

Draft Retail Tariff Instruction (“RTI”)

Consultation Document

Deadline for responses: August 31, 2025

CRARAC 2025/07/09

July 09, 2025

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1 Introduction

1.1 Background

1. In keeping with an open and transparent regulatory process, the Communications Regulatory Authority (“**CRA**”) is consulting on a draft revision of the Decision of the President of the CRA No. (3) of 2018 issuing the Retail Tariff Instruction dated November 15, 2018 (ref. CRARAC 2018/11/15).
2. The Retail Tariff Instruction (“**RTI**”) is being reviewed considering international best practice and the experience accumulated by the CRA in the process of Retail Tariff regulation and since its entry into force on January 1, 2019.
3. The RTI applies to individually licensed Service Providers (“**SPs**” or “**Stakeholders**”) who offer Telecommunication Services to the public, both Dominant Service Providers (“**DSP**”) and non - Dominant Service Providers (“**non-DSPs**”).
4. The RTI sets out rules, procedures, and requirements for Retail Offers of Licensees under the Applicable Regulatory Framework (“**ARF**”).
5. Please find enclosed in the Annexes of this Consultation Document:
 - 5.1 Annex 1 - The Decision of the President of the CRA No. (3) of 2018 issuing the Retail Tariff Instruction” dated November 15, 2018 (ref. CRARAC 2018/11/15) (enclosed for your convenience).
 - 5.2 Annex 2 - Draft Retail Tariff Instruction (“RTI”) 2025 – Clean Version
 - 5.3 Annex 3 - Draft Retail Tariff Instruction (“RTI”) 2025 – Track Changes Version (enclosed for your convenience).
 - 5.4 Stakeholders and other interested parties are invited to provide properly justified and specific comments on the content contain in *Annex 2 Draft Retail Tariff Instruction (“RTI”) 2025 – Clean Version* and the questions in Section 3 of this Consultation Document to the CRA, according to the procedures set out in Section entitled “*Instructions for responding to this Consultation Document*.”
6. If any discrepancies between the Clean Version of the Draft Retail Tariff Instruction (“RTI”) 2025 in Annex 2 and the Track Changes Version of the Daft Retail Tariff Instruction (“RTI”) 2025 in Annex 3 exist, then the Clean Version of the Draft Retail Tariff Instruction (“RTI”) 2025 in Annex 2 shall take precedence.
7. Responses to this consultation should be submitted by email to RTI2025@cra.gov.qa and the deadline for receipt is close of business on **August 31, 2025**.
8. CRA will consider all responses before issuing the final version of the revised RTI.

2 Main Amendments to the Decision of the President of the CRA No. (3) of 2018 issuing the Retail Tariff Instruction” dated November 15, 2018 (ref. CRARAC 2018/11/15)

9. Background, Objective and Scope.

- 9.1 Clarification on the role of Licensees with respect to Tariff filing, resale, and third-party agents.

10. Tariffs – General Provisions and Taxonomy.

- 10.1 To increase transparency and accountability from service providers, updates to the definition of Standard Tariffs (Permanent and Promotional) and Bespoke Tariffs.

11. Tariffs – Business Retail Offers Prior to Filing.

- 11.1 Addition of section - following a mini-consultation with service providers in 2023 that concluded a service provider may make a proposal to a Customer of a retail telecommunications service not contained in a published tariff. However, if the proposal is accepted, the service cannot be offered commercially until it is contained in a notified/approved and published Tariff.

12. Tariffs – Filing.

- 12.1 For any price increases and/or benefit reductions requirement to provide a detailed explanation in the Tariff document explaining the reasoning behind such a price increase and/or benefit reduction.
- 12.2 For any Grandfathered Plan the time-period of which the plan will remain Grandfathered.
- 12.3 Stricter filing requirements for Bespoke Tariffs to improve transparency and accountability.

13. Tariffs – Publication

- 13.1 A Tariff will be considered void if the Tariff is not introduced in the market within 2 (two) months from the approval/notification date. A new Tariff Filing will be required after this period.
- 13.2 Requirement for any adverse changes to the terms and conditions of a Tariff to be directly communicated in a timely manner to the affected Customers.
- 13.3 For promotions, to ensure there is no change to the terms and conditions of the promotional offer for the Service Period of the offer.

14. Promotional Offers - Duration and Repetition.

- 14.1 Removal of duration and repetition requirements for Promotional Tariffs – allowing service providers to offer more discounts to Customers for longer periods of time may bring additional benefits to Customers. Also to remove the need for subjective decisions of what constitutes a repetition of a promotion.

15. Discounts for Standard Tariffs.

- 15.1 Clarifications on 20% Discretionary Discount so it is more easily understood by service providers.

16. Illegal Discounts.

- 16.1 Removal of section – following service provider compliance with the removal of illegal discounts in the market. Therefore, *ex ante* review is no longer required.

17. Minimum Service Period, Commitment Period and Cancellation Policy

- 17.1 To allow (with a justification from the SP) a Service Period greater than the current 3 months to reflect increased Customer demand for a Service Period that includes improved benefits, and which has resulted in improved competition in the market.
- 17.2 To allow a SP with strict conditions to apply Exit Charges for early termination of a Service Period.
- 17.3 A dominant service provider (“DSP”) may not charge exit penalties after 12 months of subscription to avoid anti-competitive Customer lock-in.

18. Minimum Validity Period of Credits

- 18.1 Changes to this section to ensure customers have sufficient validity on prepaid credit.

19. Bundles

- 19.1 When offering a bundled service consisting of a regulated and an unregulated Telecommunications Service, the SP is required to separately offer to Customers the regulated element of the bundle.

20. Handsets and Customer Premise Equipment (“CPE”)

- 20.1 Removal of handset subsidy restrictions – handset subsidies are common practice in telecommunications markets (including in the GCC) and may bring benefit to Customers if allowed in Qatar. The CRA is considering whether to allow handset subsidies.
- 20.2 Removal of restrictions on bundling a handset and telecommunications service – bundling of a handset and a telecommunications service is a common practice in telecommunications markets (including in the GCC) and may bring benefit to Customers if allowed in Qatar. The CRA is considering whether to allow the bundling of a handset and telecommunications service.
- 20.3 Removal of section on Customer Premise Equipment (CPE) - CPEs are no longer sold with subscription periods that differ from broadband plans and are instead bundled as part of the plan.

21. Easy To Remember Numbers (“ETR”)

- 21.1 Removal of section as ETRs are now included in the CRA’s Numbering Regulation.

22. **Volume Discounts**

- 22.1 Addition of section – clarifications on volume discounts introduced into the market since 2019. Volume discounts may be anticompetitive if introduced by a DSP.

23. **Third-Party Purchase of a Telecommunications Service -**

- 23.1 Addition of section - clarifications on telecommunications services, introduced into the market since 2019, that allow the purchase of a telecommunications service by a landlord/employer for the provision of the service (not resell) to a tenant/employee.

24. **Section 4 Provisions Specific to DSPs now become Section 5.**

25. **Section 5 Provisions Specific to non-DSPs has now become Section 4.**

26. **Annex I Glossary, Acronyms and Abbreviations.**

- 26.1 Update to some definitions to make them easier to understand.

27. **Annex III Tariff Document – Template.**

- 27.1 Update to Tariff Details – to allow the CRA to obtain more detailed information to review the Tariff.

3 Questions

28. SPs (and other interested parties) are strongly encouraged to respond to the following questions. Responses will aid in the CRA's final decision.

General Questions

29. Should the RTI continue as an Instruction or become a Regulation?
30. Is the revised RTI fit for purpose? If not, why not?
31. Are there any sections or provisions that are missing from this RTI and should be included? Please describe what sections/provisions are missing and why they should be included.
32. Are there any sections or provisions that should not be included in this RTI? Please describe what sections/provisions should not be included and why. Where in the ARF should these sections be included?
33. Are there any provisions in the ARF that should be included in the Legal Basis section of the RTI? Please list the provisions/clauses that should be included.
34. Are there any sections of the RTI that are.
- 34.1 Confusing?
- 34.2 Unworkable?
- 34.3 Difficult to understand? Please describe the section(s) and the reason?

Service Period and Exit Penalty

35. In the amendments to the RTI, the CRA is considering allowing a SP to set a Service Period of greater than that allowed in the current RTI (3-month minimum service period). Typically, the CRA expects this would involve, for subscription to a Telecommunication Service, the SP setting the Service Period with an Exit Penalty (if exit occurs before the completion of the Service Period) in exchange for an increased benefit(s) (i.e. lower monthly rental, subsidized handsets, waved fees and charges etc.) to the Customer over the benefits available on a month-by-month subscription. While extending service periods may offer certain benefits, it is essential to ensure Customers are fully informed about the terms and conditions. Longer service periods could inadvertently lead to Customer lock-in, potentially diminishing market competition. If the CRA were to allow a Service Period of greater than that allowed in the current RTI, the CRA would want to ensure Customers were given sufficient information to make an informed decision about whether to subscribe to a service for a predefined Service Period that has an Exit Penalty or to remain on a month-by-month contract.
- 35.1 Is the fostering of Customer-oriented competition, the encouragement of innovation the improvement of the overall quality of service better and better Customer service achieved by allowing only short-term subscriptions in the market so that Customers can easily change service providers to take advantage of lower prices/better service or also through allowing longer term subscriptions in exchange for increased benefits, lower monthly charges or waving of fees and charges?

- 35.2 What types of benefits are Customers likely to enjoy from allowing SPs to set a Service Period greater than that allowed in the current RTI (3-month minimum service period)?
- 35.3 If the CRA allowed SPs to set a Service Period greater than that allowed in the current RTI (3-month minimum service period).
- (a) How would Customers who do not want to enter a contract for a longer Service Period be managed?
 - (b) Would month-by-month subscriptions still be available?
 - (c) Would month-by-month subscriptions contain the same level (or less) of benefits as a contract for a longer Service Period?
 - (d) When subscribing to a telecommunications service, would it be the case Customers were informed that both month-by-month or longer Service Periods exist or would you as a service provide promote only a longer Service Period over a month-by-month option?
- 35.4 For a DSP, (without sufficient justification such as Customer specific backhaul capacity acquired from a third-party) the CRA is proposing to limit an Exit Penalty to the first 12 months of the Service Period only and after 12 months of the service period is complete no Exit Penalty shall apply. The purpose of such a limitation is to avoid, *ex ante*, the potential for anti-competitive lock-in or market foreclosure due to a DSP imposing a Service Period with an extended Exit Penalty. The argument for limiting an Exit Penalty to the first 12 months of the Service Period only due to anti-competitive lock-in or market foreclosure does not apply for a non-DSP. However, there may be a case to do so in a competitive market, for the protection of Customers.
- (a) In a competitive market, is it better to simply limit an Exit Penalty to the first 12 months of the Service Period only or to not limit the Exit Penalty and instead focus on ensuring Customers are given the right information to make an informed decision whether to subscribe to a Telecommunications Service that has a Service Period and an Exit Penalty?
 - (b) In a competitive market, would there be any additional benefits to Customers from allowing an Exit Penalty to exist beyond the first 12-months of a Service Period? What are these benefits?
- 35.5 It is important to ensure that all terms and conditions, particularly those related to a Service Period and an Exit Penalty, are clearly communicated to Customers. This transparency will empower them to make well-informed decisions.
- (a) Therefore, please describe the process you as a SP would take to ensure Customers are informed enough to decide whether to enter a subscription with a Service Period and an Exit Penalty.
 - (b) What monitoring and regulation mechanisms would you consider introducing to prevent potential exploitation, ensuring that the benefits of setting the Service Period with an Exit Penalty (if exit occurs before the completion of the Service

Period) in exchange for an increased benefit(s) are realized without any adverse effects?

- 35.6 Clause 72 of the Decision of the President of the Communications Regulatory Authority No. (3) of 2018 Issuing the Retail Tariff Instruction states “*SPs are subject to a Minimum Service Period of no longer than 3 (three) months, unless a sufficient justification is provided in a Tariff Filing demonstrating the effective need for a longer Minimum Service Period*”. Since 2021 the CRA has allowed (in some instances) a Minimum Service Period of longer than 3 months with the sufficient justification being that Customers experience lower prices or improved benefits (i.e. Vodafone Qatar’s 2 months free on GigaHome Services, Ooredoo Qatar’s Employee mobile plans with double data and minutes benefits etc.) in exchange for the longer Service Period. In response to this the number of Tariffs submitted to the CRA has increased each year since 2021, as have the percentage of Tariffs that contain a Service Period greater than 3 months (from 6% in 2021 to 24% in 2024). Furthermore, competition has developed in the fixed market (with price falls and increases in plan speeds) and intensified in the mobile market.
- (a) Please provide your view on whether Customers are demanding a Service Period greater than 3 months in exchange for increase benefits, lower monthly charges or waving of fees and charges?
- 35.7 Since 2021, has there been an increase in the number of complaints you have received from Customers subscribed to a Minimum Service Period of longer than 3 months? If so, what has been the main topic of these complaints i.e., being locked into longer contract, having to pay exit penalties etc.?
- 35.8 Could having a Service Period of greater than that allowed in the current RTI (3-month minimum service period) hinder innovation and competitiveness in telecommunications markets in Qatar i.e. rapid technological changes and advancements in telecommunications can quickly make existing service plans outdated and allowing Customers to easily switch to providers offering the latest and most innovative services without the burden of higher exit charges encourages service providers to continually upgrade and innovate to stay competitive.
- 35.9 Qatar has a large and transient expatriate population.
- (a) Would there be any negative consequences to the expatriate population by allowing a Minimum Service Period of longer than 3 months?
- (b) Would there be any clemency on Exit Penalties for Customers who for example lost their job and must leave the country consequently?
- (c) Would you as a SP consider implementing additional protection for Customers, particularly the expatriate population, to safeguard against any negative impact of a longer Service Period?
- 35.10 The CRA is proposing to limit the Exit Penalty payable by residential Customers to repayment of discounts received and/or repayment of fees waived. Currently, this

appears to be the main form of exit penalties applied by service providers to residential Customers in the telecommunications market. To avoid financially onerous exit penalties for residential Customers, the CRA does not favour an Exit Penalty for residential Customers that involves repayment of outstanding subscriptions over the Service Period i.e., if the Customer cancels after 6 months of a 12-month Service Period they would be required to repay the remain 6 months of subscription as an Exit Penalty.

- (a) Do you have any comments on the CRA's preference for exit penalties that consist of repayment of discounts received and/or repayment of fees waived for residential Customers?

Publication of Tariffs

36. The CRA has reduced from 6 months to 2 months the time a Tariff will be considered void if the Tariff is not introduced in the market after approval/notification as the CRA considers that 6 months is too long. What impact (if any) will this have on SPs?

Promotional Offers - Duration and Repetition

37. In the amendments to the RTI, the CRA is considering removing the duration and repetition limits in the current RTI so that SP's can decide on the duration and frequency of Promotional Tariffs.
- 37.1 Please describe how this will benefit Customers subscribing to Telecommunications Services.
- 37.2 Are there likely to be any negative impacts from the increased frequency and duration of promotions (for example increased frequency and duration of promotions may bring with them the possibility of increased Service Periods and Exit Penalties)?
- 37.3 The removal of limits on the duration and repetition of promotional tariffs could lead to more frequent and longer promotions. Although this may benefit Customers, it could also create confusion in the market from the number of promotions available at any one time.
- (a) How would you as a SP minimize Customer confusion by not "flooding" the market with promotions?

Handsets and Customer Premise Equipment ("CPE")

38. In the amendments to the RTI, the CRA is considering allowing bundling of a telecommunications device (handset, modem, other equipment etc.) with a service plan. Allowing the bundling of telecommunications devices with service plans offers potential advantages, but it is crucial that Customers are fully aware of the associated costs and exit penalties. There is a risk that Customers could become locked into long-term contracts without fully understanding the financial implications. Such bundling may also involve the initial subsidization by the SP of the telecommunications device with the cost of the recovery of the device spread over the length of the Service Period of the bundle. This is common practice in other jurisdictions.

- 38.1 Is the possibility of bundling a Telecommunications Service and a device an attractive proposition to you as a SP?
- 38.2 Bundling (especially where subsidized devices are involved) often involves a Service Period with an associated Exit Penalty.
- (a) Please describe the process you as a SP would take to ensure Customers are informed enough to decide whether to purchase a bundle with a Service Period and an Exit Penalty.
- 38.3 Given Qatar's large and transient expatriate population, bundling a Telecommunications Service and a device with an extended Service Period and an Exit Penalty could negatively impact expatriates who may need to leave the country unexpectedly. It is important to consider leniency regarding exit penalties in such cases.
- (a) Would there be any clemency on Exit Penalties for Customers who for example lost their job and must leave the country consequently?
- (b) Would you as a SP consider implementing additional protections for Customers, particularly the expatriate population, to safeguard against the negative impacts of longer service periods and bundling practices?

Bundles

39. The CRA has requested that when a regulated service is bundled with an unregulated service that the regulated service is also made available for subscription on a stand-alone basis. The CRA is mainly targeting the regulated service of internet services which are currently only available bundled with the unregulated service of entertainment packages. Therefore, Customers who want an internet only subscription are forced to purchase entertainment packages as well. Based on CRA experience since the introduction of the RTI in 2019 the CRA considers there is demand in the Telecommunications market from Customers for internet only subscriptions. What will be the impact on SPs from the requirement to provide internet only subscriptions?

4 Instructions for Responding to this Consultation.

4.1 Consultation Procedures

40. Stakeholders and other interested parties are invited to provide their views and comments on the Draft Retail Tariff Instruction (“RTI”) 2025 – Clean Version. **Each comment/response should refer to the number of the related paragraph/clause in the document.**
41. Stakeholders and other interested parties are invited to provide their views and comments on the questions in Section 3 of this document. **Each comment/response should refer to the number of the related question.**
42. Where possible, Stakeholders and other interested parties should provide rationale/evidence in support of all comments/responses. Doing so will allow the CRA to better understand why the submitted opinion is held by the respondent and take better account of the underlying reasoning.
43. Any submissions received in response to this consultation will be carefully considered by the CRA. However, it should be noted that nothing included in the Draft Retail Tariff Instruction (“RTI”) 2025 – Clean Version or questions in section 3 of this document are final or binding, and the CRA is under no obligation to adopt or implement any comments or proposals submitted.
44. Responses to this consultation should be submitted **by email** to RTI2025@cra.gov.qa. The subject reference in the email should be stated as “Consultation on the Review of the Retail Tariff Instructions”. **It is not necessary to provide a hard copy of the responses.**
45. The **deadline for responses** to this consultation is indicated on the cover page of this document.

4.2 Publication of Comments

46. In the interests of transparency and accountability, the CRA may publish the responses to this consultation on its website at www.cra.gov.qa. All responses will be processed and treated as non-confidential unless confidential treatment has been requested by the respondent.
47. To claim confidentiality of information in submissions, respondents must provide a non-confidential version of such material in which all information considered confidential has been redacted and replaced with “[CONFIDENTIAL]” or “[CONFIDENTIAL INFORMATION]”.
48. A comprehensive justification must be provided for each section of a response that the respondent wishes to be treated as confidential. Furthermore, respondents cannot request confidentiality for the entire response or whole sections of their response.

49. While the CRA will endeavour to respect the wishes of respondents, in all instances the decision to publish responses (in full or in part) will be at the sole discretion of the CRA.
50. By responding to this consultation, respondents will be deemed to have waived all copyright and/or intellectual property rights over the material provided.
51. During the consultation period, any respondent requiring further clarification on the consultation process is invited to submit questions/comments via the email address RTI2025@cra.gov.qa. For improved transparency, the CRA may decide to share these questions/comments with Stakeholders and other interested parties.

Annex I: The Decision of the President of the CRA No. (3) of 2018 issuing the Retail Tariff Instruction dated November 15, 2018 (ref. CRARAC 2018/11/15).

Please See Separate Attachment

Annex II: Draft Retail Tariff Instruction (“RTI”) 2025 – Clean Version

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***** End of the Consultation Document *****