer has not paid the Service Provider all or part of a bill for telecommunications services, any measures taken by the Service Provider to effect payment or disconnection shall:
- a. be proportionate and not unduly discriminatory;
 - b. give reasonable notice to the Retail Customer prior to any consequent service interruption or disconnection (of at least two days' notice);
 - c. except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the service concerned;
 - d. not disconnect a service if there is an on-going Complaint about disputed charges, and the Service Provider must inform the Retail Customer of this; and
 - e. not disconnect a service to a Retail Customer in relation to non-payment of a bill before the date notified on that bill in accordance with Article 27.

Customer Transfers

Background

Article 87 of the By-Law provides that a Service Provider shall not transfer or attempt to transfer Customers (and shall not charge Customers for services) except in accordance with Customer orders, agreed service terms or other written customer directions.

Access to Emergency Services

Background

The Licences provide that a Service Provider is required to ensure a Customer can access Emergency Call Services at no cost.

Article 59 of the Telecommunications Law makes it obligatory for Service Providers to comply with Orders and Instructions issued regarding the development of network or service functionality to meet security and general emergency requirements.

38. The General Secretariat may, if it considers it to be consistent with the objectives of the Telecommunications Law (as set out in Article 2 of the Telecommunications Law), issue regulations, rules or orders requiring Service Providers to make accurate and real-time caller location information for all calls made through Emergency Call Services available to the organization(s) receiving the call.
39. The disclosure of caller location information in accordance with any regulations, rules, or orders issued pursuant to Article 38 above shall be a lawful disclosure of information in accordance with Article 52 of the Telecommunications Law, Article 92 of the By-Law, The Licences and any other restriction on the use and disclosure of confidential information.
40. Regulations, rules or orders issued pursuant to Article 38 above shall form part of this Policy.

Access to Directory Services

Background

Article 50 of the Telecommunications Law states that ictQATAR may set the rules regulating “the provision of telephone Directory Services, in promoting products and goods” in the Consumer Protection Policy.

Article (52) of the Telecommunications Law and Article (92) of the By-Law provide for Protection of Customer Information and require that the purposes for which Customer Information is collected by a Service Provider shall be identified at or before collection, and a Service Provider shall not, except as permitted or required by law, or with the consent of the person to whom the information relates, collect, use, maintain or disclose Customer Information for undisclosed or unauthorised purposes.

Article 100 of the By-Law provides that the General Secretariat may issue regulations, rules or orders requiring Service Providers to provide Customers with a telephone directory and access to Directory Services, and that a Service Provider shall, in accordance with regulations, rules or orders issued by the General Secretariat:

- Provide customers with a telephone directory;
- Provide customers with access to Directory Services; and
- Exchange and compile Customer Information as required to facilitate the production of telephone directories or the provision of Directory Services.

41. With the exception of Retail Customers who have chosen not to have access to Directory Services, a Service Provider shall ensure that any Retail Customer can access Directory Services containing Directory Information on all end users in Qatar who have been assigned a fixed telephone number by their Service Provider (excluding those who have exercised their right to have their Directory Information removed).

42. A Retail Customer has the right to:

- a. opt-out of appearing in a directory at the time of entering a contract;
- b. have some or all of their Directory Information withheld at any time by making such a request to their Service Provider; and
- c. be told what information about that Retail Customer a Service Provider would or does make, or has made, available through Directory Services.

Customers with Disabilities

Background

Qatar's eAccessibility Policy places a range of obligations on Service Providers in relation to services for persons with disabilities including the provision of accessible handsets and user interfaces, an accessible public payphone service, accessible telecommunications services, and accessible emergency services.

MADA is responsible for ensuring and monitoring compliance with these provisions.

43. A Service Provider shall make available, free of charge and in a format reasonably acceptable to a Retail Customer who is visually impaired (examples of an acceptable format may include the document being in large-print, in Braille or in an audio format), upon their request:
 - a. any contract with that Retail Customer for the provision of telecommunications services;
 - b. any bill rendered in respect of those services; and
 - c. any other communication between the Service Provider and the Retail Customer.
44. A Service Provider shall include information about the availability of information in the formats referenced in Article 39 above on an easily accessible part of their websites, and shall offer the service to consumers in situations when they are aware the consumer has a relevant disability.
45. A Service Provider shall ensure that, free of charge, a Retail Customer is able to nominate (or rescind the nomination of) an individual who may engage with the Service Provider in respect of the Retail Customer's account, including:
 - a. receiving that Retail Customer's telephone bill;
 - b. paying that Retail Customer's bill on their behalf;
 - c. setting a limit on the total amount that can be billed in a month or agreed period; and
 - d. making enquires about the Retail Customer's account on behalf of the Retail Customer.
46. For the avoidance of doubt, the nominated individual referred to in Article 45 shall not be required to enter into a contract with the Service Provider and shall not be held legally liable by the Service Provider for their actions.
47. The General Secretariat may, if it considers it to be consistent with the objectives of the Telecommunications Law (as set out in Article 2 of the Telecommunications Law) issue regulations, rules or orders establishing a

relay system whereby Retail Customers with disabilities can receive assistance in utilizing their telecommunications services.

48. Regulations, rules, or orders issued pursuant to Article 43 above shall form part of this Policy.

Privacy Protections

Background

Article 52 of the Telecommunications Law includes requirements that:

- a. A Service Provider shall be responsible for protecting information it holds relating to its Customers and their communications, and must not collect, use, retain or advertise any Customer Information unless the Customer's approval is obtained or as permitted by law.
- b. Service Providers must ensure that all the information submitted is accurate, complete and valid for use.
- c. Customers shall have the right to require that any of their information be corrected or removed.
- d. Article 52 shall not prohibit the lawful access by competent authorities of any confidential information or communications relating to Customers.

Articles 91 and 92 of the By-Law include requirements that a Service Provider:

- a. Shall take all reasonable steps to ensure the confidentiality of Customer communications, and shall not intercept, monitor or alter the content of a Customer communication, except with the explicit consent of the Customer or as permitted or required by applicable laws of Qatar;
- b. Shall identify the purposes for which Customer Information is collected at or before collection and shall not, unless permitted or required by law or with the consent of the person to whom the information relates, collect, use, maintain or disclose Customer Information for undisclosed or unauthorized purposes;
- c. Shall be responsible for any Customer Information and Customer communications records which are under its control or in its custody or those of its agents;
- d. Shall ensure that Customer Information and communications records are protected by security and technical safeguards that are appropriate to their sensitivity;
- e. Shall not disclose Customer Information to any person without the Customer's consent unless disclosure is lawfully required or permitted by the General Secretariat;
- f. Shall retain and use all Customer-specific information only for purposes specifically set out in the Service Provider's terms, or in accordance with rules or orders made by the General Secretariat or in accordance with applicable laws;

and

- g. Shall ensure that Customers' Information is accurate, complete and updated regularly for the purposes for which it is to be used.

The Licences restrict the treatment of Customer communications and data by a Service Provider.

Access to Customer Premises

Background

Article (53) of the Telecommunications Law defines "Access Procedures" permitting ictQATAR to set the "rules necessary for facilitating access to private and public property".

Article 104 of the By-Law provides that a Service Provider has the right to enter a Customer's premises or property for the purposes of installation, operation, maintenance and repair of all telecommunications facilities that are owned or provided by the Service Provider. This right of entry is subject to:

- a. The Service Provider giving the Customer a notice and receiving the consent of the Customer.
- b. The Service Provider dispatching identified and qualified personnel.

- 49. A Service Provider may only enter a Retail Customer's premises or property with the consent of the Retail Customer and:
 - a. that consent must be obtained in writing;
 - b. that authorization must be retained and shown upon request to occupants of the premises or property.
- 50. As a condition of access to a premises or property, a Service Provider must:
 - a. only enter the premises or property and undertake activity that the Retail Customer has consented to;
 - b. return the premises or property to the pre-existing condition, or as is close to original condition as reasonably expected in the circumstances; and
 - c. make 'best efforts' to minimize Retail Customer inconvenience, including keeping to appointment times.

Part 3 – Dispute Resolution

Dispute Resolution Service

Background

Article 61 of the Telecommunications Law provides that the General Secretariat shall resolve disputes between Service Providers and others and the decision of the General Secretariat shall be final and binding.

Article 61 of the Telecommunications Law provides that a suit regarding the dispute shall not be accepted as initiated unless a decision is issued by the General Secretariat or 60 days from the date of the submission to the General Secretariat have lapsed, whichever is earlier.

Article 105 of the By-Law allows the General Secretariat to issue orders relating to Service Provider liability, Customer refunds and damages associated with the provision of services.

Article 122 of the By-Law provides for the General Secretariat to issue regulations, rules, orders and notices related to dispute resolution.

Article 124 of the By-Law provides that where, following use of a Service Provider's internal complaints procedures, a Retail Customer is unable to resolve a complaint with that Service Provider, either party may request the assistance of the General Secretariat to resolve the dispute ("the Dispute Resolution Service").

Under Article 124 of the By-Law the General Secretariat may take any of the following measures:

1. Assign members of its staff or an expert consultant to attempt to resolve the dispute;
2. Issue a decision to resolve the dispute and the decision shall be binding;
3. Take such other action as it deems appropriate; and
4. Direct the parties to refer the dispute to the competent Court.

Article 97 of the By-Law provides that a Service Provider shall publish on its website that Customers may contact the General Secretariat if they are unable to resolve a dispute with a Service Provider.

Article 125 of the By-Law allows for any costs incurred by the General Secretariat in relation to a dispute to be recovered from the parties to the dispute.

51. The Dispute Resolution Service can investigate and, where appropriate, require a remedy to be made available with respect to all unresolved Complaints about a Service Provider and their service, except where the Complaint:
 - a. is already before the courts or some other relevant body;
 - b. is vexatious;

- c. is about the commercial decisions made by a Service Provider about whether they will provide a particular product or service or the terms on which they will make it available to the public;
- d. is about the content of telecommunications services (e.g. calls, emails, SMS, or any other type of message) or internet sites; or
- e. relates to employment and staff issues within a Service Provider;
- f. concerns hardware or equipment that has not been supplied by the Service Provider; or
- g. is about a matter or issue that the General Secretariat does not think appropriate to investigate.

52. The Dispute Resolution Service:

- a. may only accept an application where the Complaint remains unresolved 30 calendar days after first being made to the Service Provider, where the Retail Customer is dissatisfied with the resolution offered by the Service Provider; where the Dispute Resolution Service considers the case to be urgent; or where the Complaint relates to an unauthorized disconnection or is a case of special need;
- b. has absolute discretion to decide whether a complaint is within the jurisdiction of the Dispute Resolution Service;
- c. will act in good faith throughout the investigation and towards all parties in the dispute; and
- d. can accept a complaint made by a nominee of the Retail Customer, who is authorized to act on behalf of the Retail Customer.

53. If the General Secretariat determines that a remedy is appropriate, the General Secretariat may, taking into account all relevant circumstances, require the Service Provider to provide the Retail Customer with one or more of the following:

- a. an apology, which may be public or made privately to the Retail Customer;
- b. an explanation as to what went wrong, which may be public or made privately to the Retail Customer;
- c. practical action to correct the problem and prevent future occurrences; and/or
- d. a financial award, which may include a refund and/or compensation.

54. The Dispute Resolution Service will be accessible free of charge to the Retail Customer.

Part 4 – Policy Compliance

55. A Service Provider will observe the following to ensure compliance with Part 2 of this Policy:
- a. develop appropriate compliance policy and procedures;
 - b. develop appropriate procedures or programs to educate employees of Policy compliance issues;
 - c. analyse Complaints made to it to identify and prevent the occurrence of Complaints arising from systemic issues; and
 - d. where relevant, ensure that the Policy (and any internal procedures or programs) is provided to third parties who are working with or on behalf of the Service Provider in the provision of telecommunications services.
56. A breach of this Policy may be addressed in two ways:
- a. A Retail Customer who has been adversely affected by a Service Provider's non-compliance with Part 2 of this Policy may make a complaint against that Service Provider, initially through the Service Provider's internal complaints procedures and, if not resolved, through the Dispute Resolution Service.
 - b. ictQATAR may exercise its formal enforcement powers against a Service Provider for breaches of any provisions of this Policy, ensuring that a Service Provider is notified and given an opportunity to remedy any breach prior to ictQATAR taking enforcement action.
57. When considering use of its formal enforcement powers under the preceding Article, without limiting its legal powers or discretion, ictQATAR will consider utilizing an escalating enforcement regime based on:
- a. public notification that a Service Provider is likely to be in breach of the Policy. This step is intended to provide notification to the public of the failure of the Service Provider to meet its obligations, and the need for a rapid remedy of the situation by the Service Provider;
 - b. binding directives that should be taken by a Service Provider to ensure compliance with the Policy;
 - c. provision of refunds and/or compensation to a class of Retail Customers;
 - d. requiring a Service Provider to post a good behaviour bond; or
 - e. other penalties permitted under the Applicable Regulatory Framework.

Self-monitoring of compliance

58. A Service Provider must annually certify its compliance with this Policy to the General Secretariat ("Self Certification"), in writing and before the date that is 10 working days following 31 December stating that:

- a. it was compliant with this Policy at all times from the date of the previous Self Certification;
 - b. it is compliant as at the date on which the Self Certification is made; and
 - c. to the best of its knowledge and belief it will be compliant with the Policy for the following 12 months.
59. If a Service Provider is unable to complete Self Certification by that date, it must submit in writing to General Secretariat within 10 working days of the year ending 31 December, a report:
- a. identifying the provision(s) of the Policy for which it is unable to self-certify in the relevant timeframe;
 - b. giving reasons for being unable to self-certify; and
 - c. outlining what action the Service Provider is taking to remedy the situation and the expected date by which Self Certification will be completed.

Enforcement and Penalties

Background

Article 49 of the Telecommunications Law provides that Service Providers must comply with the rules, conditions, standards and practices relating to the consumer protection policy.

Article 70 of the Telecommunications Law provides that any person who violates any rules of the last paragraph of Article 49 (as set out above) of the Telecommunications Law shall be punished with imprisonment for a period not exceeding two years and/or with a fine not exceeding one hundred thousand Qatari Riyals.

The Licences provide that in conducting its business, the licensee shall comply with the applicable regulatory framework, which as defined in the Licences, includes all decisions and regulations issued by ictQATAR including those governing consumer protection.

The Licences provides that a failure to comply with any terms of the provisions of the applicable regulatory framework shall be a breach of the Licences.

The Licences set out ictQATAR's enforcement powers.

The Licences provide that if the licensee fails to comply with an enforcement order of ictQATAR, the licensee shall be subject to the penalties and sanctions permissible under the applicable regulatory framework.

Article 67 of the Law provides that any person who violates any term of a licence shall be punished by imprisonment for a period not exceeding one year and with a fine not exceeding one million Qatari Riyals.

Other potential penalties for non-compliance with this Policy include:

- a. Article 12 of the Telecommunications Law allows the Board (with respect to individual licences) and the Secretary-General and now The Minister of Information & Communication Technology (with respect to class licences) to amend, suspend, revoke or refuse to renew a licence for repeated violations of

the Law, the By-Law or regulations, decisions and orders issued pursuant to the Law or any conditions of the licence. Article 72 of the Telecommunications Law defines “repeated” as committing an offence within three years from the date of the fulfilment of the previous penalty.

- b. The Licences allow ictQATAR to amend, suspend or revoke the licence in accordance with the applicable regulatory framework. The Licences may be revised by ictQATAR from time to time as necessary to bring its terms into conformity with the applicable regulatory framework.
- c. Article 63 of the Telecommunications Law allows employees of ictQATAR (that are vested with powers of judicial seizure by the Attorney-General with the agreement of the Chairman of the Board) to seize and prove offences that violate the rules of the Law. These employees may:
 - i. Enter related premises;
 - ii. Access records and documents;
 - iii. Inspect equipment, telecommunications systems and any other related thing; and
 - iv. Request data or clarifications as they deem necessary, and similar powers apply under The Licences.
- d. The Licences provide that if ictQATAR has determined (in its sole discretion) that:
 - i. the licensee is contravening or has contravened a material provision of the licence or the applicable regulatory framework (which includes the Policy);
 - ii. there is a reasonable likelihood that the licensee will engage in repeated violations of the same, irrespective of the imposition of penalties or sanctions; and
 - iii. the cumulative effect of these violations will be to impede the introduction, development or maintenance of effective competition in the telecommunications sector,

ictQATAR may, after consultation with the licensee and interested parties and full consideration of all the relevant evidence, amend the licence to require the structural, operational or organizational separation of the licensee’s business activities.

Part 5 – Monitoring and Review

Background

As per Article 49 of the Telecommunications Law, the General Secretariat shall:

- a. Monitor the terms of service between Service Providers and consumers;
- b. Determine and develop the applicable quality of service standards;
- c. Follow-up and prevent abusive and misleading commercial practices;
- d. Ensure that there are effective procedures for the resolution of consumers' disputes; and
- e. Review the state of competition in any telecommunications services markets determined in the State and the Consumer Protection Policy and all related regulations and update them to reflect the state of competition in such markets for the purpose of relying on market forces to safeguard the interests of consumers.

60. The General Secretariat can also:

- a. undertake and publish market research on the views of consumers with respect to telecommunications markets;
- b. gather and publish key industry statistics likely to be of interest to consumers, including complaint volumes against Service Providers; and
- c. publish in an easily accessible format the performance of Service Providers against key service quality metrics.

Review of the Policy

61. The General Secretariat will review the Policy to determine whether its content and scope remain appropriate, not less than every two years from the date at which it comes into force.
62. The General Secretariat may amend the Policy at any time, which shall be preceded by consultation with industry participants, consumer organizations, and other relevant stakeholders.
63. Amendments to this Policy by the General Secretariat shall be promptly publicly notified by the General Secretariat, and an up-to-date version of the amended Policy shall promptly be made publicly available by the General Secretariat free of charge.

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