



Report on Consultation and Decision on Wholesale Line Rental

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Malta Communications Authority

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1 Background

1.1 Introduction

In March 2007, the Malta Communications Authority (hereafter “the Authority”) published a Statement of Proposed Decision on Wholesale Line Rental (hereafter “the Proposed Decision”). This Proposed Decision dealt with the implementation of a Wholesale Line Rental (hereafter “WLR”) solution in Malta.

The document incorporated a number of proposed amendments to the WLR Offer as had been submitted by Maltacom plc (hereafter “Maltacom”¹) to the Authority. It also included the wholesale charges proposed by Maltacom in respect of the various services and facilities to be provided in connection with WLR.

The consultation period for the aforementioned Proposed Decision ended on 10 April 2007. Two operators submitted their formal feedback, namely Maltacom and SKY Telecom Limited (hereafter “Sky”).

Concurrently with the publication of the Proposed Decision, the Authority was also carrying out a review exercise to analyse the one-off charges, monthly charges, and other charges for ancillary services which been proposed by Maltacom. During the review process the Authority discussed with Maltacom various issues arising from the analysis. As part of this process the Authority also commissioned an independent time study to be carried out. At the end of the process Maltacom was presented with a detailed description of the outcomes of the review exercise.

This Report on Consultation and Decision contains a summary of the feedback received from respondents, the Authority’s position in relation to these comments, and subsequently, the Authority’s decision on the proposed wholesale charges for WLR and related facilities.

The Authority takes the opportunity to thank all the respondents for their contributions.

1.2 Regulatory Background

On the 26th September 2006, the Authority published a Response to Consultation and Decision Notice entitled “Determination of Market Power and Setting of Remedies of Access to the public telephone network at a fixed location” (hereafter the “Fixed Access Market Analysis”). The Decision imposed on Maltacom, as an operator with significant market power in the said market, an obligation to provide a solution whereby carrier pre-select operators shall be able to provide a single bill to their customers for access and calls, irrespective of the fact that such access

¹ As from 12 June 2007 Maltacom Group re-branded all its brands to “GO”.

may be provided to the customers by Maltacom². Maltacom was thus required to submit within thirty days from the Decision a reference offer which would contain details of a WLR or similar single billing solution for the Authority's approval.³

Originally, in the consultation on the Fixed Access Market Analysis, the Authority had proposed to impose an obligation on Maltacom to provide a full WLR solution. However, following specific representations made by Maltacom in this respect, the Authority recognised that there could be complexities and costs involved in the practical implementation of a full WLR solution. Set against these complexities, however, were the manifest benefits to the consumer as a result of a single billing solution, particularly those of ease of payment, simplicity, and clarity of operation. The Authority noted that the experience in other jurisdictions has confirmed that, with regard to carrier pre-selection, the availability or otherwise of a single billing solution could determine which provider an end-user would ultimately select. A single billing solution would therefore allow for a level playing field for new entrants, in that they too are given the option of offering their customers a single bill for access and calls. On this basis, the Authority decided that Maltacom was to provide a single billing solution (not necessarily in the form of a full WLR solution) within the timeframe referred to above.

The Decision concluded that the Authority would continue to monitor developments in the market. In particular, the Authority reserved the right, in circumstances where Maltacom failed to provide an effective single billing solution, to require Maltacom to commence provision of a WLR or other single billing solution according to any specification that may be required by the Authority.⁴

Following the Decision, Maltacom proposed an interim single billing solution on the 17th October 2006, wherein Maltacom proposed that it would make available access lines for rent to carrier pre-select operators (hereafter "CPSO") at a yearly cost of Lm45.66 (excluding VAT) and other one-off charges to cover the cost of administrative and other technical work that Maltacom would be required to make.

The Authority, on the 24th October 2006, declined the proposed solution on the basis that it clearly did not satisfy the criterion of non-discrimination since Maltacom's residential retail arm evidently does not cover this cost and allow a reasonable margin to be earned. The proposed charge would have in effect increased the bill of subscribers for access merely because they would have selected to make use of carrier pre-selection. Furthermore, Maltacom's solution lacked the necessary detailed specifications as to how the proposed interim solution would work.

² MCA Response to Consultation and Decision, 'Access to the public telephone network at a fixed location - Identification and Analysis of Markets', 20th September 2006, p.41; see also MCA Response to Consultation and Decision, 'Introducing Carrier Selection & Carrier Pre-selection in Malta' May 2004, Decision 5 where the MCA directs that Carrier Selection and CPSOs should by default bill their subscribers directly for calls.

³ *Ibid.*, p.35, pt.4.4.5

⁴ *Ibid.*, p.41

Following this submission, the Authority did not receive any further proposals from Maltacom with alternative possibilities for single billing solutions. On the basis of the failure to comply with the timeframes in the Fixed Market Analysis Decision, on the 13 November 2006, the Authority issued a consultation entitled “Statement of Proposed Decision regarding Single Billing for Carrier Pre-Selection” wherein it proposed to define specifications for a single billing solution.⁵

Responses to the proposed decision were received from Maltacom, Sky and Vodafone Malta Limited.

Maltacom, responding to the consultation, claimed that a single billing solution as defined in that proposed Decision risked simplifying a necessarily complex arrangement by ignoring crucial issues. Maltacom claimed this would lead to dilution of legal certainty. Instead, Maltacom attached to its response a new proposed WLR offer that it claimed provided a proper workable provisional solution until such time as Maltacom finalises a more comprehensive WLR offer within a more realistic timeframe.

⁵ MCA “Statement of Proposed Decision regarding Single Billing for Carrier Pre-Selection”, 13 November 2006

2 Summary of Consultation Responses

The consultation period for the Proposed Decision ended on 10 April 2007 and the Authority received submissions from the following respondents:

- Maltacom plc; and
- SKY Telecom Limited.

The Authority takes the opportunity to thank both the above parties for their contributions.

This section provides a summary of the general feedback received from the respondents together with the Authority's position in relation to the respective points submitted by the respondents.

Feedback received from respondents regarding specific paragraphs of the proposed WLR Offer is summarised under the "Comments & Feedback Received" column in Annex B.

2.1 General responses

Maltacom suggested that the WLR Offer should constitute a separate document from the Reference Interconnection Offer (hereafter "RIO") in order to ensure that conditions in each document do not create contradictions and confusion. This suggestion has been reflected by the Authority in the final decision notice, since Regulations 18 and 19 of the Electronic Communications Networks and Services (General) Regulations (hereafter "ECNSR") equally apply whether the WLR Offer is a separate document from the RIO or not.

Maltacom also remarked that, while it does not dispute the Authority's powers at law to amend the terms and conditions of the WLR Offer, the Authority should only intervene where parties are in dispute. Maltacom also argued that the Authority should not use its powers to rescind parts of a contract entered into freely at an earlier stage. The Authority recognises that any regulatory amendments to a reference offer should respect the principles of proportionality and transparency. The Authority however notes that as provided by Regulation 18 of the ECNSR and Article 24 of the ECRA, it has both the right and obligation to ensure compliance with regulatory obligations and investigate any disputes and complaints made by undertakings, and the latter cannot be expected to waive their statutory rights in this regard. The said Articles in particular empower the Authority to impose changes to reference offers to ensure compliance with the provisions of the Act.

Maltacom also submitted that the WLR Offer will need to be a more detailed and technically complex document and therefore needs to be modified at a later stage. Sky also highlighted the importance of having a well-defined CPS product with WLR to enable the possibility of a CPS operator to compete effectively within the communications market in Malta. Sky however submitted that the WLR solution should be a final rather than first-stage version.

The Authority would like to point out that the WLR Offer has the primary purpose of implementing the single-billing remedy mandated by the Fixed Access Market Analysis. Although a more detailed and complex solution might have been devised,

this would have taken much more time, and even so, implementation difficulties would have been difficult to eliminate altogether, if not increased. This has been the approach adopted by other National Regulatory Authorities (“NRAs”), whereby although a first implementation is carried out, it would still be subject to refinements especially on the basis of implementation experienced by the operators themselves.

Sky also disagreed with using Maltacom’s proposal for a WLR offer as a starting point, remarking that a solution could have been formulated from WLR implementation in other jurisdictions such as the UK. Sky further disagreed that WLR should be available only for voice services, pointing out that in the UK WLR3 has been formulated (in conjunction with the functional separation of BT Openreach) to include analogue lines, ISDN, LLU, Wholesale Extension Services (WES) and Backhaul Extension Services (BES).

The Authority points out that the procedure whereby a draft Reference Offer is submitted by the incumbent operator, and subsequently reviewed by the NRA after consultation with the industry, is the normal procedure followed in many European jurisdictions. Furthermore, the Authority also has noted that Maltacom’s submission is in turn based on the models adopted in foreign jurisdictions.

Maltacom mentioned that the list of ancillary services was too long, and that moreover there were certain technical difficulties to provision specific ancillary services (such as Tring, Ring Back, Websave, Phonemail notification functions, and possibly also international freephone and 1152 services) to lines migrated to WLR. Having considered these submissions, the Authority has temporarily removed the obligation to provide these ancillary services as part of the WLR offer. Nonetheless this will be maintained under review, and the Authority does not exclude that these ancillary services may be included in a future revision to the Offer.

Although Maltacom had proposed that its Customer Charter should regulate service levels for SB-WLR, in its response to consultation Maltacom submitted that such a direct reference should not be made, and instead a separate Service Level Agreement (with conditions similar or equal to the customer charter) would be developed. Sky also remarked that the proposed WLR Offer lacks a Service Level Agreement (hereafter “SLA”), creating a lacuna in defining the other party’s obligations. Sky also submitted that provisions with regard to fault handling are very largely insufficient, and that these should be detailed exactly with the respective guarantees. In this regard, Maltacom stated that it will provide WLR service providers with IVR fault reporting facilities similar to those available to its retail customers. Operators would be able to access a wholesale IVR system through an operator-specific PIN, and report faults on behalf of their customers. The operator would also be able to follow up reported faults through this system.

The Authority recognises the importance of having service levels which are clearly delineated in the Reference Offer. Although having a SLA is clearly preferable than making reference to the Maltacom Customer Charter, the Authority believes that it is even more precarious not to have any provisions relating to level of service at all. The Authority therefore is of the opinion that, in line with the principle of non-discrimination, Maltacom’s earlier proposal that the Customer Charter applies on a temporary basis should be maintained, until such time as a proper SLA is drafted. This would at least ensure that service levels rendered to WLR customers do not fall below those given to Maltacom’s own retail customers. While the Authority considers that this issue should not hold back implementation of the WLR Offer, the Authority hereby decides that an SLA, as well as the provisions regarding the fault reporting system, should be submitted by Maltacom for the Authority’s review

within 6 weeks of the publication of this Decision Notice. These would be subsequently incorporated in the WLR Offer published by Maltacom.

Sky also submitted that the correct cost-oriented charges should be established on a "Retail minus X" calculation. Sky also mentioned that the one-time charges totalling Lm10.50 represented an exceedingly high customer acquisition cost. It also made reference to a report by Tele2 that, based on a retail-minus calculation, the discount ought to be a minimum of 35%-40%, additionally pointing out that the wholesale discount in Poland was equivalent to 46.99%. With regard to these comments, the methodology and conclusion on the review process of the wholesale charges proposed by Maltacom is further discussed in Section 4 below.

Sky also felt that the sending of an anti-slamming letter might confuse customers and is superfluous. Sky submitted that verbal ordering would greatly simplify the possibility of customer ordering. The Authority notes that sending an anti-slamming letter is broadly carried out in European jurisdictions, and slamming is still a concern in certain jurisdictions⁶. The anti-slamming letter will however be slightly modified to clarify that customers need not re-confirm their order. Verbal and/or on-line ordering may also be a future possibility, and the Authority will monitor the take-up and any difficulties encountered in the implementation of WLR to evaluate how the specifications and inter-operator procedures related thereto may be improved.

Maltacom also proposed that the 5-day cooling off period allowed for subscribers after migrating to WLR, should be extended to 15 days in line with various consumer protection laws, such as Chapter 317, Legal Notices 186 of 2001 and Legal Notice 36 of 2005. The Authority is of the opinion that the minimum cooling-down period established in the WLR Offer should be without prejudice to any other timeframes that may be established by consumer legislation referred to by Maltacom (regulating distance and doorstep selling).

Sky also requested clarification on whether the subscriber authorisation form set out in Appendix 6 is to be used in addition to that for CPS activation, or as a replacement to it. The Authority clarifies that as stated in paragraph 2 of Appendix 1 to the WLR Offer, it is not necessary that the customer signs two separate forms, provided that the subscriber authorisation form contains all the information that is required in accordance with the RIO provisions relating to CPS and in the WLR Offer to SB-WLR. Sky also remarked that the choice on the subscriber authorisation form as to whether a subscriber will be a CPS all-calls only subscriber, or whether they will be a WLR subscriber, should be offered by the alternative operator depending on its business model. Whilst the Authority agrees that an operator may decide whether to offer WLR or not depending on its business model, the Authority is of the opinion that once an operator chooses to offer WLR, it should inform and obtain authorisation from the customer in the manner specified in Appendix 6.

⁶ *vide* Ofcom statement on "Protecting consumers from mis-selling of telecommunications services" published 21st May 2007.

3 Implementing a Wholesale Line Rental Solution

The Authority has considered the valid feedback it received from respondents and is detailing the revisions to the WLR Offer proposed by Maltacom in order to strike a balance between all objectives.

The Authority believes that under the terms and conditions of the amended WLR Offer, Maltacom and CPSOs alike will be able to commence implementation of the solution in the relatively short term.

This position is not to imply that certain aspects of the WLR service may not be amended further at a later stage, particularly since the Authority will be monitoring the effective implementation of WLR in practice.

The way forward is further amplified in Section 5 below.

Decision (1):

The Authority directs Maltacom to implement the Wholesale Line Rental product as described further below and as amended by the Authority.

The Authority furthermore directs Maltacom to publish the terms and conditions of the provision of the said product as described below and amended by the Authority in a Wholesale Line Rental Offer.

The Authority reserves the right to amend the terms and conditions of this product in accordance with its powers at law.

4 Charges for Wholesale Line Rental

The Proposed Decision included a price list for charges to operators relating to services provided under the WLR offer as had been proposed by Maltacom.

The price list proposed by Maltacom included 3 broad categories, namely:

- 1) The one-off charges proposed by Maltacom for the activation of service on a per-operator and per-line basis;
- 2) The monthly rent to be charged on a wholesale basis to the operator;
- 3) The charging basis for ancillary services and all other facilities, where Maltacom is proposing to charge the company's retail charge as published from time to time.

As already stated earlier in this document, concurrently with the publication of the Proposed Decision, the Authority carried out a review exercise to analyse the proposed wholesale charges. During the review process the Authority discussed with Maltacom various issues arising from the analysis. Although Maltacom had originally proposed a charge of Lm5.00 in respect of both CPS activation and WLR activation, during the review process Maltacom submitted new proposed charges of Lm10.53 and Lm7.00 respectively for these services. As part of the review process the Authority therefore commissioned an independent time study to be carried out. At the end of the process Maltacom was presented with a detailed description of the outcomes of the review exercise.

4.1 One-off charges

Maltacom provided the Authority with its calculations of one-off charges based on estimated duration (in minutes) of the work involved and a recovery rate (in Lm/hour) of the relevant costs for each respective activity. The Authority analysis involved the commissioning of consultants to carry out a time study, as well as the review by the Authority of Maltacom's recovery rates.

4.1.1 Time Study

Independent consultants were engaged by the Authority to undertake a time study of the processes undertaken by Maltacom in connection with one-off charges. The scope of the time study included a walk-through of the processes and measurement of the time required to undertake these processes in an efficient manner. After obtaining an understanding of the processes, the amount of processing time required by Maltacom personnel to execute these processes efficiently was measured. The time measurement was carried out on location at different Maltacom premises involved in the processes. As a result of the time study the duration for these processes was significantly revised.

4.1.2 Recovery of Hourly Costs

The Authority also undertook an analysis of the hourly charge-out rates submitted by Maltacom. As a result of this review one particular activity was found to be already wholly allocated to voice services in the Authority's Bottom-Up Cost Model (BUCM) used for calculating interconnection rates. The activity was therefore

already one of the cost components being charged to the calculation of the interconnection rates by Maltacom. The Authority therefore decided that costs relating to this particular activity will therefore remain fully allocated to voice services and form part of the interconnection rate components instead of being recovered from CPS and WLR.

4.2 Monthly Charges

Various information was exchanged between Maltacom and the Authority relating to the calculation of monthly charges for PSTN and ISDN services migrated to WLR. The methodology used was a “retail price minus avoidable costs” formula.

Maltacom’s initial WLR Offer included a proposal for a margin of Lm0.29 (on a monthly basis) for both ISDN and PSTN services.

Following a number of adjustments as a result of the review exercise, the gross avoidable cost (on a yearly basis) was determined to be approximately Lm6.90 for ISDN services and Lm4.42 for PSTN services. Due to this difference in the avoidable costs for ISDN and PSTN services, the respective wholesale prices will be considered separately for the purposes of this Decision.

The above revised calculation of avoidable costs means that a margin of Lm0.37 (on a monthly basis) will apply to PSTN services, while a margin of Lm0.58 (on a monthly basis) will apply to ISDN services.

4.3 Charges for Ancillary Services

The pricing basis proposed by Maltacom for ancillary services was to charge the company's retail prices from time to time. In the Proposed Decision it was stated that in respect of these services, the proposed pricing basis was being evaluated in particular as regards whether a reasonable margin may be justified to have wholesale rates for such services.

The Authority has considered this issue and made various considerations, particularly with regard to the level of costing information available to it at this time on ancillary services. For the purposes of the current review, it is being decided that ancillary services are to be charged as proposed by Maltacom at the company's retail charges, provided that this is carried out in a transparent and non-discriminatory manner.

This arrangement is to apply solely for ancillary services and other facilities.

4.4 Revised wholesale charges

Subsequent to the exercise carried out above, the following table shows the resulting adjusted wholesale rates:

Service	Maltacom Price Lm (€ ⁷) Exclusive of VAT	Adjusted Price Lm (€ ⁷) Exclusive of VAT
One-time service activation fee to be charged by Maltacom to every Operator on the signing of this Service Schedule for SB-WLR provisioning and testing	Lm500.00 (€1,164.69)	Lm500.00 (€1,164.69)
SB-WLR activation per subscriber	Lm5.00 (€11.65)	Lm1.31 (€3.05)
Activating CPS on an individual customer line	Lm5.00 (€11.65)	Lm2.31 (€5.38)
Monthly PSTN Business Rate rent	Lm5.38 (€12.53)	Lm5.30 (€12.35)
Monthly PSTN Residential Rate rent	Lm1.89 (€4.40)	Lm1.81 (€4.22)
Monthly ISDN BRA Business Rate rent	Lm12.99 (€30.26)	Lm12.70 (€29.58)
Monthly ISDN BRA Residential Rate rent	Lm5.08 (€11.83)	Lm4.78 (€11.13)
Monthly ISDN PRA rent	Lm109.17 (€254.30)	Lm108.89 (€253.65)

Table 1: Wholesale one-off and monthly charges

⁷ Values displayed in euro are based on the rate of €1=Lm0.429300 and are for information purposes only.

These rates are to become applicable retrospectively from 1 January 2007, without prejudice to any revisions that may be required due to subsequent changes in processes required in the first version of the SB-WLR offer and/or any further analysis that may be carried out by the Authority.

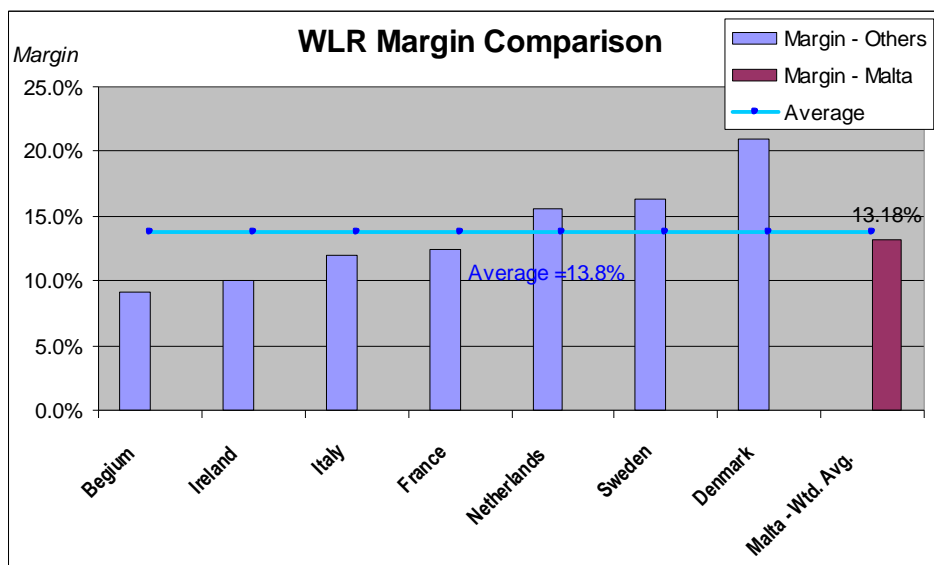
Decision (2):

The Authority directs that the one-off charges for the activation of service on a per-operator and per-line basis, and the monthly charges to be charged on a wholesale basis, should be as detailed in Table 1.

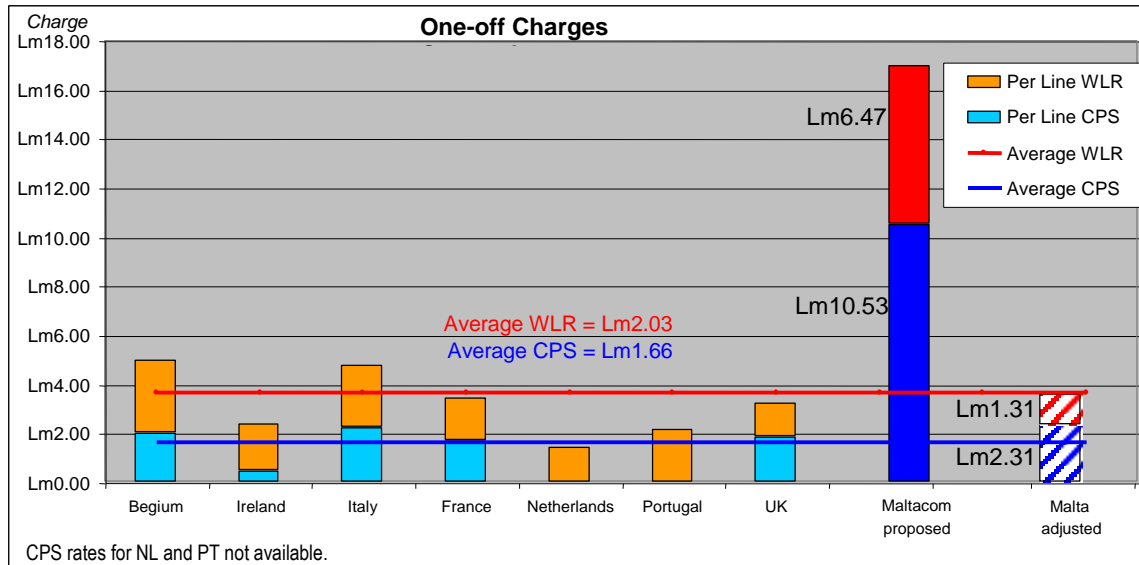
The Authority also directs that the wholesale charges for ancillary services and all other facilities, should be equivalent to Maltacom’s retail charges as published from time to time on a transparent and non-discriminatory basis.

4.5 Comparison of Wholesale Charges

The following charts compare the wholesale charges for WLR subsequent to the MCA’s review and decision, with similar rates charged in other countries. The charts are for information purposes only and include publicly available data.



The chart shown above compares the margin in percentage terms between the monthly retail line-rental and the monthly wholesale prices for SB-WLR services (source: Cullen/Reference Offers).



The chart shown above compares the one-off prices charged for services migrated to CPS and WLR respectively (source: Cullen/Reference Offers).

5 Conclusion and Way Forward

The Authority recognises that the subject of this Decision is complex but also believes that the SB-WLR product will improve customer choice and increase competition in the sector.

As stated in this Decision, the first version of the SB-WLR product will need to be monitored and kept under review for a number of reasons. Both respondents to the Proposed Decision also agreed that a progressive WLR solution should be rolled out in stages, which are well-defined and overseen by the Authority.

In particular the Authority is envisaging the following workstreams:

A. Ancillary Services: Maltacom identified specific ancillary services (such as Tring, Ring Back, Websave, Phonemail notification functions, and possibly also international freephone and 1152 services) that represent technical constraints to provide on lines migrated to WLR.

For this purpose the technical aspects are still under review and the Authority will investigate the reasons for these technical issues in cooperation with Maltacom and the Operators.

B. Service Level Agreement and Fault Reporting System: The WLR Offer should be supplemented by a proper SLA to replace the applicability of the Maltacom Customer Charter. Maltacom also stated that it will provide WLR service providers with wholesale IVR fault reporting facilities similar to those available to its retail customers.

The draft SLA and provisions regarding the fault reporting system, should be submitted by Maltacom, within 6 weeks of the publication of this Decision Notice, for the Authority's review and subsequently incorporated in the WLR Offer published by Maltacom.

C. CPS Specifications and Inter-Operator Processes: Various issues were identified during the conduct of the time study. Other procedural matters were also mentioned by respondents to the consultation.

The Authority will be consulting on CPS Specifications and Inter-Operator Processes in order to formalise such procedures, and identify current problems and tentative solutions as had been carried out in the case of number portability.

D. Wholesale charges: The Authority is of the opinion that the revised wholesale charges reflect the underlying costs more realistically and thus should give the right economic signals to the market.

Going forward, the Authority intends to maintain the structure and level of wholesale rates under review, to ensure the principle of cost-orientation and that any changes to processes are duly and fairly reflected in the wholesale rates charged.

The Authority therefore intends to keep the obligations of this Decision Notice under review in line with the above, according to the way the market develops, and considering the overall level of intervention required by the Authority.

Annex A - WLR Offer – Unmarked Version

Wholesale Line Rental Offer
The Parties understand and agree that this Document shall regulate the provision by Maltacom to the Operator of Single Billing through Wholesale Line Rental (SB-WLR), as laid down by this Document.
1. Definitions
1.1. In this Document, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Document.
1.2. Words and expressions have the meaning given in Annex A of the Maltacom Interconnection Agreement. In addition, the following terms shall have the following meanings:
“Access Network Operator” is an authorised undertaking providing the line that connects a customer's telephone to that operator's local exchange.
“Additional Line” : an extra PSTN/ISDN line that is to be provided to a SB-WLR subscriber at a premises where he already has a SB-WLR account.
“Ancillary Services” : services traditionally associated with Voice Services in that they are supplemental to them or enhancements thereof, including those services listed in clauses 11A and 11B in Appendix 1 of this Document.
“Fault” : a problem experienced by a SB-WLR subscriber(s) that causes disruption or degradation of his normal voice service quality.
“Fault Report” : a fault report registered by the Operator on behalf of its clients with the 133 Maltacom fault reporting system.
“Gaining Operator” : any operator, including Maltacom or the Operator as the case may be, from whom the subscriber of another operator has opted to select the provision of voice services.
“Internal Wiring” : any wiring installed on the subscriber’s premises at the end of the NTP.

Wholesale Line Rental Offer
<p>“Losing Operator”: any operator, including Maltacom or the Operator, as the case may be, whose subscriber has opted to select another operator for the provision of voice services.</p>
<p>“National Directory Database or NDD”: the record of all subscribers of publicly available telephone services in Malta, including those with fixed, personal and mobile numbers, who have not refused to be included in that record.</p>
<p>“New Line”: a PSTN/ISDN line that is to be provided to a SB-WLR subscriber at premises where he does not currently have a SB-WLR account.</p>
<p>“NTP (Network Termination Point)”: the place where the access network ends and the internal wiring begins.</p>
<p>“NTU (Network Termination Unit)”: the connection box for connecting the access network to the internal wiring. Maltacom owns the access network up to and including the NTU.</p>
<p>“SB-WLR Subscriber”: a subscriber who has an active single billing arrangement with the Operator.</p>
<p>“Single Billing through Wholesale Line Rental or SB-WLR”: the facility through which the Operator may provide, in conjunction with the CPS All Calls option (as described in Annex C of the Maltacom Interconnection Agreement), a single bill covering all aspects of Voice Services to its subscribers at rates it determines.</p>
<p>“Slamming”: consists in the Unauthorised Provisioning of SB-WLR whereby an Operator dishonestly attempts to initiate SB-WLR without the explicit permission of the subscriber.</p>
<p>“Subscriber Authorisation Form”: the form completed by the subscriber opting to take up SB-WLR whereby such subscriber authorises Maltacom to transfer the telephone lines and their associated call management services from Maltacom to the Operator. This form is to be issued in the format set out in Appendix 6 of this Document.</p>
<p>“Subscriber Contract”: the written contract entered into by the subscriber opting to take up SB-WLR. This contract is to satisfy the requisites set out in Appendix 7 of this Document.</p>
<p>“Subscriber Listing”: the subscriber listing setting out the subscriber’s directory details on the NDD.</p>
<p>“Voice Services”: shall include all publicly available telephony services provided at a fixed location (including both access and calls whether analogue or ISDN) , Ancillary Services, and shall include all those calls that are excluded from the CPS ‘all calls’ product:</p>

Wholesale Line Rental Offer
Provided that voice services shall not include calls made using an override carrier selection code.
2. Description of Service
2.1. Subject to the provisions of this Document, Maltacom shall provide Single Billing through Wholesale Line Rental facilities in accordance with the SB-WLR Product Description annexed to this Document at Appendix 1.
2.2. SB-WLR is only available in conjunction with CPS All Calls option provided in accordance with the provisions of Annex C of the Maltacom Interconnection Agreement.
2.3. A full description of the SB-WLR product is set out in this Document at Appendix 1.
2.4. Wholesale Line Rental shall only be available to Voice Services. Maltacom will accept SB-WLR orders for accounts with non-Voice Services but will continue to bill subscribers directly for them.
3. Terms and Conditions
3.1. Both Parties agree to abide by the provisions of all the Appendices annexed to this Document, which Appendices constitute an integral part of this Document.
3.2. A condition precedent to the provision of SB-WLR in respect of any line is that the line has the CPS All Calls option in place with the Operator.
3.3. In order to offer the SB-WLR service to a subscriber, the Operator must enter into the Subscriber Contract and the Subscriber Authorisation Form with such subscriber. The Subscriber Authorisation Form shall constitute an integral part of the Subscriber Contract.
3.4. If a subscriber complains to a Losing Operator or to the Access Network Operator regarding an alleged slamming and either operator requests a copy of the said form, then the Gaining Operator must provide that operator with a true copy of the said Subscriber Authorisation Form within two (2) Working Days of the respective operator requesting the copy. If the respective operator is not satisfied with the copy of the Subscriber Authorisation Form, then the Gaining Operator must provide access to the original Subscriber Authorisation Form. A subscriber may only complain if it is in respect of a service supplied to that subscriber and an operator may only request a Subscriber Acquisition Form if it is the Losing Operator or Access Network Operator. Operators and Access Network Operators providing SB-WLR facilities must ensure that they maintain statistics on:

Wholesale Line Rental Offer

(a) The number of requests; and

(b) Performance in relation to:

(i) the timeframes in which the operator responds to requests: and

(ii) the number of unsatisfied requests

3.4A. Where an incident(s) of slamming is detected the incident(s) shall be notified to the Operator who has gained as a result of the unauthorised provisioning. All Operators who are party to the incident(s) complained of shall use their best endeavours to resolve the matter. Where the matter is resolved the Gaining Operator shall notify the Access Provider to reinstate the subscriber's service to the status prior to the disputed provisioning.

3.4B. Where complaints concerning incident(s) of unauthorised provisioning cannot be resolved within ten (10) working days of the Operator who has gained as a result of the unauthorised provisioning being notified per paragraph 3.4A, the Operator claiming loss as a result of the alleged unauthorised provisioning shall have the option of contacting the Malta Communications Authority, whose decision shall be final and binding in its entirety upon the parties.

3.5. The Subscriber Contract and the Subscriber Authorisation Form shall be physically separate from any promotional materials and inducements such as prizes and contests.

3.6. Without prejudice to the SB-WLR Service Level Agreement in Appendix 5 and to the Fault Handling Process for SB-WLR in Appendix 9, each Party shall correct faults that occur in its Network which affect the delivery of the SB-WLR in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.

3.7. Maltacom will not discriminate in the investigation and repair of faults between access lines with SB-WLR activated for the Operator and all other access lines.

3.8. The Operator shall be responsible for credit management of subscribers in relation to SB-WLR. This matter is regulated by the SB-WLR Product Description annexed to this Document at Appendix 1.

3.9. Ordering, provisioning and fault reporting and management shall be as set out in the SB-WLR Product Description annexed to this Document at Appendix 1.

Wholesale Line Rental Offer
3.10. Subscriber movement among other CPS operators and subscriber movement in relation to subscriber premises shall respectively be regulated in the manner set out in Annex C of the Maltacom Interconnection Agreement and in Appendices 1 and 4 of this Document.
3.11. When SB-WLR is applied to a subscriber account, Maltacom’s obligation to provide SB-WLR Subscriber Listing information to the National Directory Database shall terminate and such obligations shall transfer to the Operator.
3.12. The Operator may request that Temporary Off Service (TOS) be applied to a line. Rental for the line will continue to apply while Temporary Off Service remains in effect until the line is ceased. The provisions of Appendix 8 of this Document shall further apply.
3.13. There will be no break in service as a result of SB-WLR being applied to a subscriber account.
3.14. Provision of this service shall be in accordance with the SB-WLR Service Level Agreement annexed to this Document as Appendix 5.
3.15. Both parties warrant that any use of subscriber information shall be restricted so as to ensure compliance with existing obligations under any applicable legislation, including but not limited to obligations under the Data Protection Act and under applicable competition legislation.
4. Charging
4.1. Maltacom shall invoice the Operator a one-time charge for the testing and activation of SB-WLR and a per subscriber charge relating to SB-WLR provision as specified in Appendix 11 of this Document.
4.2. The Operator shall be liable for invoiced amounts in accordance with Annex B of the Maltacom Interconnection Agreement.
Appendix 1
SB-WLR Product Description
1. The Scope of the SB-WLR Product
The SB-WLR product shall enable the Operator to provide subscribers opting for the CPS All Calls service with a single bill covering all aspects of Voice Services. The Operator may provide their own ancillary services or purchase Ancillary Services from Maltacom on a

Wholesale Line Rental Offer
<p>wholesale basis and charge the subscriber for those services at its own rates.</p>
<p>It includes a wholesale service for Voice Services provided by Maltacom to its subscribers. This means that the Operator can achieve a single billing relationship with such subscribers when taking over a Maltacom account. In addition, new relevant retail network based voice services introduced by Maltacom will have a corresponding wholesale service in the SB-WLR product where technically possible.</p>
<p>2. The Relationship between SB-WLR and CPS products</p>
<p>SB-WLR and CPS are distinct products. SB-WLR builds on the functionality of the CPS All Calls product. CPS products continue to be available in their current format and the future development of the CPS product is not tied to that of the SB-WLR product.</p>
<p>SB-WLR can only be made available on end subscriber lines where the Operator is both the chosen carrier on such lines as well as the operator requesting SB- WLR.</p> <p>Where a subscriber wishes to avail of CPS and SB-WLR they may sign up for both services on one Subscriber Authorisation Form. An existing CPS subscriber wishing to avail of SB-WLR will not be required to sign up for CPS again and will only be required to sign up for SB-WLR. The Operator will effectively submit CPS and single billing orders (SB-WLR) to Maltacom where required. The CPS ordering process as it is currently defined will remain unchanged.</p>
<p>3. Removing CPS from SB-WLR</p>
<p>If at any time the CPS All Calls option with the Operator is removed from the line, for example where the subscriber moves to another CPS provider, then the SB-WLR service will be removed from that line and the line will revert to Maltacom’s retail arm.</p>
<p>4. Removing SB-WLR but maintaining CPS with the Operator</p>
<p>The subscriber can choose to remove SB-WLR but maintain the CPS All Calls relationship with the Operator. In this case the subscriber can request that Maltacom provides the retail line service but continues to have CPS All Calls with the Operator.</p>
<p>5. Wholesale billing details and Routing matters</p>
<p>Maltacom shall provide wholesale billing details to the Operator who shall then bill the subscribers at its retail rates. Traffic is routed to the Operator Network in line with the CPS All Calls routing rules laid down in Annex C of the Maltacom Interconnection Agreement.</p>

Wholesale Line Rental Offer	
6. Final bill from Maltacom	Upon completion of the order in accordance with Clause 4.2 and 4.3 of Appendix 3 to this document, the subscriber will receive a final bill from Maltacom for voice services that will thereafter be billed by the Operator. Maltacom may also opt to send the final bill as part of its routine billing run.
7. Numbering	Subscribers transferring existing lines from Maltacom to the Operator will retain their existing telephone number(s).
8. Entire or Partial transfer	The Operator may place orders to convert an entire account to SB-WLR or may request a partial transfer by specifying that individual lines (and associated services) be converted to SB-WLR. In the case of partial transfers, Maltacom will split the account and will continue to bill the subscriber directly for services and lines not converted to SB-WLR.
9. Continuity of service	There will be no break in service as a result of SB-WLR being applied to a Subscriber's account/s.
10. Order Lead Times and Advanced Notification of Order Completion	Order lead times and advanced notification of order completion shall be as set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.
11. House/Premises moves	The SB-WLR product supports subscriber orders for house / premises moves. The operational processes minimise service interruption. Maltacom will allow a subscriber of the Operator to retain his existing number if Maltacom, in similar circumstances, would have allowed its retail subscriber to retain the number. Subscribers will contact the Operator to place orders.
11A. Ancillary Services on Analogue Lines	Maltacom shall provide the ancillary services on SB-WLR Analogue Lines. These services shall be billed at wholesale rates to the

Wholesale Line Rental Offer

Operator and the services are listed as follows:

Call Code Controlled Barring and Debarring

Call Transfer

Abridged Dialling

Conference Calls

Do not Disturb

Call Waiting

Hot Line

Alarm Call

Calling Line Identification

Phonemail

11B. Ancillary Services on ISDN Lines

Maltacom shall provide the ancillary services on SB-WLR ISDN Lines. These services shall be billed at wholesale rates to the Operator and the services are listed as follows:

Call Code Controlled Barring and Debarring

Call Transfer

Abridged Dialling

Conference Calls

Wholesale Line Rental Offer

Do not Disturb

Call Waiting

Hot Line

Alarm Call

Calling Line Identification

Phonemail

11C. Ancillary Services Features

Subscribers will contact the Operator to place orders for provision, changes or cessation of ancillary services. The Operator will then place orders with Maltacom for wholesale ancillary services as required.

When an existing line is transferred to SB-WLR the Operator may optionally request that all existing ancillary services be replaced by their wholesale equivalents. Alternatively, the Operator may explicitly state which wholesale ancillary services are required and/or order additional ancillary services if required.

12. Directory Entries

Once the subscriber's account has been ceased, Maltacom no longer has an obligation to provide information to the NDD from the close of business that day. Instead, this becomes the Operator's responsibility. Maltacom will enable the transfer of the NDD listing reference number from a Maltacom number to an Operator NDD reference number on completion of the SB-WLR order.

13. Subscriber Contact

The Operator will handle all subscriber contact for SB-WLR. Users subscribed to a SB-WLR service provider should not be able to subscribe to another SB_WLR service provider, or subscribe back to the losing operator, from the moment when the WLR application form is signed until two months have elapsed from when the migration is implemented. A Losing Operator will not engage in any contact with subscribers for SB-WLR during this period except in the following circumstances:⁸

(a) when sending the subscriber a one-time unsolicited anti slamming letter within five (5) days following notification of the loss of service. This unsolicited contact with the subscriber must take the form of the anti-slamming letter in Appendix 10.

(b) where necessary in relation to all appointments, changes to appointments and access arrangements with the subscriber for on-site engineering visits from Maltacom representatives on behalf of the Operator;

(c) where the subscribers avail themselves of services from Maltacom that are directly billed to them by Maltacom;

(d) where the Operator requests Maltacom to contact the SB-WLR subscriber directly; or

(e) to assist with the provision of service and/or maintenance or repair, provided that such contact is necessary for, and is limited to, the carrying out of such maintenance or repair.

If a subscriber contacts Maltacom with queries applicable to a SB-WLR account, Maltacom will direct the subscriber to contact the operator providing the service for assistance.

The above contacts from the subscriber cannot be used as a winback opportunity unless the subscriber specifically requests information in relation to services offered.

⁸ This paragraph was included in March 2008 as per decision notice “Preventing anti-competitive Winback tactics in Number Portability, Wholesale Line Rental and Carrier Pre-Selection” published by the MCA in March.2008

When all existing Maltacom services are converted to SB-WLR, Maltacom's contract with the subscriber will be terminated.
14. Charging
The Operator shall charge subscribers at their own retail rates for their SB-WLR retail products that are based on Maltacom's SB-WLR wholesale product.
15. Credit Management
The Operator will be responsible for all bad debts relating to SB-WLR.
The Operator may request that credit management procedures be applied to SB- WLR lines using wholesale credit management tools and procedures.
The provisions of Appendix 8 of this Document shall further apply as may be relevant.
16. Order Handling and Provisioning
The subscriber will sign a new Subscriber Authorisation Form when ordering SB-WLR. Further details on order handling are set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.
17. Fault Reception/Management
All subscriber faults will be reported to the Operator. The Operator shall inform subscribers clearly whom they are to contact in the event of a query or fault with the service.
Maltacom will not accept fault reports directly from subscribers. If a subscriber contacts Maltacom in the case of SB-WLR, then such subscriber shall be advised to contact the Operator.
If a subscriber contacts the Operator in the case of SB-WLR, the Operator shall handle such query. The Operator will prove the fault out of its network before reporting the fault to Maltacom. If the Operator determines that the fault resides in the Maltacom Network, it will inform Maltacom thereof. If Maltacom carries out a site visit in order to handle this fault and it transpires that such fault is not attributable to the Maltacom Network, Maltacom shall charge the Operator the relevant charge set out in Appendix 11 of this Document.
The provisions of Appendix 9 of this Document shall further apply to regulate fault reception and management processes.

18. SB-WLR service constraints
The Operator acknowledges and accepts that certain Ancillary Services may not be available to the Operator due to limitations of the Operator's network.
19. New Retail Service
In the event of Maltacom launching a new relevant retail voice service, then both Parties to this Agreement shall co-operate to ensure that the processes for SB-WLR are reviewed to enable a wholesale equivalent for each relevant retail service product where technically possible.
Appendix 2
Billing Process
1. Schedule of Billing Cycles
Maltacom will supply Operators with a schedule of wholesale bill run dates for the following twelve (12) months. The exact dates are subject to reasonable operational considerations and may vary accordingly.
2. Application and Removal of CPS
The Operator that carried the traffic will be responsible for billing the subscriber (normally the CPS Operator until CPS is removed or changed to another Operator). The losing operator will be responsible for billing the subscriber for calls made up to the Order Completion Date and the gaining operator will be responsible for calls made after the Order Completion Date.
3. Final Bills.
When a subscriber account is transferred to SB-WLR, Maltacom will issue a final bill to the subscriber in respect of the voice services transferred to SB-WLR. Maltacom may opt to send the final bill as part of its routine billing run. In certain cases, Maltacom may need to issue a second final bill if call records arrive after the first final bill has been issued:

Provided that were certain voice services have been paid upfront by the subscriber for a specified duration, which duration includes a period following the Order Completion Date, Maltacom shall remit the subscriber with a pro-rata amount of any payments made for this period following the Order Completion Date.

Appendix 3

Order Handling Procedure Manual

1. Introduction

This Appendix outlines the processes for the ordering of SB-WLR on existing accounts. The SB-WLR subscriber will purchase services from the Operator and enter into the necessary contractual relationship with the Operator in relation to such services. The Operator may either take over the rental of Maltacom lines or place orders with Maltacom for new or additional lines in accordance with the processes laid down in Appendix 4 of this Document.

2. Continuity of Service – Ancillary Services for SB-WLR.

Maltacom will accept orders from the Operator that specify Ancillary Services requested by the SB-WLR subscriber to be included within such subscriber's SB-WLR solution provided that the Ancillary Service may be requested in accordance with Clauses 11A and 11B of Appendix 1 of this Document..

The SB-WLR subscriber has the option to request that Ancillary Services provided by Maltacom will retain the same status that they would have had prior to the SB-WLR transfer of such subscriber's line rental to the Operator.

Alternatively the SB-WLR subscriber may opt to order Ancillary Services to be included within such subscriber's SB-WLR solution on an individual basis. Upon SB-WLR being activated on all Voice Services and any ordered Ancillary Services, Maltacom will send a completion notification to the Operator.

3. Order Format

All orders for SB-WLR products shall be placed via e-mail of the Subscriber Authorisation Form. The Operator must have received a signed Subscriber Authorisation Form from the SB-WLR subscriber before the Operator may place a SB-WLR and Ancillary Services order with Maltacom. The Operator must retain in its records the Subscriber Authorisation Form signed in original by the SB- WLR subscriber.

4. Ordering Processes for SB-WLR

<p>4.1. Introduction</p>
<p>This process describes how SB-WLR orders are placed for existing Maltacom PSTN lines by the Operator.</p>
<p>4.2 Process</p>
<p>The order is submitted by the Operator to Maltacom via email in the format laid down by Clause 3 above. Maltacom accepts or rejects the order within three (3) working day. If rejected, the order is returned to the Operator via email with a rejection code stating the reason for rejection. If the order is accepted, it will be completed within five (5) working days. On completion, Maltacom shall send a completion notification to the Operator.</p>
<p>4.3 Commencement and Cessation of Billing</p>
<p>The CPSO shall commence billing and the Operator shall finish billing on the midnight of the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 4.2.</p>
<p>5. Ancillary Services</p>
<p>5.1. Introduction</p>
<p>Once a SB-WLR subscriber has availed himself of SB-WLR, he can then request the Operator to place an order with Maltacom on his behalf in order that changes may be made to his Ancillary Services.</p>
<p>5.2. Process</p>
<p>The Operator places a Modified Ancillary Services order on the appropriate form annexed to this Document at Appendix 6 via email. This order will contain the subscriber's telephone number and name/address and will specify required change(s). Maltacom will not issue an acceptance notification to the Operator but will process valid orders and notify the Operator of the completion. Requests for modified Ancillary Services shall be processed within two (2) working days from the date on which Maltacom receives the order for such modification from the Operator. The Operator</p>
<p>5.3. Commencement of billing for Ancillary Services</p>
<p>Billing for Ancillary Services shall commence on the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 5.2.</p>

6. Subscriber removes SB-WLR but maintains CPS with the operator
6.1. Introduction
In this scenario a SB-WLR subscriber, who has CPS and SB-WLR with the Operator, wishes to remove SB-WLR but maintain the CPS “All Calls” relationship with the Operator while requesting Maltacom to provide him with the retail line service. To this end the subscriber would need to sign up for line services with Maltacom.
6.2. Process
Where a subscriber of the Operator contacts Maltacom to return as a Maltacom subscriber and provided that Maltacom receives a signed Subscriber Authorisation Form from the subscriber, Maltacom shall, in such circumstances, provide a retail line service as well as Ancillary Services. If the order is accepted by Maltacom, it will be completed within five (5) working days. On completion Maltacom shall send a completion notification to the Operator stating that Maltacom has reverted the retail line to Maltacom retail and that CPS has been maintained on the line with the Operator.
6.3. Cessation of Billing
Cessation of Billing of the SB-WLR subscriber – Maltacom will provide the Operator with a completion date. Maltacom shall commence billing and the Operator will cease to bill the subscriber on the midnight of the completion date..
7. Change of Telephone Number for SB-WLR subscriber
7.1. Introduction
In this scenario, a SB-WLR subscriber wishes to change the telephone number of an existing line.
7.2. Process
The Operator submits a Renumber Request Order, on the appropriate form to Maltacom via email. Maltacom accepts or rejects the order. The order will be accepted or rejected within three (3) working days. If the order is rejected, a rejection notice will be sent to the Operator via email.
If the order is accepted, Maltacom allocates a new number for the subscriber and issues a completion notification via email to the Operator. This notification will advise the Operator of the new number.

8. Request for additional DDIs and MSNs
8.1. Introduction
In this scenario a SB-WLR subscriber wishes to order additional Direct Dialling In (DDI) telephone numbers or Multiple Subscriber Numbers (MSN) to be applied to existing ISDN lines.
8.2. Process
The Operator submits a DDI/MSN order, on the appropriate form to Maltacom via email. If the order is valid Maltacom allocates new number(s) for the subscriber and returns the DDI/MSN number in the completed order within three (3) working days.
9. Request to terminate the use of DDIs and MSNs
9.1. Introduction
In this scenario a SB-WLR subscriber wishes to terminate the use of DDI or MSN numbers associated with an existing ISDN line.
9.2. Process
The Operator submits a DDI/MSN Termination order, on the appropriate form to Maltacom via email. If the order is valid, Maltacom terminates the DDI/MSN number(s) for the subscriber and completes the order within three (3) working days.
10. Subscriber terminates all his Voice Services and his line is de-activated
10.1 Introduction
In this scenario a SB-WLR subscriber wishes to terminate all his Voice Services associated with a SB-WLR account. All lines that are so terminated will automatically revert to Maltacom.
10.2. Process
The Operator places a Cease Line order with Maltacom via email, on the appropriate form, ordering the termination of SB-WLR, CPS and Ancillary Services in relation to the particular SB-WLR subscriber. The order must indicate the full list of telephone numbers that the Operator requires to be terminated.

Maltacom must complete the order within three (3) working days and must send the Operator a completion notification.
10.3. Cessation of Billing
Maltacom will provide the Operator with a completion date. The Operator will cease to bill the subscriber at midnight on that same date.
11. Hunt Groups
If a SB-WLR subscriber has a Hunt Group and he wishes to have SB-WLR applied to only part of that Hunt Group, then a request should be made, on the appropriate form, in the first instance for Maltacom to 'split' the Hunt Group according to the subscriber's instructions. This will result in the subscriber having two separate Hunt Groups. The subscriber can then place an order for one of the Hunt Groups to have SB-WLR applied to it by the Operator.
Appendix 4
Ordering Processes relating to New or Additional Lines for SB-WLR
1. Ordering Processes
1.1. Provision of Additional Line
1.1.1. Introduction
In this scenario a SB-WLR subscriber wishes to order (an) Additional Line(s).
1.1.2. Standard Process
In this case Maltacom will need to make an appointment with the SB-WLR subscriber to visit his premises in order to complete the installation and testing of the Additional Line(s). If the customer fails to meet the appointment Maltacom will contact the customer to re-schedule the appointment or alternatively the customer may call Maltacom to re-schedule the appointment following receipt of a 'calling card' from the technician. The Operator will be notified of same.
1.1.3. Process documentation

<p>The Operator collects directory details from the SB-WLR subscriber and completes an Additional Lines order. This order must contain the Ancillary Services requested on the line/s and any Hunt Group information (if required). If the order is valid, the service will be delivered in accordance with the terms and conditions of Maltacom's Customer Charter.</p>
<p>Upon completion of the installation, Maltacom will send a completion notification to the Operator. Maltacom will complete the activation of the line prior to sending the Completion Notification to the Operator. At this point, the line will be live (dial tone available) and CPS 'All-Calls' in operation.</p>
<p>1.2. Provision of New Line</p>
<p>The order process for the provision of a New Line is the same as that for the provision of an Additional Line, with the exception that a different request form is to be completed.</p>
<p>2. New / Additional Lines of the ISDN BRA type Order Process</p>
<p>2.1 Provision of Additional Lines (ISDN BRA)</p>
<p>2.1.1. Introduction</p>
<p>This scenario is where a subscriber is an existing SB-WLR subscriber and wishes to have an Additional Line (ISDN BRA) provided at his premises.</p>
<p>2.1.2. Process</p>
<p>The Operator completes an order for Additional Lines (ISDN BRA). Maltacom ensures that all necessary data has been collected by the Operator from the SB- WLR subscriber. The order is sent via email to Maltacom. Maltacom will send a completion notification to the Operator via email.</p>
<p>2.2. Provision of New Line (ISDN BRA)</p>
<p>2.2.1. Introduction</p>
<p>This scenario is where a subscriber is already a SB-WLR subscriber and wishes to have a New Line (ISDN BRA) provided at his premises.</p>
<p>2.2.2 Process</p>

<p>This process is the same as that for the provision of an Additional Line Section 1.1 of this Appendix), with the exception that a different request form is to be completed.</p>
<p>3. Change of Installation Address</p>
<p>3.1. Introduction</p>
<p>This section describes the processes for the transfer of an existing account and the associated lines and Ancillary Services to new premises.</p>
<p>Where the transfer requires a move to be made inside the exchange area, the existing telephone number of the SB-WLR subscriber shall be maintained by such subscriber if Maltacom, in similar circumstances, would have allowed its retail subscriber to retain the number.</p>
<p>Where a SB-WLR subscriber has a DSL service on his line, then this service must be transferred concurrently with the transfer of the existing account that takes place in accordance with this clause.</p>
<p>3.2. Ordering Process</p>
<p>Lines will be provided at the new address and ceased at the old address. No special processes are required for this scenario. The provision of new lines will follow the processes described in Section 1.1.2.. Cessation of lines at the current premises will follow the processes described in Section 10 of Appendix 3 above.</p>
<p>The Operator shall be responsible for co-ordinating the orders for provision/cessation since Maltacom will not make any linkage between the orders. The Operator shall complete an order for change in installation address and submit the same, as completed, to Maltacom via email. Following completion of the installation, Maltacom will send a completion notification to the Operator via email.</p>
<p>Appendix 5</p>
<p>SB-WLR Service Level Agreement</p>
<p>The Service Level Agreement published in the Maltacom Customer Charter shall apply to regulate service levels for SB-WLR.</p>

Appendix 6

Subscriber Authorisation Form and Service Request Forms

Customer Authorisation Form [Operator Brand Name – Optional]**Single Billing Telephone Service****Customer Name / Company Name Address****Maltacom Account number(s)**

Transfer all lines and associated ancillary services in the above account(s)

OR (please tick one box)

Transfer only those lines and/or associated ancillary services listed on the attached form

I authorise Maltacom to transfer the designated telephone lines and their associated ancillary services to my chosen operator [or 'name of operator']. I understand that Maltacom will activate a facility so that all calls on these lines will be handled by my chosen operator [or 'name of operator'] and this will override any alternative service provision options already in place. I am authorised to act on behalf of the household or company in this matter.

To ensure the efficient provision of facilities such as directory enquiries and telephone line fault handling, Maltacom may retain the customer name, address and telephone service details. This data is also passed to the new operator [or name of operator]. I consent to the retention and sharing of such data in order for service to be provided to me.

NAME (Please print)

Signature / Date

Appendix 7

Subscriber Contract

In order to offer the Single Billing service to a subscriber, the operator must enter into a written contract with that subscriber. Without

prejudice to any other requirements at law, contracts must *inter alia* :

(a) be written in clear and understandable language;

(b) original text deleted in March 2008 as per decision notice "Preventing anti-competitive Winback tactics in Number Portability, Wholesale Line Rental and Carrier Pre-Selection" published by the MCA in March;

(c) set out clearly how the subscriber can terminate the contract;

(d) set out clearly for the subscriber any minimum period during which the contract will remain in force and explicitly state the penalties for breach of the minimum contract period;

(e) set out clearly any upfront charge to the subscriber;

(f) set out clearly tariffs, payment options and billing frequency;

(g) set out clearly how the subscriber will be informed of variations to the contract, including any tariff changes and the notice period they will be given before these come into effect;

(h) be fair and reasonable;

(i) describe the service to be provided;

(j) include an option for the subscriber to reject unsolicited communications and confirm that usage of all subscriber data shall comply with the data protection legislation;

(k) include a customer service contact number;

(l) set out what compensation or refund arrangements are in place if service level commitments are not provided;

(m) explain how disputes can be resolved;

(n) set out clearly the rights which the operator has to suspend and/or terminate their contract with the subscriber (e.g. for persistent non-payment) and the circumstances in which voice services will revert to Maltacom; and

(o) include the Subscriber Authorisation Form, as set out in Appendix 6 of this document, which shall be signed by the subscriber who shall be given a copy or a facility to retain a copy.

Appendix 8
Credit Management Processes for SB-WLR
1 Introduction
Where the Operator wishes to carry out credit control by temporarily suspending a SB-WLR subscriber's service it will issue a request to Maltacom to this effect and request temporary disconnection of the said subscriber's service. Such service to the subscriber would as a result be temporarily suspended but would continue to give rise to rental charges until the line is permanently disconnected. Upon request by the Operator, Maltacom will end the suspension and resume normal service to the SB-WLR subscriber.
2 Process for applying for / removing Temporary Off Service (TOS)
Once TOS is applied the SB-WLR subscriber shall be unable to receive incoming calls or make outgoing calls apart from emergency calls and shall further be unable to change his CPSO.
To apply TOS, the Operator places a TOS order via email, on the appropriate form, requesting Maltacom to apply TOS on the account. Maltacom shall either reject the request for TOS or shall apply TOS to the particular SB-WLR account within two working days of receiving the said request for TOS. Maltacom shall return a rejection/completion notification to the Operator via email. Whilst TOS status remains on the SB-WLR account Maltacom shall continue to bill the Operator for line rental.
If the Operator requests removal of TOS, Maltacom shall charge the Operator a reconnection fee. If the Operator requests that the SB-WLR account be ceased, the line reverts to Maltacom and a new connection fee must be paid to Maltacom by the Operator in order that the Operator may avail itself of future service on such line.
To remove TOS the Operator shall submit a TOS Removal order, on the appropriate form, to Maltacom via email. Maltacom will reject or complete the order within two working days from its receipt of the said order form. If the order is not rejected, Maltacom removes TOS from the account and sends a completion notification to the Operator.
Appendix 9
Fault Handling Process for SB-WLR
1 Introduction
This Appendix describes the post provisioning process for dealing with fault reporting, and handling for SB-WLR services. The outlined

<p>process refers to the methods and procedures by which the Operator can report a fault to the Maltacom.</p>
<p>All faults will be reported and tracked via the 133 Maltacom fault reporting system which is available on a 24 x 7 basis.</p>
<p>2 Overall Process for SB-WLR Faults</p>
<p>The SB-WLR subscriber reports the fault to the Operator. The Operator collects from the said subscriber all necessary details about the fault in order to enable it to diagnose whether or not the fault lies within the Maltacom Network.</p>
<p>Once the Operator ensures that the fault lies within the Maltacom Network, it logs the fault against the SB-WLR subscriber's telephone number on the 133 Maltacom fault reporting system. It is the Operator's responsibility to advise the SB-WLR subscriber that the fault has now been passed to Maltacom for investigation but that the said subscriber will continue to obtain updates from the Operator in regard to the fault and should not contact Maltacom directly.</p>
<p>In the event that a subscriber does contact Maltacom via the 133 Maltacom fault reporting system, the system shall, by way of a pre-recorded message, inform the subscriber that he is to contact the Operator.</p>
<p>Maltacom then investigates the fault. The Operator may obtain updates on the fault upon request by calling the 133 Maltacom fault reporting system.</p>
<p>Once Maltacom has cleared the fault, the 133 Maltacom fault reporting system will be updated.</p>
<p>3 Faults/Issues resulting from SB-WLR and CPS Activation</p>
<p>3.1 Introduction</p>
<p>Activation issues will be submitted to Maltacom's Service Support Centre. The issues include that will be handled by the Maltacom Service Support related to cases where CPS may not be applied to the line or wrong CPS category applied to the line and incorrect activation of Wholesale Ancillary Services.</p>
<p>3.2 Process</p>
<p>The Operator may identify activation faults resulting from the incorrect activation of CPS on a subscriber's telephone line. These activation faults should be received directly from the subscriber by the Operator and subsequently be reported to Maltacom's Service Support Centre.</p>

4 CPE Faults

The SB-WLR subscriber contacts the Operator in the case of a CPE fault. The Operator carries out a diagnostic test and appropriate trouble-shooting procedures to determine whether or not the fault is CPE- related. If the Operator has identified that the fault is CPE-related and the CPE is rented from Maltacom through the Operator, a fault report is logged on to the 133 Maltacom Fault Reporting System. Maltacom will send a field technician to rectify the fault.

If the CPE is not rented from Maltacom, the Operator is to advise the SB-WLR subscriber that since the CPE is not rented from Maltacom the equipment fault will not be cleared.

5 Internal Wiring Management

5.1 Introduction

Maltacom is responsible for the access network up to and including the Network Termination Point (NTP) or Network Termination Unit (NTU) as applicable. Maltacom is not responsible for any internal wiring beyond the NTP or NTU unless this is rented from Maltacom. The Operator must not report faults to Maltacom that are related to internal wiring or to CPE unless the latter are rented from Maltacom. Consequently the Operator must first undertake internal wiring and CPE ownership checks before reporting the fault to Maltacom.

5.2 Site Visits and Charges

A Maltacom technician may visit a site to investigate a fault following inconclusive results on diagnostics and trouble shooting procedures carried out on CPE and internal wiring by the Operator. Maltacom may levy a charge to the Operator for clearance of faults reports arising from faults in the internal wiring and /or CPE if these are not rented from Maltacom. The relevant charge is set out in Appendix 11 of this Document.

Provided that charges shall only be levied by Maltacom where:

- a) the subscriber has signed a form indicating that repairs are required to private equipment and/or privately installed wiring;
- b) the fault is successfully cleared and;
- c) a copy of said form signed by the subscriber together with a detailed fault report is sent to the Operator within five (5) working days of work carried out.

5.3 Faults on Ancillary Services

If the fault reported is with regards to an Ancillary Service, the Operator should make every effort to resolve the fault with the SB-WLR subscriber. Only where system intervention is required by Maltacom should the Operator report an Ancillary Service fault to Maltacom via the Maltacom Service Support Centre in accordance with mutually agreed standard procedures.

6. Recurring Faults

A recurring fault is defined as two or more related faults with similar “symptoms” on the same line that have been reported within a thirty (30) day period. Maltacom shall allow such recurring faults to be escalated and given due priority. Due priority shall be based on the recurrence of the fault in the same manner accorded to recurring faults arising on Maltacom retail customer lines.

Appendix 10

Anti-Slamming Letter

OPERATOR LETTERHEAD

Date

Dear [Customer Name],

Ref: CHANGE OF TELEPHONE SERVICE PROVIDER

We have received notification that you have moved your calls, call management services and line rental to another service provider.

Please note that as and from [date of porting] you will be billed by your new service provider for your calls, call management services and line rental.

No further action needs to be taken by you.

However if you have not consented to the transfer of your calls, call management services and line rental and were unaware that your service had been transferred to another service provider, you can contact us on 21XX XXXX and we will rectify the position.

Yours

*

Rules published by the Malta Communications Authority (MCA) require us to inform you that your calls, call management services and line rental have been moved to a new service provider.

This is a standard notification sent to all customers who move their calls, call management services and line rental and requires no action by you unless you did not agree to being transferred.

Annex B - WLR – Marked Version

Wholesale Line Rental Offer		
Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>The Parties understand and agree that this Document shall regulate the provision by Maltacom to the Operator of Single Billing through Wholesale Line Rental (SB-WLR), as laid down by this Document.</p>	<p>The Parties understand and agree that this Document shall regulate the provision by Maltacom to the Operator of Single Billing through Wholesale Line Rental (SB-WLR), as laid down by this Document.</p>	<p>1. The Authority in accordance with this Decision is directing that the terms and conditions for the provision of SB-WLR are made available to any interested operator as part of a Reference Offer by Maltacom. This on the basis of transparency and non-discrimination and in accordance with the Authority's Response to Consultation and Decision Notice entitled 'Determination of Market Power and Setting of Remedies of Access to the public telephone network at a fixed location' dated the 26th September 2006.</p> <p>2. As stated in the Decision, this Document is not a transitory solution but represents the first version of the WLR product to be provided by Maltacom.</p>
		<p>3. As stated above, this WLR Offer represents the first version being rolled out of a Single Billing WLR product (see Comment 1). Therefore the general provisions which regulate</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
		amendment of the Reference Offers would apply also to this document. In effect this implies that once changes are agreed by the signatories and/or approved by the Authority, these changes would bind both Maltacom and, in due respect of the principle of non-discrimination, any other operators who would have entered into interconnection agreements.
		4. See Comment 3.
1. Definitions	1. Definitions	
1.1. In this Document, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Document.	1.1. In this Document, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Document.	
1.2. Words and expressions have the meaning given in Annex A of the Maltacom Interconnection Agreement. In addition, the following terms shall have the following meanings:	1.2. Words and expressions have the meaning given in Annex A of the Maltacom Interconnection Agreement. In addition, the following terms shall have the following meanings:	
	“Access Network Operator” is an authorised undertaking providing the line that connects a customer's telephone to that operator's local exchange.	5. Definition provided following comment by Maltacom.
“Additional Line” : an extra PSTN/ISDN line that is to be provided to a SB-WLR subscriber at a premises where he already	“Additional Line” : an extra PSTN/ISDN line that is to be provided to a SB-WLR subscriber at a premises where he already has a SB-WLR	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
has a SB-WLR account.	account.	
<p>“Ancillary Services”: services traditionally associated with Voice Services in that they are supplemental to them or enhancements thereof, including those services listed in clauses 11A and 11B in Appendix 1 of this Document.</p>	<p>“Ancillary Services”: services traditionally associated with Voice Services in that they are supplemental to them or enhancements thereof, including those services listed in clauses 11A and 11B in Appendix 1 of this Document.</p>	<p>6. Clauses 11A and 11B in Appendix 1 provide a list of ancillary services that are to be provided by Maltacom on a wholesale basis as part of the wholesale line rental solution.</p>
<p>“Fault”: a problem experienced by a SB-WLR subscriber(s) that causes disruption or degradation of his normal voice service quality.</p>	<p>“Fault”: a problem experienced by a SB-WLR subscriber(s) that causes disruption or degradation of his normal voice service quality.</p>	
<p>“Fault Report”: a fault report registered by the Operator on behalf of its clients with the 133 Maltacom fault reporting system.</p>	<p>“Fault Report”: a fault report registered by the Operator on behalf of its clients with the 133 Maltacom fault reporting system.</p>	
<p>“Gaining Operator”: any operator, including Maltacom or the Operator as the case may be, from whom the subscriber of another operator has opted to select the provision of voice services.</p>	<p>“Gaining Operator”: any operator, including Maltacom or the Operator as the case may be, from whom the subscriber of another operator has opted to select the provision of voice services.</p>	
<p>“Internal Wiring”: any wiring installed on the subscriber’s premises at the end of the NTP.</p>	<p>“Internal Wiring”: any wiring installed on the subscriber’s premises at the end of the NTP.</p>	
<p>“Losing Operator”: any operator, including Maltacom or the Operator, as the case may be, whose subscriber has opted to select another operator for the provision of voice services.</p>	<p>“Losing Operator”: any operator, including Maltacom or the Operator, as the case may be, whose subscriber has opted to select another operator for the provision of voice services.</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>“National Directory Database or NDD”: the record of all subscribers of publicly available telephone services in Malta, including those with fixed, personal and mobile numbers, who have not refused to be included in that record.</p>	<p>“National Directory Database or NDD”: the record of all subscribers of publicly available telephone services in Malta, including those with fixed, personal and mobile numbers, who have not refused to be included in that record.</p>	
<p>“New Line”: a PSTN/ISDN line that is to be provided to a SB-WLR subscriber at premises where he does not currently have a SB-WLR account.</p>	<p>“New Line”: a PSTN/ISDN line that is to be provided to a SB-WLR subscriber at premises where he does not currently have a SB-WLR account.</p>	
<p>“NTP (Network Termination Point)”: the place where the access network ends and the internal wiring begins.</p>	<p>“NTP (Network Termination Point)”: the place where the access network ends and the internal wiring begins.</p>	
<p>“NTU (Network Termination Unit)”: the connection box for connecting the access network to the internal wiring. Maltacom owns the access network up to and including the NTU.</p>	<p>“NTU (Network Termination Unit)”: the connection box for connecting the access network to the internal wiring. Maltacom owns the access network up to and including the NTU.</p>	
<p>“SB-WLR Subscriber”: a subscriber who has an active single billing arrangement with the Operator.</p>	<p>“SB-WLR Subscriber”: a subscriber who has an active single billing arrangement with the Operator.</p>	
<p>“Single Billing through Wholesale Line Rental or SB-WLR”: the facility through which the Operator may provide, in conjunction with the CPS All Calls option (as described in Clause 3.2 of Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement), a single bill covering all aspects of Voice Services to its</p>	<p>“Single Billing through Wholesale Line Rental or SB-WLR”: the facility through which the Operator may provide, in conjunction with the CPS All Calls option (as described in Annex C of the Maltacom Interconnection Agreement), a single bill covering all aspects of Voice Services to its subscribers at rates it determines.</p>	<p>7. As stated above, reference is no longer being made to a particular interconnection agreement.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
subscribers at rates it determines.		
<p>“Slamming”: consists in the Unauthorised Provisioning of SB-WLR whereby an Operator dishonestly attempts to initiate SB-WLR without the explicit permission of the subscriber.</p>	<p>“Slamming”: consists in the Unauthorised Provisioning of SB-WLR whereby an Operator dishonestly attempts to initiate SB-WLR without the explicit permission of the subscriber.</p>	<p>8. A definition of slamming is necessary since the term is utilised at a later stage in the Document. (see paragraph 3.4)</p>
<p>“Subscriber Authorisation Form”: the form completed by the subscriber opting to take up SB-WLR whereby such subscriber authorises Maltacom to transfer the telephone lines and their associated call management services from Maltacom to the Operator. This form is to be issued in the format set out in Appendix 6 of this Document.</p>	<p>“Subscriber Authorisation Form”: the form completed by the subscriber opting to take up SB-WLR whereby such subscriber authorises Maltacom to transfer the telephone lines and their associated call management services from Maltacom to the Operator. This form is to be issued in the format set out in Appendix 6 of this Document.</p>	
<p>“Subscriber Contract”: the written contract entered into by the subscriber opting to take up SB-WLR. This contract is to satisfy the requisites set out in Appendix 7 of this Document.</p>	<p>“Subscriber Contract”: the written contract entered into by the subscriber opting to take up SB-WLR. This contract is to satisfy the requisites set out in Appendix 7 of this Document.</p>	<p>9. It is being proposed that Appendix 7 will contain the essential elements of the subscriber contact rather than stipulate the actual form of the contract.</p>
<p>“Subscriber Listing”: the subscriber listing setting out the subscriber’s directory details on the NDD.</p>	<p>“Subscriber Listing”: the subscriber listing setting out the subscriber’s directory details on the NDD.</p>	
<p>“Voice Services”: shall include all publicly available telephony services (including both access and calls whether analogue or ISDN) , Ancillary Services, and shall include all those calls that are excluded from the CPS ‘all calls’ product:</p>	<p>“Voice Services”: shall include all publicly available telephony services provided at a fixed location (including both access and calls whether analogue or ISDN) , Ancillary Services, and shall include all those calls that are excluded from the CPS ‘all calls’ product:</p>	<p>10. Maltacom commented that the exclusion list may need to be retained where mutually agreed by the signatories. The Authority agrees that specific call categories may be mutually agreed to be excluded. The amendment being</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>Provided that voice services shall not include calls made using an override carrier selection code.</p>	<p>Provided that voice services shall not include calls made using an override carrier selection code.</p>	<p>made to this paragraph only reflects the fact that, as proposed by Maltacom in old paragraph 3.11 and old paragraph 5 in Appendix 1, in the absence of such mutual agreement, Maltacom shall convey all “voice services” to the Operator.</p> <p>11. Calls made though any other carrier select operator (or through Maltacom) by the use of an override carrier selection code shall be excluded, because here the subscriber has directly selected to retain a relationship with or to select the other carrier select operator in relation to those calls. In this case, the other carrier select operator selected by the user through the use of an override carrier selection code shall be responsible for billing for the carrier selection services provided.</p> <p>12. Maltacom suggested to specify that WLR will apply to services delivered over the PSTN. The Authority is therefore clarifying that obligations extend to services provided at fixed location, i.e. all services falling under Markets 1-6 in the Market Analyses carried out by the Authority.</p>
<p>2. Description of Service</p>	<p>2. Description of Service</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
2.1. Subject to the provisions of this Document, Maltacom shall provide Single Billing through Wholesale Line Rental facilities in accordance with the SB-WLR Product Description annexed to this Document at Appendix 1.	2.1. Subject to the provisions of this Document, Maltacom shall provide Single Billing through Wholesale Line Rental facilities in accordance with the SB-WLR Product Description annexed to this Document at Appendix 1.	
2.2. SB-WLR is only available in conjunction with CPS All Calls option provided in accordance with the provisions of Additional Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement.	2.2. SB-WLR is only available in conjunction with CPS All Calls option provided in accordance with the provisions of Annex C of the Maltacom Interconnection Agreement.	
2.3. A full description of the SB-WLR product is set out in this Document at Appendix 1.	2.3. A full description of the SB-WLR product is set out in this Document at Appendix 1.	
2.4. Wholesale Line Rental shall only be available to Voice Services. Maltacom will accept SB-WLR orders for accounts with non-Voice Services but will continue to bill subscribers directly for them.	2.4. Wholesale Line Rental shall only be available to Voice Services. Maltacom will accept SB-WLR orders for accounts with non-Voice Services but will continue to bill subscribers directly for them.	
3. Terms and Conditions	3. Terms and Conditions	
3.1. Both Parties agree to abide by the provisions of all the Appendices annexed to this Document, which Appendices constitute an integral part of this Document.	3.1. Both Parties agree to abide by the provisions of all the Appendices annexed to this Document, which Appendices constitute an integral part of this Document.	
3.2. A condition precedent to the provision of SB-WLR in respect of any line is that the line has the CPS All Calls option in place with the Operator.	3.2. A condition precedent to the provision of SB-WLR in respect of any line is that the line has the CPS All Calls option in place with the Operator.	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>3.3. In order to offer the SB-WLR service to a subscriber, the Operator must enter into the Subscriber Contract and the Subscriber Authorisation Form with such subscriber. The Subscriber Authorisation Form shall constitute an integral part of the Subscriber Contract.</p>	<p>3.3. In order to offer the SB-WLR service to a subscriber, the Operator must enter into the Subscriber Contract and the Subscriber Authorisation Form with such subscriber. The Subscriber Authorisation Form shall constitute an integral part of the Subscriber Contract.</p>	
<p>3.4. If a subscriber complains to a Losing Operator regarding an alleged slamming and the Losing Operator requests a copy of the said form, then the Gaining Operator must provide the Losing Operator with a true copy of the said Subscriber Authorisation Form within two (2) Working Days of the Losing Operator requesting the copy. If the Losing Operator is not satisfied with the copy of the Subscriber Authorisation Form, then the Gaining Operator must provide access to the original Subscriber Authorisation Form. A subscriber may only complain if it is in respect of a service supplied to that subscriber and an operator may only request a Subscriber Acquisition Form if it is the Losing Operator or Access Network Operator. Operators and Access Network Operators providing SB-WLR facilities must ensure that they maintain statistics on:</p> <p>(a) The number of requests; and</p> <p>(b) Performance in relation to:</p>	<p>3.4. If a subscriber complains to a Losing Operator or to the Access Network Operator regarding an alleged slamming and either operator requests a copy of the said form, then the Gaining Operator must provide that operator with a true copy of the said Subscriber Authorisation Form within two (2) Working Days of the respective operator requesting the copy. If the respective operator is not satisfied with the copy of the Subscriber Authorisation Form, then the Gaining Operator must provide access to the original Subscriber Authorisation Form. A subscriber may only complain if it is in respect of a service supplied to that subscriber and an operator may only request a Subscriber Acquisition Form if it is the Losing Operator or Access Network Operator. Operators and Access Network Operators providing SB-WLR facilities must ensure that they maintain statistics on:</p> <p>(a) The number of requests; and</p> <p>(b) Performance in relation to:</p> <p>(i) the timeframes in which the operator</p>	<p>13. The complaint has to be in regard to an alleged slamming.</p> <p>14. Only the customer in question may complain of slamming in his respect.</p> <p>15. Following feedback by Maltacom this paragraph has been slightly reworded. The procedure caters for complaints where subscribers have migrated from one WLR provider to another WLR provider, and to instances where the complaint is made to the Access Network Operator apart from the Losing Operator.</p> <p>16. Operators must retain statistics on the requests for forms because this could keep track of the extent of slamming taking place and could aid curb the effects of slamming by the timely reaction to any abuse.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>(i) the timeframes in which the operator responds to requests: and</p> <p>(ii) the number of unsatisfied requests</p>	<p>responds to requests: and</p> <p>(ii) the number of unsatisfied requests</p>	
<p>3.4A. Where an incident(s) of slamming is detected the incident(s) shall be notified to the Operator who has gained as a result of the unauthorised provisioning. All Operators who are party to the incident(s) complained of shall use their best endeavours to resolve the matter. Where the matter is resolved the Gaining Operator shall notify the Access Provider to reinstate the subscriber's service to the status prior to the disputed provisioning.</p>	<p>3.4A. Where an incident(s) of slamming is detected the incident(s) shall be notified to the Operator who has gained as a result of the unauthorised provisioning. All Operators who are party to the incident(s) complained of shall use their best endeavours to resolve the matter. Where the matter is resolved the Gaining Operator shall notify the Access Provider to reinstate the subscriber's service to the status prior to the disputed provisioning.</p>	<p>17. This clause provides for reinstatement in cases of slamming.</p>
	<p>3.4B. Where complaints concerning incident(s) of unauthorised provisioning cannot be resolved within ten (10) working days of the Operator who has gained as a result of the unauthorised provisioning being notified per paragraph 3.4A, the Operator claiming loss as a result of the alleged unauthorised provisioning shall have the option of contacting the Malta Communications Authority, whose decision shall be final and binding in its entirety upon the parties.</p>	<p>18. Maltacom pointed out that the Proposed Decision did not address situations where slamming instances are not resolved. The amendment now provides that if such unauthorised provisioning is confirmed, and not resolved by the parties, such instances will be considered a breach of obligations and the Authority will take regulatory action, which may include the imposition of sanctions.</p>
<p>3.5. The Subscriber Contract and the Subscriber Authorisation Form shall be physically separate from any promotional materials and inducements such as prizes</p>	<p>3.5. The Subscriber Contract and the Subscriber Authorisation Form shall be physically separate from any promotional materials and inducements such as prizes and</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
and contests.	contests.	
3.6. Without prejudice to the SB-WLR Service Level Agreement in Appendix 5 and to the Fault Handling Process for SB-WLR in Appendix 9, each Party shall correct faults that occur in its Network which affect the delivery of the SB-WLR in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.	3.6. Without prejudice to the SB-WLR Service Level Agreement in Appendix 5 and to the Fault Handling Process for SB-WLR in Appendix 9, each Party shall correct faults that occur in its Network which affect the delivery of the SB-WLR in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.	19. These Appendices further regulate the relationship between Maltacom and the Operator insofar as faults, repairs and escalation procedures are concerned.
3.7. Maltacom will not discriminate in the investigation and repair of faults between access lines with SB-WLR activated for the Operator and all other access lines.	3.7. Maltacom will not discriminate in the investigation and repair of faults between access lines with SB-WLR activated for the Operator and all other access lines.	
3.8. The Operator shall be responsible for credit management of subscribers in relation to SB-WLR. This matter is regulated by the SB-WLR Product Description annexed to this Document at Appendix 1.	3.8. The Operator shall be responsible for credit management of subscribers in relation to SB-WLR. This matter is regulated by the SB-WLR Product Description annexed to this Document at Appendix 1.	
3.9. Ordering, provisioning and fault reporting and management shall be as set out in the SB-WLR Product Description annexed to this Document at Appendix 1.	3.9. Ordering, provisioning and fault reporting and management shall be as set out in the SB-WLR Product Description annexed to this Document at Appendix 1.	
3.10. Subscriber movement among other CPS operators and subscriber movement in relation to subscriber premises shall respectively be regulated in the manner set out in Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement and in	3.10. Subscriber movement among other CPS operators and subscriber movement in relation to subscriber premises shall respectively be regulated in the manner set out in Annex C of the Maltacom Interconnection Agreement and	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
Appendices 1 and 4 of this Document.	in Appendices 1 and 4 of this Document.	
		20. Refer to Comment 10 above.
3.12. When SB-WLR is applied to a subscriber account, Maltacom's obligation to provide SB-WLR Subscriber Listing information to the National Directory Database shall terminate and such obligations shall transfer to the Operator.	3.12. When SB-WLR is applied to a subscriber account, Maltacom's obligation to provide SB-WLR Subscriber Listing information to the National Directory Database shall terminate and such obligations shall transfer to the Operator.	21. Sky commented that this may create a possibility of a subscriber being excluded from the National Directory. The Authority would like to clarify that this paragraph is without prejudice to the WLR operator's participation in the existing National Directory Database arrangements in accordance with paragraph 12 of Appendix 1.
3.13. The Operator may request that Temporary Off Service (TOS) be applied to a line. Rental for the line will continue to apply while Temporary Off Service remains in effect until the line is ceased. The provisions of Appendix 8 of this Document shall further apply.	3.13. The Operator may request that Temporary Off Service (TOS) be applied to a line. Rental for the line will continue to apply while Temporary Off Service remains in effect until the line is ceased. The provisions of Appendix 8 of this Document shall further apply.	
3.14. There will be no break in service as a result of SB-WLR being applied to a subscriber account.	3.14. There will be no break in service as a result of SB-WLR being applied to a subscriber account.	
3.15. Provision of this service shall be in accordance with the SB-WLR Service Level Agreement annexed to this Document as Appendix 5.	3.15. Provision of this service shall be in accordance with the SB-WLR Service Level Agreement annexed to this Document as Appendix 5.	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
		22. It is not necessary for the Operator to make this warranty to Maltacom. This however is without prejudice to the Operator's obligations at law, particularly those relating to publicly available telephony services.
3.17. Both parties warrant that any use of subscriber information shall be restricted so as to ensure compliance with existing obligations under any applicable legislation, including but not limited to obligations under the Data Protection Act and under applicable competition legislation.	3.17. Both parties warrant that any use of subscriber information shall be restricted so as to ensure compliance with existing obligations under any applicable legislation, including but not limited to obligations under the Data Protection Act and under applicable competition legislation.	23. Both parties should comply with the respective legislation.
4. Charging	4. Charging	
4.1. Maltacom shall invoice the Operator a one-time charge for the testing and activation of SB-WLR and a per subscriber charge relating to SB-WLR provision as specified in Appendix 11 of this Document.	4.1. Maltacom shall invoice the Operator a one-time charge for the testing and activation of SB-WLR and a per subscriber charge relating to SB-WLR provision as specified in Appendix 11 of this Document.	24. As stated above, this WLR Offer represents the first version being rolled out of a Single Billing WLR product (see Comment 1). Therefore any references to a "temporary solution" should be removed, since they imply that the WLR product has a short-term duration, although it will be kept under continuous development.
4.2. The Operator shall be liable for invoiced amounts in accordance with Annex B of the Maltacom Interconnection Agreement.	4.2. The Operator shall be liable for invoiced amounts in accordance with Annex B of the Maltacom Interconnection Agreement.	
Appendix 1	Appendix 1	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
SB-WLR Product Description	SB-WLR Product Description	
1. The Scope of the SB-WLR Product	1. The Scope of the SB-WLR Product	
<p>The SB-WLR product shall enable the Operator to provide subscribers opting for the CPS All Calls service with a single bill covering all aspects of Voice Services. The Operator may provide their own ancillary services or purchase Ancillary Services from Maltacom on a wholesale basis and charge the subscriber for those services at its own rates.</p>	<p>The SB-WLR product shall enable the Operator to provide subscribers opting for the CPS All Calls service with a single bill covering all aspects of Voice Services. The Operator may provide their own ancillary services or purchase Ancillary Services from Maltacom on a wholesale basis and charge the subscriber for those services at its own rates.</p>	<p>25. The addition clarifies that the SB-WLR product operates vis-à-vis voice services including ancillary services.</p>
<p>It includes a wholesale service for Voice Services provided by Maltacom to its subscribers. This means that the Operator can achieve a single billing relationship with such subscribers when taking over a Maltacom account. In addition, new retail network based voice services introduced by Maltacom will have a corresponding wholesale service in the SB-WLR product where technically possible.</p>	<p>It includes a wholesale service for Voice Services provided by Maltacom to its subscribers. This means that the Operator can achieve a single billing relationship with such subscribers when taking over a Maltacom account. In addition, new relevant retail network based voice services introduced by Maltacom will have a corresponding wholesale service in the SB-WLR product where technically possible.</p>	<p>26. New relevant retail voice service offerings should also have corresponding wholesale services which the Operator may take over using SB-WLR.</p>
2. The Relationship between SB-WLR and CPS products	2. The Relationship between SB-WLR and CPS products	
<p>SB-WLR and CPS are distinct products. SB-WLR builds on the functionality of the CPS All Calls product. CPS products continue to be available in their current format and the future development of the CPS product is not tied to that of the SB-WLR product.</p>	<p>SB-WLR and CPS are distinct products. SB-WLR builds on the functionality of the CPS All Calls product. CPS products continue to be available in their current format and the future development of the CPS product is not tied to that of the SB-WLR product.</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>SB-WLR can only be made available on end subscriber lines where the Operator is both the chosen carrier on such lines as well as the operator requesting SB- WLR.</p> <p>Where a subscriber wishes to avail of CPS and SB-WLR they may sign up for both services on one Subscriber Authorisation Form. An existing CPS subscriber wishing to avail of SB-WLR will not be required to sign up for CPS again and will only be required to sign up for SB-WLR. The Operator will effectively submit CPS and single billing orders (SB-WLR) to Maltacom where required. The CPS ordering process as it is currently defined will remain unchanged.</p>	<p>SB-WLR can only be made available on end subscriber lines where the Operator is both the chosen carrier on such lines as well as the operator requesting SB- WLR.</p> <p>Where a subscriber wishes to avail of CPS and SB-WLR they may sign up for both services on one Subscriber Authorisation Form. An existing CPS subscriber wishing to avail of SB-WLR will not be required to sign up for CPS again and will only be required to sign up for SB-WLR. The Operator will effectively submit CPS and single billing orders (SB-WLR) to Maltacom where required. The CPS ordering process as it is currently defined will remain unchanged.</p>	<p>27. It is not necessary that the customer is required to sign two separate forms provided that the subscriber authorisation form contains all the information that is required in accordance with the RIO provisions relating to CPS and in the WLR Offer to SB-WLR.</p>
<p>3. Removing CPS from SB-WLR</p>	<p>3. Removing CPS from SB-WLR</p>	
<p>If at any time the CPS All Calls option with the Operator is removed from the line, for example where the subscriber moves to another CPS provider, then the SB-WLR service will be removed from that line and the line will revert to Maltacom’s retail arm.</p>	<p>If at any time the CPS All Calls option with the Operator is removed from the line, for example where the subscriber moves to another CPS provider, then the SB-WLR service will be removed from that line and the line will revert to Maltacom’s retail arm.</p>	
<p>4. Removing SB-WLR but maintaining CPS with the Operator</p>	<p>4. Removing SB-WLR but maintaining CPS with the Operator</p>	
<p>The subscriber can choose to remove SB-WLR but maintain the CPS All Calls relationship with the Operator. In this case the subscriber can request that Maltacom provides the retail line service but continues</p>	<p>The subscriber can choose to remove SB-WLR but maintain the CPS All Calls relationship with the Operator. In this case the subscriber can request that Maltacom provides the retail line service but continues to have CPS All Calls with</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
to have CPS All Calls with the Operator.	the Operator.	
5. Wholesale billing details and Routing matters	5. Wholesale billing details and Routing matters	
Maltacom shall provide wholesale billing details to the Operator who shall then bill the subscribers at its retail rates. Traffic is routed to the Operator Network in line with the CPS All Calls routing rules laid down in Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement.	Maltacom shall provide wholesale billing details to the Operator who shall then bill the subscribers at its retail rates. Traffic is routed to the Operator Network in line with the CPS All Calls routing rules laid down in Annex C of the Maltacom Interconnection Agreement.	28. Refer to Comment 10 above. Maltacom also proposed to insert the word “standard” in respect of the wholesale billing details provided. The Authority considers that the “standard” details must first be defined before qualifying this clause accordingly.
6. Final bill from Maltacom	6. Final bill from Maltacom	
Upon completion of the order in accordance with Clause 4.2 and 4.3 of Appendix 3 to this document, the subscriber will receive a final bill from Maltacom for voice services that will thereafter be billed by the Operator.	Upon completion of the order in accordance with Clause 4.2 and 4.3 of Appendix 3 to this document, the subscriber will receive a final bill from Maltacom for voice services that will thereafter be billed by the Operator. Maltacom may also opt to send the final bill as part of its routine billing run.	29. It is the subscriber (not the Operator) who will receive a final bill from Maltacom for unpaid services.
7. Numbering	7. Numbering	
Subscribers transferring existing lines from Maltacom to the Operator will retain their existing telephone number(s).	Subscribers transferring existing lines from Maltacom to the Operator will retain their existing telephone number(s).	
8. Entire or Partial transfer	8. Entire or Partial transfer	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>The Operator may place orders to convert an entire account to SB-WLR or may request a partial transfer by specifying that individual lines (and associated services) be converted to SB-WLR. In the case of partial transfers, Maltacom will split the account and will continue to bill the subscriber directly for services and lines not converted to SB-WLR.</p>	<p>The Operator may place orders to convert an entire account to SB-WLR or may request a partial transfer by specifying that individual lines (and associated services) be converted to SB-WLR. In the case of partial transfers, Maltacom will split the account and will continue to bill the subscriber directly for services and lines not converted to SB-WLR.</p>	
<p>9. Continuity of service</p>	<p>9. Continuity of service</p>	
<p>There will be no break in service as a result of SB-WLR being applied to a Subscriber's account/s.</p>	<p>There will be no break in service as a result of SB-WLR being applied to a Subscriber's account/s.</p>	
<p>10. Order Lead Times and Advanced Notification of Order Completion</p>	<p>10. Order Lead Times and Advanced Notification of Order Completion</p>	
<p>Order lead times and advanced notification of order completion shall be as set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.</p>	<p>Order lead times and advanced notification of order completion shall be as set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.</p>	
<p>11. House/Premises moves</p>	<p>11. House/Premises moves</p>	
<p>The SB-WLR product supports subscriber orders for house / premises moves. The operational processes minimise service interruption. Maltacom will allow a subscriber of the Operator to retain his existing number if Maltacom, in similar circumstances, would have allowed its retail subscriber to retain the number.</p>	<p>The SB-WLR product supports subscriber orders for house / premises moves. The operational processes minimise service interruption. Maltacom will allow a subscriber of the Operator to retain his existing number if Maltacom, in similar circumstances, would have allowed its retail subscriber to retain the number. Subscribers will contact the Operator</p>	<p>30. The amendment is based on the principle of non-discrimination. Once Maltacom's retail subscriber would have been able to port geographically, this facility should also be made available to the subscriber of the Operator.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
Subscribers will contact the Operator to place orders.	to place orders.	
11A. Ancillary Services on Analogue Lines	11A. Ancillary Services on Analogue Lines	
<p>Maltacom shall provide the ancillary services on SB-WLR Analogue Lines. These services shall be billed at wholesale rates to the Operator and the services are listed as follows:</p> <p>Call Code Controlled Barring and Debarring</p> <p>Call Transfer</p> <p>Abrided Dialling</p> <p>Conference Calls</p> <p>Do not Disturb</p> <p>Call Waiting</p> <p>Hot Line</p> <p>Alarm Call</p> <p>Ring Back</p> <p>Tring</p> <p>Calling Line Identification</p> <p>Phonemail</p>	<p>Maltacom shall provide the ancillary services on SB-WLR Analogue Lines. These services shall be billed at wholesale rates to the Operator and the services are listed as follows:</p> <p>Call Code Controlled Barring and Debarring</p> <p>Call Transfer</p> <p>Abrided Dialling</p> <p>Conference Calls</p> <p>Do not Disturb</p> <p>Call Waiting</p> <p>Hot Line</p> <p>Alarm Call</p> <p>Calling Line Identification</p> <p>Phonemail</p>	<p>31. The Authority is of the opinion that the Product Description should detail which ancillary services shall be provided by Maltacom within the context of the SB-WLR. Maltacom however identifies technical issues with certain ancillary services. The Authority is temporarily accepting to remove such services, however this decision will be kept under review.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>11B. Ancillary Services on ISDN Lines</p> <p>Maltacom shall provide the ancillary services on SB-WLR ISDN Lines. These services shall be billed at wholesale rates to the Operator and the services are listed as follows:</p> <p>Call Code Controlled Barring and Debarring</p> <p>Call Transfer</p> <p>Abridged Dialling</p> <p>Conference Calls</p> <p>Do not Disturb</p> <p>Call Waiting</p> <p>Hot Line</p> <p>Alarm Call</p> <p>Ring Back</p> <p>Tring</p> <p>Calling Line Identification</p> <p>Phonemail</p>	<p>11B. Ancillary Services on ISDN Lines</p> <p>Maltacom shall provide the ancillary services on SB-WLR ISDN Lines. These services shall be billed at wholesale rates to the Operator and the services are listed as follows:</p> <p>Call Code Controlled Barring and Debarring</p> <p>Call Transfer</p> <p>Abridged Dialling</p> <p>Conference Calls</p> <p>Do not Disturb</p> <p>Call Waiting</p> <p>Hot Line</p> <p>Alarm Call</p> <p>Calling Line Identification</p> <p>Phonemail</p>	
<p>11C. Ancillary Services Features</p>	<p>11C. Ancillary Services Features</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>Subscribers will contact the Operator to place orders for provision, changes or cessation of ancillary services. The Operator will then place orders with Maltacom for wholesale ancillary services as required. When an existing line is transferred to SB-WLR the Operator may optionally request that all existing ancillary services be replaced by their wholesale equivalents. Alternatively, the Operator may explicitly state which wholesale ancillary services are required and/or order additional ancillary services if required.</p>	<p>Subscribers will contact the Operator to place orders for provision, changes or cessation of ancillary services. The Operator will then place orders with Maltacom for wholesale ancillary services as required.</p> <p>When an existing line is transferred to SB-WLR the Operator may optionally request that all existing ancillary services be replaced by their wholesale equivalents. Alternatively, the Operator may explicitly state which wholesale ancillary services are required and/or order additional ancillary services if required.</p>	<p>32. Maltacom remarked that all requests for new, cancellation, or transfer, of ancillary services must be with the customer's consent. For line transfers this is in fact provided for in the Subscriber Authorisation Form set out in Appendix 6.</p> <p>33. The Operator option is on whether it provides its own ancillary services or purchases Maltacom wholesale ancillary services on a wholesale basis (and charges the customer for those services at its own rates).</p> <p>Maltacom will continue to provide and bill for any ancillary and non-voice services that are excluded from the definition of voice services.</p>
<p>12. Directory Entries</p>	<p>12. Directory Entries</p>	
<p>Once the subscriber's account has been ceased, Maltacom no longer has an obligation to provide information to the NDD from the close of business that day. Instead, this becomes the Operator's responsibility. Maltacom will enable the transfer of the NDD listing reference number from a Maltacom number to an Operator NDD reference number on completion of the SB-WLR order.</p>	<p>Once the subscriber's account has been ceased, Maltacom no longer has an obligation to provide information to the NDD from the close of business that day. Instead, this becomes the Operator's responsibility. Maltacom will enable the transfer of the NDD listing reference number from a Maltacom number to an Operator NDD reference number on completion of the SB-WLR order.</p>	<p>34. This provision enables a WLR operator to participate in the existing National Directory Database arrangements.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
13. Subscriber Contact	13. Subscriber Contact	
<p>The Operator will handle all subscriber contact for SB-WLR. A Losing Operator will not have any contact with subscribers for SB-WLR until period of four (4) months has elapsed following notification of the loss of service, except in the following circumstances:</p>	<p>The Operator will handle all subscriber contact for SB-WLR. A Losing Operator will not have any contact with subscribers for SB-WLR until a period of two (2) months has elapsed following notification of the loss of service, except in the following circumstances:</p>	<p>35. This clause prevents win-back activities or any other form of contact by the losing operator for a period of two months except in the instances delineated. This clause is without prejudice to any applicable data protection legislation. (See old clause 3.17) or any amendments to Decisions concerning Winback taken by the Authority.</p> <p>36. Reference is made to a Losing Operator rather than Maltacom, in order to take into account the scenario that the losing operator may be the Operator.</p>
<p>(a) when sending the subscriber a one-time unsolicited anti slamming letter within five (5) days following notification of the loss of service. This unsolicited contact with the subscriber must take the form of the anti-slamming letter in Appendix 10.</p>	<p>(a) when sending the subscriber a one-time unsolicited anti slamming letter within five (5) days following notification of the loss of service. This unsolicited contact with the subscriber must take the form of the anti-slamming letter in Appendix 10.</p>	<p>37. The anti-slamming letter will prevent instances of unauthorised SB-WLR. The amendments propose to limit the time within which the letter should be sent and to establish the wording of such letter in order that the letter would not serve to win-back or confuse subscribers.</p>
<p>(b) where necessary in relation to all appointments, changes to appointments and access arrangements with the subscriber for on-site engineering visits from Maltacom representatives on behalf of the Operator;</p>	<p>(b) where necessary in relation to all appointments, changes to appointments and access arrangements with the subscriber for on-site engineering visits from Maltacom representatives on behalf of the Operator;</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
(c) where the subscribers avail themselves of services from Maltacom that are directly billed to them by Maltacom; or	(c) where the subscribers avail themselves of services from Maltacom that are directly billed to them by Maltacom;	
(d) where the Operator requests Maltacom to contact the SB-WLR subscriber directly.	(d) where the Operator requests Maltacom to contact the SB-WLR subscriber directly; or	
	(e) to assist with the provision of service and/or maintenance or repair, provided that such contact is necessary for, and is limited to, the carrying out of such maintenance or repair.	38. This circumstance has been re-introduced in response to feedback received by Maltacom, provided that contact is restricted to maintenance of the network.
		39. This generic circumstance is already catered for in the other sub clauses described above.
If a subscriber contacts Maltacom with queries applicable to a SB-WLR account, Maltacom will direct the subscriber to contact the operator providing the service for assistance.	If a subscriber contacts Maltacom with queries applicable to a SB-WLR account, Maltacom will direct the subscriber to contact the operator providing the service for assistance.	
The above contacts from the subscriber cannot be used as a winback opportunity unless the subscriber specifically requests information in relation to services offered.	The above contacts from the subscriber cannot be used as a winback opportunity unless the subscriber specifically requests information in relation to services offered.	40. When the customer requests information this does not qualify as winback. Otherwise the listed exceptions are to apply only restrictively to the purpose of the contact.
When all existing Maltacom services are converted to SB-WLR, Maltacom's contract	When all existing Maltacom services are converted to SB-WLR, Maltacom's contract	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
with the subscriber will be terminated.	with the subscriber will be terminated.	
14. Charging	14. Charging	
The Operator shall charge subscribers at their own retail rates for their SB-WLR retail products that are based on Maltacom's SB-WLR wholesale product.	The Operator shall charge subscribers at their own retail rates for their SB-WLR retail products that are based on Maltacom's SB-WLR wholesale product.	
15. Credit Management	15. Credit Management	
The Operator will be responsible for all bad debts relating to SB-WLR.	The Operator will be responsible for all bad debts relating to SB-WLR.	
The Operator may request that credit management procedures be applied to SB-WLR lines using wholesale credit management tools and procedures.	The Operator may request that credit management procedures be applied to SB-WLR lines using wholesale credit management tools and procedures.	
The provisions of Appendix 8 of this Document shall further apply as may be relevant.	The provisions of Appendix 8 of this Document shall further apply as may be relevant.	
16. Order Handling and Provisioning	16. Order Handling and Provisioning	
The subscriber will sign a new Subscriber Authorisation Form when ordering SB-WLR. Further details on order handling are set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.	The subscriber will sign a new Subscriber Authorisation Form when ordering SB-WLR. Further details on order handling are set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.	
17. Fault Reception/Management	17. Fault Reception/Management	
All subscriber faults will be reported to the Operator. The Operator shall inform	All subscriber faults will be reported to the Operator. The Operator shall inform subscribers	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
subscribers clearly whom they are to contact in the event of a query or fault with the service.	clearly whom they are to contact in the event of a query or fault with the service.	
Maltacom will not accept fault reports directly from subscribers. If a subscriber contacts Maltacom in the case of SB-WLR, then such subscriber shall be advised to contact the Operator.	Maltacom will not accept fault reports directly from subscribers. If a subscriber contacts Maltacom in the case of SB-WLR, then such subscriber shall be advised to contact the Operator.	
If a subscriber contacts the Operator in the case of SB-WLR, the Operator shall handle such query. The Operator will prove the fault out of its network before reporting the fault to Maltacom. If the Operator determines that the fault resides in the Maltacom Network, it will inform Maltacom thereof. If Maltacom carries out a site visit in order to handle this fault and it transpires that such fault is not attributable to the Maltacom Network, Maltacom shall charge the Operator the relevant charge set out in Appendix 11 of this Document.	If a subscriber contacts the Operator in the case of SB-WLR, the Operator shall handle such query. The Operator will prove the fault out of its network before reporting the fault to Maltacom. If the Operator determines that the fault resides in the Maltacom Network, it will inform Maltacom thereof. If Maltacom carries out a site visit in order to handle this fault and it transpires that such fault is not attributable to the Maltacom Network, Maltacom shall charge the Operator the relevant charge set out in Appendix 11 of this Document.	
The provisions of Appendix 9 of this Document shall further apply to regulate fault reception and management processes.	The provisions of Appendix 9 of this Document shall further apply to regulate fault reception and management processes.	
18. SB-WLR service constraints	18. SB-WLR service constraints	
The Operator acknowledges and accepts that certain Ancillary Services may not be available to the Operator due to limitations of the Operator's network.	The Operator acknowledges and accepts that certain Ancillary Services may not be available to the Operator due to limitations of the Operator's network.	41. The Authority is proposing to limit the service limitations suggested by Maltacom on the basis that the only justified technical limitation is that resulting from the

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
		<p>Operator’s network. Other ancillary services that may not technically be provided on a wholesale basis or otherwise included in the SB-WLR offer would not be included in the first place in the lists in clauses 11A and 11B respectively.</p>
		<p>42. Engineering visits are regulated according to the Order Handling Procedure Manual in Appendix 3 and Appendix 4. Surveys are generally only required in the case of SB-WLR for new or additional lines.</p> <p>43. Maltacom submitted that this clause should be retained, in particular where a new service request may require the access network to be extended at a high cost to be borne by the customer. The Authority is of the opinion that, subject to Maltacom’s Universal Service Obligations, such instances should be treated in a non-discriminatory manner in the same way as similar requests received</p>

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		<p>from Maltacom's own retail customers, and charged the same prices. This matter therefore does not qualify as a "technical limit" applicable to SB-WLR <i>per se</i> and Appendix 4 and Appendix 11 already cover such eventualities.</p>
<p>19. New Retail Service</p>	<p>19. New Retail Service</p>	
<p>In the event of Maltacom launching a new retail service, then both Parties to this Agreement shall co-operate to ensure that the processes for SB-WLR are reviewed to enable a wholesale equivalent for each retail service product.</p>	<p>In the event of Maltacom launching a new relevant retail voice service, then both Parties to this Agreement shall co-operate to ensure that the processes for SB-WLR are reviewed to enable a wholesale equivalent for each relevant retail service product where technically possible.</p>	<p>44. This clause requires Maltacom to provide wholesale services for any new retail ancillary services that may be developed or provided over time where technically possible.</p> <p>The clause is not to be interpreted to mean that any discounts or bundles of services should be likewise offered as bundles on a wholesale basis. It is sufficient that the services are offered on an unbundled basis to the Operator.</p> <p>Nonetheless, the Authority will, as appropriate, ascertain that any special offer or bundle may be replicated by the Operator and that the said offer or bundle does not amount to a margin squeeze or predatory pricing.</p>
<p>Appendix 2</p>	<p>Appendix 2</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
Billing Process	Billing Process	
		<p>45. This document is a defined specification of a first version of the SB-WLR product. Therefore, the Authority proposes that the main elements of the product are covered by the Document. Although, undoubtedly, billing information specifications may be further defined, especially with the eventual development of a WLR electronic gateway, at this stage the Authority proposes to set out some basic clauses relating to the Billing Process.</p>
1. Schedule of Billing Cycles	1. Schedule of Billing Cycles	
<p>Maltacom will supply Operators with a schedule of bill run dates for the following twelve (12) months. The exact dates are subject to reasonable operational considerations and may vary accordingly.</p>	<p>Maltacom will supply Operators with a schedule of wholesale bill run dates for the following twelve (12) months. The exact dates are subject to reasonable operational considerations and may vary accordingly.</p>	<p>46. The Authority believes that this bill run schedule will act as a guide for the Operator with regard to Major Account Billing dates. It is being clarified that information regards wholesale billing runs.</p>
2. Application and Removal of CPS	2. Application and Removal of CPS	
<p>In the case of calls that are included in the CPS 'all calls' product, the Operator that carried the traffic will be responsible for billing the subscriber (normally the Operator</p>	<p>The Operator that carried the traffic will be responsible for billing the subscriber (normally the CPS Operator until CPS is removed or changed to another Operator).</p>	<p>47. Rearranged to clarify following feedback from Maltacom.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>until CPS is removed or changed to another Operator).</p> <p>In the case of calls that are excluded from the CPS 'all calls' product, the losing operator will be responsible for billing the subscriber for calls made up to the Order Completion Date and the gaining operator will be responsible for calls made after the Order Completion Date.</p> <p>Operators should never receive call records from Maltacom for CPS included call types.</p>	<p>The losing operator will be responsible for billing the subscriber for calls made up to the Order Completion Date and the gaining operator will be responsible for calls made after the Order Completion Date.</p>	
<p>3. Final Bills.</p>	<p>3. Final Bills.</p>	
<p>When a subscriber account is transferred to SB-WLR, Maltacom will issue a final bill to the subscriber.</p> <p>In certain cases, Maltacom may need to issue a second final bill if call records arrive after the first final bill has been issued.</p> <p>Provided that were certain voice services have been paid upfront by the subscriber for a specified duration, which duration includes a period following the Order Completion Date, Maltacom shall remit the subscriber with a pro-rata amount of any payments made for this period following the Order Completion Date.</p>	<p>When a subscriber account is transferred to SB-WLR, Maltacom will issue a final bill to the subscriber in respect of the voice services transferred to SB-WLR.</p> <p>Maltacom may opt to send the final bill as part of its routine billing run. In certain cases, Maltacom may need to issue a second final bill if call records arrive after the first final bill has been issued.</p> <p>Provided that were certain voice services have been paid upfront by the subscriber for a specified duration, which duration includes a period following the Order Completion Date, Maltacom shall remit the subscriber with a pro-rata amount of any payments made for this period following the Order Completion Date.</p>	<p>48. Paragraph amended on Maltacom suggestions.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
Appendix 3	Appendix 3	
Order Handling Procedure Manual	Order Handling Procedure Manual	
		49. Refer above (see comment 45)
1. Introduction	1. Introduction	
<p>This Appendix outlines the processes for the ordering of SB-WLR on existing accounts. The SB-WLR subscriber will purchase services from the Operator and enter into the necessary contractual relationship with the Operator in relation to such services. The Operator may either take over the rental of Maltacom lines or place orders with Maltacom for new or additional lines in accordance with the processes laid down in Appendix 4 of this Document.</p>	<p>This Appendix outlines the processes for the ordering of SB-WLR on existing accounts. The SB-WLR subscriber will purchase services from the Operator and enter into the necessary contractual relationship with the Operator in relation to such services. The Operator may either take over the rental of Maltacom lines or place orders with Maltacom for new or additional lines in accordance with the processes laid down in Appendix 4 of this Document.</p>	
2. Continuity of Service – Ancillary Services for SB-WLR.	2. Continuity of Service – Ancillary Services for SB-WLR.	
<p>Maltacom will accept orders from the Operator that specify Ancillary Services requested by the SB-WLR subscriber to be included within such subscriber’s SB-WLR solution provided that the Ancillary Service may be requested in accordance with Clauses 11A and 11B of Appendix 1 of this Document..</p>	<p>Maltacom will accept orders from the Operator that specify Ancillary Services requested by the SB-WLR subscriber to be included within such subscriber’s SB-WLR solution provided that the Ancillary Service may be requested in accordance with Clauses 11A and 11B of Appendix 1 of this Document..</p>	50. Once the Ancillary Service is listed in the Clauses 11A and 11B of Appendix 1 then it makes sense in the offer and is to be provided by Maltacom.
<p>The SB-WLR subscriber has the option to request that Ancillary Services provided by</p>	<p>The SB-WLR subscriber has the option to request that Ancillary Services provided by</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
Maltacom will retain the same status that they would have had prior to the SB-WLR transfer of such subscriber's line rental to the Operator.	Maltacom will retain the same status that they would have had prior to the SB-WLR transfer of such subscriber's line rental to the Operator.	
Alternatively the SB-WLR subscriber may opt to order Ancillary Services to be included within such subscriber's SB-WLR solution on an individual basis. Upon SB-WLR being activated on all Voice Services and any ordered Ancillary Services, Maltacom will send a completion notification to the Operator.	Alternatively the SB-WLR subscriber may opt to order Ancillary Services to be included within such subscriber's SB-WLR solution on an individual basis. Upon SB-WLR being activated on all Voice Services and any ordered Ancillary Services, Maltacom will send a completion notification to the Operator.	
3. Order Format	3. Order Format	
All orders for SB-WLR products shall be placed via e-mail of the Subscriber Authorisation Form. The Operator must have received a signed Subscriber Authorisation Form from the SB-WLR subscriber before the Operator may place a SB-WLR and Ancillary Services order with Maltacom. The Operator must retain in its records the Subscriber Authorisation Form signed in original by the SB- WLR subscriber.	All orders for SB-WLR products shall be placed via e-mail of the Subscriber Authorisation Form. The Operator must have received a signed Subscriber Authorisation Form from the SB-WLR subscriber before the Operator may place a SB-WLR and Ancillary Services order with Maltacom. The Operator must retain in its records the Subscriber Authorisation Form signed in original by the SB- WLR subscriber.	It is sufficient, insofar as Maltacom is concerned, that the Operator has acquired a Subscriber Authorisation Form and has emailed a copy of the form to Maltacom. The SB-WLR may not be refused if a subscriber contract has not been signed in addition to the Subscriber Authorisation Form. This is without prejudice to the obligation of the Operator to ensure that a subscriber contract is in fact entered into.
4. Ordering Processes for SB-WLR	4. Ordering Processes for SB-WLR	
4.1. Introduction	4.1. Introduction	
This process describes how SB-WLR orders are placed for existing Maltacom PSTN lines	This process describes how SB-WLR orders are placed for existing Maltacom PSTN lines by the	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
by the Operator.	Operator.	
4.2 Process	4.2 Process	
<p>The order is submitted by the Operator to Maltacom via email in the format laid down by Clause 3 above. Maltacom accepts or rejects the order within one (1) working day. If rejected, the order is returned to the Operator via email with a rejection code stating the reason for rejection. If the order is accepted, it will be completed within five (5) working days. On completion, Maltacom shall send a completion notification to the Operator.</p>	<p>The order is submitted by the Operator to Maltacom via email in the format laid down by Clause 3 above. Maltacom accepts or rejects the order within three (3) working day. If rejected, the order is returned to the Operator via email with a rejection code stating the reason for rejection. If the order is accepted, it will be completed within five (5) working days. On completion, Maltacom shall send a completion notification to the Operator.</p>	<p>51. Following consultation the Authority is amending the time for Maltacom to accept or reject an order for SB-WLR on an existing PSTN line to three working days during the “running in” period of the SB-WLR product.</p> <p>52. Furthermore, five working days should also be sufficient for completing the service.</p>
4.3 Commencement and Cessation of Billing	4.3 Commencement and Cessation of Billing	
<p>The CPSO shall commence billing and the Operator shall finish billing on the midnight of the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 4.2.</p>	<p>The CPSO shall commence billing and the Operator shall finish billing on the midnight of the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 4.2.</p>	<p>53. This added clause is similar to that in clause 5.3 below in relation to Ancillary Services.</p>
5. Ancillary Services	5. Ancillary Services	
5.1. Introduction	5.1. Introduction	
<p>Once a SB-WLR subscriber has availed himself of SB-WLR, he can then request the Operator to place an order with Maltacom on his behalf in order that changes may be made to his Ancillary Services.</p>	<p>Once a SB-WLR subscriber has availed himself of SB-WLR, he can then request the Operator to place an order with Maltacom on his behalf in order that changes may be made to his Ancillary Services.</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
5.2. Process	5.2. Process	
<p>The Operator places a Modified Ancillary Services order on the appropriate form annexed to this Document at Appendix 6 via email. This order will contain the subscriber's telephone number and name/address and will specify required change(s). Maltacom will not issue an acceptance notification to the Operator but will process valid orders and notify the Operator of the completion. Requests for modified Ancillary Services shall be processed within two (2) hours from the date on which Maltacom receives the order for such modification from the Operator. The Operator</p>	<p>The Operator places a Modified Ancillary Services order on the appropriate form annexed to this Document at Appendix 6 via email. This order will contain the subscriber's telephone number and name/address and will specify required change(s). Maltacom will not issue an acceptance notification to the Operator but will process valid orders and notify the Operator of the completion. Requests for modified Ancillary Services shall be processed within two (2) working days from the date on which Maltacom receives the order for such modification from the Operator. The Operator</p>	<p>54. Following consultation, the Authority is amending the timeframe to process the order to two working days, which timeframe will be kept under review.</p> <p>55. Because the application process for Ancillary Services requires merely listing the services, there is no possibility for invalid orders.</p>
5.3. Commencement of billing for Ancillary Services	5.3. Commencement of billing for Ancillary Services	
<p>Billing for Ancillary Services shall commence on the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 5.2.</p>	<p>Billing for Ancillary Services shall commence on the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 5.2.</p>	
6. Subscriber removes SB-WLR but maintains CPS with the operator	6. Subscriber removes SB-WLR but maintains CPS with the operator	
6.1. Introduction	6.1. Introduction	
<p>In this scenario a SB-WLR subscriber, who has CPS and SB-WLR with the Operator,</p>	<p>In this scenario a SB-WLR subscriber, who has CPS and SB-WLR with the Operator, wishes to</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>wishes to remove SB-WLR but maintain the CPS "All Calls" relationship with the Operator while requesting Maltacom to provide him with the retail line service. To this end the subscriber would need to sign up for line services with Maltacom.</p>	<p>remove SB-WLR but maintain the CPS "All Calls" relationship with the Operator while requesting Maltacom to provide him with the retail line service. To this end the subscriber would need to sign up for line services with Maltacom.</p>	
<p>6.2. Process</p>	<p>6.2. Process</p>	
<p>Where a subscriber of the Operator contacts Maltacom to return as a Maltacom subscriber and provided that Maltacom receives a signed Subscriber Authorisation Form from the subscriber, Maltacom shall, in such circumstances, provide a retail line service as well as Ancillary Services. If the order is accepted by Maltacom, it will be completed within five (5) working days. On completion Maltacom shall send a completion notification to the Operator stating that Maltacom has reverted the retail line to Maltacom retail and that CPS has been maintained on the line with the Operator.</p>	<p>Where a subscriber of the Operator contacts Maltacom to return as a Maltacom subscriber and provided that Maltacom receives a signed Subscriber Authorisation Form from the subscriber, Maltacom shall, in such circumstances, provide a retail line service as well as Ancillary Services. If the order is accepted by Maltacom, it will be completed within five (5) working days. On completion Maltacom shall send a completion notification to the Operator stating that Maltacom has reverted the retail line to Maltacom retail and that CPS has been maintained on the line with the Operator.</p>	<p>56. See above (Comment 52)</p>
<p>6.3. Cessation of Billing</p>	<p>6.3. Cessation of Billing</p>	
<p>Cessation of Billing of the SB-WLR subscriber – Maltacom will provide the Operator with a completion date. Maltacom shall commence billing and the Operator will cease to bill the subscriber on the midnight of the completion date..</p>	<p>Cessation of Billing of the SB-WLR subscriber – Maltacom will provide the Operator with a completion date. Maltacom shall commence billing and the Operator will cease to bill the subscriber on the midnight of the completion date..</p>	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
7. Change of Telephone Number for SB-WLR subscriber	7. Change of Telephone Number for SB-WLR subscriber	
7.1. Introduction	7.1. Introduction	
In this scenario, a SB-WLR subscriber wishes to change the telephone number of an existing line.	In this scenario, a SB-WLR subscriber wishes to change the telephone number of an existing line.	
7.2. Process	7.2. Process	
The Operator submits a Renumber Request Order, on the appropriate form to Maltacom via email. Maltacom accepts or rejects the order. The order will be accepted or rejected within two (2) working days. If the order is rejected, a rejection notice will be sent to the Operator via email.	The Operator submits a Renumber Request Order, on the appropriate form to Maltacom via email. Maltacom accepts or rejects the order. The order will be accepted or rejected within three (3) working days. If the order is rejected, a rejection notice will be sent to the Operator via email.	57. Following consultation, the Authority is amending the period for processing the change of telephone number to three working days, which timeframe will be kept under review.
If the order is accepted, Maltacom allocates a new number for the subscriber and issues a completion notification via email to the Operator. This notification will advise the Operator of the new number.	If the order is accepted, Maltacom allocates a new number for the subscriber and issues a completion notification via email to the Operator. This notification will advise the Operator of the new number.	
8. Request for additional DDIs and MSNs	8. Request for additional DDIs and MSNs	
8.1. Introduction	8.1. Introduction	
In this scenario a SB-WLR subscriber wishes to order additional Direct Dialling In (DDI) telephone numbers or Multiple Subscriber Numbers (MSN) to be applied to existing ISDN lines.	In this scenario a SB-WLR subscriber wishes to order additional Direct Dialling In (DDI) telephone numbers or Multiple Subscriber Numbers (MSN) to be applied to existing ISDN lines.	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
8.2. Process	8.2. Process	
The Operator submits a DDI/MSN order, on the appropriate form to Maltacom via email. If the order is valid Maltacom allocates new number(s) for the subscriber and returns the DDI/MSN number in the completed order within two (2) working days.	The Operator submits a DDI/MSN order, on the appropriate form to Maltacom via email. If the order is valid Maltacom allocates new number(s) for the subscriber and returns the DDI/MSN number in the completed order within three (3) working days.	58. Following consultation, the Authority is amending the period for processing the request for additional DDIs and MSNs to three working days, which timeframe will be kept under review.
9. Request to terminate the use of DDIs and MSNs	9. Request to terminate the use of DDIs and MSNs	
9.1. Introduction	9.1. Introduction	
In this scenario a SB-WLR subscriber wishes to terminate the use of DDI or MSN numbers associated with an existing ISDN line.	In this scenario a SB-WLR subscriber wishes to terminate the use of DDI or MSN numbers associated with an existing ISDN line.	
9.2. Process	9.2. Process	
The Operator submits a DDI/MSN Termination order, on the appropriate form to Maltacom via email. If the order is valid, Maltacom terminates the DDI/MSN number(s) for the subscriber and completes the order within two (2) working days.	The Operator submits a DDI/MSN Termination order, on the appropriate form to Maltacom via email. If the order is valid, Maltacom terminates the DDI/MSN number(s) for the subscriber and completes the order within three (3) working days.	59. See above (Comment 58)
10. Subscriber terminates all his Voice Services and his line is de-activated	10. Subscriber terminates all his Voice Services and his line is de-activated	
10.1 Introduction	10.1 Introduction	
In this scenario a SB-WLR subscriber wishes	In this scenario a SB-WLR subscriber wishes to	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
to terminate all his Voice Services associated with a SB-WLR account. All lines that are so terminated will automatically revert to Maltacom.	terminate all his Voice Services associated with a SB-WLR account. All lines that are so terminated will automatically revert to Maltacom.	
10.2. Process	10.2. Process	
The Operator places a Cease Line order with Maltacom via email, on the appropriate form, ordering the termination of SB-WLR, CPS and Ancillary Services in relation to the particular SB-WLR subscriber. The order must indicate the full list of telephone numbers that the Operator requires to be terminated.	The Operator places a Cease Line order with Maltacom via email, on the appropriate form, ordering the termination of SB-WLR, CPS and Ancillary Services in relation to the particular SB-WLR subscriber. The order must indicate the full list of telephone numbers that the Operator requires to be terminated.	
Maltacom must complete the order within two (2) working days and must send the Operator a completion notification.	Maltacom must complete the order within three (3) working days and must send the Operator a completion notification.	<p>60. The wording is amended slightly to show that the order needs to be completed within the time period.</p> <p>Following consultation, the Authority is amending the period for processing the order to three working days, which timeframe will be kept under review.</p>
10.3. Cessation of Billing	10.3. Cessation of Billing	
Maltacom will provide the Operator with a completion date. The Operator will cease to bill the subscriber at midnight on that same date.	Maltacom will provide the Operator with a completion date. The Operator will cease to bill the subscriber at midnight on that same date.	61. This in accordance with 4.3 of this Appendix.
11. Hunt Groups	11. Hunt Groups	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>If a SB-WLR subscriber has a Hunt Group and he wishes to have SB-WLR applied to only part of that Hunt Group, then a request should be made, on the appropriate form, in the first instance for Maltacom to 'split' the Hunt Group according to the subscriber's instructions. This will result in the subscriber having two separate Hunt Groups. The subscriber can then place an order for one of the Hunt Groups to have SB-WLR applied to it by the Operator.</p>	<p>If a SB-WLR subscriber has a Hunt Group and he wishes to have SB-WLR applied to only part of that Hunt Group, then a request should be made, on the appropriate form, in the first instance for Maltacom to 'split' the Hunt Group according to the subscriber's instructions. This will result in the subscriber having two separate Hunt Groups. The subscriber can then place an order for one of the Hunt Groups to have SB-WLR applied to it by the Operator.</p>	
<p>Appendix 4</p>	<p>Appendix 4</p>	
<p>Ordering Processes relating to New or Additional Lines for SB-WLR</p>	<p>Ordering Processes relating to New or Additional Lines for SB-WLR</p>	
<p>1. Ordering Processes</p>	<p>1. Ordering Processes</p>	
<p>1.1. Provision of Additional Line</p>	<p>1.1. Provision of Additional Line</p>	
<p>1.1.1. Introduction</p>	<p>1.1.1. Introduction</p>	
<p>In this scenario a SB-WLR subscriber wishes to order (an) Additional Line(s).</p>	<p>In this scenario a SB-WLR subscriber wishes to order (an) Additional Line(s).</p>	
<p>1.1.2. Standard Process</p>	<p>1.1.2. Standard Process</p>	
<p>In this case Maltacom will need to make an appointment with the SB-WLR subscriber to visit his premises in order to complete the installation and testing of the Additional Line(s). If the customer fails to meet the appointment Maltacom will contact the</p>	<p>In this case Maltacom will need to make an appointment with the SB-WLR subscriber to visit his premises in order to complete the installation and testing of the Additional Line(s). If the customer fails to meet the appointment Maltacom will contact the</p>	<p>62. Because Maltacom does not charge its retail customers for failing to meet appointments in cases of installation of additional lines, it is being proposed that such charges should not be levied upon the</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
<p>customer to re-schedule the appointment or alternatively the customer may call Maltacom to re-schedule the appointment following receipt of a 'calling card' from the technician. The Operator will be notified of same.</p>	<p>customer to re-schedule the appointment or alternatively the customer may call Maltacom to re-schedule the appointment following receipt of a 'calling card' from the technician. The Operator will be notified of same.</p>	<p>Operator.</p> <p>63. Maltacom suggested that where it charges its retail customers such a charge, it will be entitled to charge the Operator the same fee. The Authority notes that Maltacom does not list such a charge in its price list, and will therefore consider such an amendment to the WLR Offer only if such a retail charge had to be levied by Maltacom.</p>
<p>1.1.3. Process documentation</p>	<p>1.1.3. Process documentation</p>	
<p>The Operator collects directory details from the SB-WLR subscriber and completes an Additional Lines order. This order must contain the Ancillary Services requested on the line/s and any Hunt Group information (if required). If the order is valid, the service will be delivered in accordance with the terms and conditions of Maltacom's Customer Charter.</p>	<p>The Operator collects directory details from the SB-WLR subscriber and completes an Additional Lines order. This order must contain the Ancillary Services requested on the line/s and any Hunt Group information (if required). If the order is valid, the service will be delivered in accordance with the terms and conditions of Maltacom's Customer Charter.</p>	
<p>Upon completion of the installation, Maltacom will send a completion notification to the Operator. Maltacom will complete the activation of the line prior to sending the Completion Notification to the Operator. At this point, the line will be live (dial tone</p>	<p>Upon completion of the installation, Maltacom will send a completion notification to the Operator. Maltacom will complete the activation of the line prior to sending the Completion Notification to the Operator. At this point, the line will be live (dial tone available)</p>	<p>64. This amendment specifies that the line has to be activated prior to Maltacom sending a completion notification.</p>

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
available) and CPS 'All-Calls' in operation.	and CPS 'All-Calls' in operation.	
1.2. Provision of New Line	1.2. Provision of New Line	
The order process for the provision of a New Line is the same as that for the provision of an Additional Line, with the exception that a different request form is to be completed.	The order process for the provision of a New Line is the same as that for the provision of an Additional Line, with the exception that a different request form is to be completed.	
2. New / Additional Lines of the ISDN BRA type Order Process	2. New / Additional Lines of the ISDN BRA type Order Process	
2.1 Provision of Additional Lines (ISDN BRA)	2.1 Provision of Additional Lines (ISDN BRA)	
2.1.1. Introduction	2.1.1. Introduction	
This scenario is where a subscriber is an existing SB-WLR subscriber and wishes to have an Additional Line (ISDN BRA) provided at his premises.	This scenario is where a subscriber is an existing SB-WLR subscriber and wishes to have an Additional Line (ISDN BRA) provided at his premises.	
2.1.2. Process	2.1.2. Process	
The Operator completes an order for Additional Lines (ISDN BRA). Maltacom ensures that all necessary data has been collected by the Operator from the SB- WLR subscriber. The order is sent via email to Maltacom. Maltacom will send a completion notification to the Operator via email.	The Operator completes an order for Additional Lines (ISDN BRA). Maltacom ensures that all necessary data has been collected by the Operator from the SB- WLR subscriber. The order is sent via email to Maltacom. Maltacom will send a completion notification to the Operator via email.	
2.2. Provision of New Line (ISDN BRA)	2.2. Provision of New Line (ISDN BRA)	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
2.2.1. Introduction	2.2.1. Introduction	
This scenario is where a subscriber is already a SB-WLR subscriber and wishes to have a New Line (ISDN BRA) provided at his premises.	This scenario is where a subscriber is already a SB-WLR subscriber and wishes to have a New Line (ISDN BRA) provided at his premises.	
2.2.2 Process	2.2.2 Process	
This process is the same as that for the provision of an Additional Line Section 1.1 of this Appendix), with the exception that a different request form is to be completed.	This process is the same as that for the provision of an Additional Line Section 1.1 of this Appendix), with the exception that a different request form is to be completed.	
3. Change of Installation Address	3. Change of Installation Address	
3.1. Introduction	3.1. Introduction	
This section describes the processes for the transfer of an existing account and the associated lines and Ancillary Services to new premises.	This section describes the processes for the transfer of an existing account and the associated lines and Ancillary Services to new premises.	
Where the transfer requires a move to be made inside the exchange area, the existing telephone number of the SB-WLR subscriber shall be maintained by such subscriber if Maltacom, in similar circumstances, would have allowed its retail subscriber to retain the number.	Where the transfer requires a move to be made inside the exchange area, the existing telephone number of the SB-WLR subscriber shall be maintained by such subscriber if Maltacom, in similar circumstances, would have allowed its retail subscriber to retain the number.	65. As stated above (see Comment 30) if Maltacom's retail subscriber would have been able to retain his telephone number in similar circumstances, this facility should also be made available to the subscriber of the Operator.
Where a SB-WLR subscriber has a DSL	Where a SB-WLR subscriber has a DSL service	

Amendments in Proposed Decision	Final Amendments by Authority	Comments & Feedback Received
service on his line, then this service must be transferred concurrently with the transfer of the existing account that takes place in accordance with this clause.	on his line, then this service must be transferred concurrently with the transfer of the existing account that takes place in accordance with this clause.	
3.2. Ordering Process	3.2. Ordering Process	
Lines will be provided at the new address and ceased at the old address. No special processes are required for this scenario. The provision of new lines will follow the processes described in Section 1.1.2.. Cessation of lines at the current premises will follow the processes described in Section 10 of Appendix 3 above.	Lines will be provided at the new address and ceased at the old address. No special processes are required for this scenario. The provision of new lines will follow the processes described in Section 1.1.2.. Cessation of lines at the current premises will follow the processes described in Section 10 of Appendix 3 above.	
The Operator shall be responsible for co-ordinating the orders for provision/cessation since Maltacom will not make any linkage between the orders. The Operator shall complete an order for change in installation address and submit the same, as completed, to Maltacom via email. Following completion of the installation, Maltacom will send a completion notification to the Operator via email.	The Operator shall be responsible for co-ordinating the orders for provision/cessation since Maltacom will not make any linkage between the orders. The Operator shall complete an order for change in installation address and submit the same, as completed, to Maltacom via email. Following completion of the installation, Maltacom will send a completion notification to the Operator via email.	
Appendix 5	Appendix 5	
SB-WLR Service Level Agreement	SB-WLR Service Level Agreement	
The Service Level Agreement published in the Maltacom Customer Charter shall apply to regulate service levels for SB-WLR.	The Service Level Agreement published in the Maltacom Customer Charter shall apply to regulate service levels for SB-WLR.	66. Refer to summary of responses to consultation in Section 2.

Appendix 6	
Subscriber Authorisation Form and Service Request	

WHOLESALE LINE RENTAL

Customer Authorisation Form [Operator Brand Name - Optional]

Single Billing Telephone Service

Customer/Company Name: _____

Address: _____

GO/Maltacom Account number(s): _____

Please tick one box

Transfer all lines and associated ancillary services in the above account(s)

OR

Transfer only those lines and/or associated ancillary services listed on the attached form

I authorise GO/Maltacom to transfer the designated telephone lines and their associated ancillary services to my chosen operator [or 'name of operator']. I understand that GO/Maltacom will activate a facility so that all calls on these lines will be handled by my chosen operator [or 'name of operator'] and this will override any alternative service provision options already in place. I am authorised to act on behalf of the household or company in this matter.

To ensure the efficient provision of facilities such as directory enquiries and telephone line fault handling, GO/Maltacom may retain the customer name, address and telephone service details. This data is also passed to the new operator [or name of operator]. I consent to the retention and sharing of such data in order for service to be provided to me.

I understand that GO/Maltacom is not allowed to initiate contact with me from when it is aware of my signed application form and for a period of two months after the migration has been successfully completed, and that I should report any violations of this requirement to the my chosen operator [or 'name of operator']. Nevertheless, I may contact GO/Maltacom if I wish to do so.

I hereby declare that I am aware that after signing this application form, my chosen operator [or 'name of operator'] shall not accept another application on my behalf to migrate back to GO/Maltacom or any other service provider for a period of two months after completion of the migration process.

Name & Surname (Please Print): _____

Signature: _____

Date: _____

Appendix 7	Appendix 7	
Subscriber Contract	Subscriber Contract	
		67. See comment 9
<p>In order to offer the Single Billing service to a subscriber, the operator must enter into a written contract with that subscriber. Without prejudice to any other requirements at law, contracts must <i>inter alia</i> :</p> <p>(a) be written in clear and understandable language;</p> <p>(b) allow for a five (5) day cooling off period from the signing of the Subscriber Authorisation Form during which time subscribers who have consented to switch could decide to reverse this decision at no cost except for the relevant charges for services used;</p> <p>(c) set out clearly how the subscriber can terminate the contract;</p> <p>(d) set out clearly for the subscriber any minimum period during which the contract will remain in force and explicitly state the penalties for breach of the minimum contract period;</p> <p>(e) set out clearly any upfront charge to the subscriber;</p>	<p>In order to offer the Single Billing service to a subscriber, the operator must enter into a written contract with that subscriber. Without prejudice to any other requirements at law, contracts must <i>inter alia</i> :</p> <p>(a) be written in clear and understandable language;</p> <p>(b) without prejudice to any other applicable consumer protection legislation, allow for a five (5) day cooling off period from the signing of the Subscriber Authorisation Form during which time subscribers who have consented to switch could decide to reverse this decision at no cost except for the relevant charges for services used,;</p> <p>(c) set out clearly how the subscriber can terminate the contract;</p> <p>(d) set out clearly for the subscriber any minimum period during which the contract will remain in force and explicitly state the penalties for breach of the minimum contract period;</p> <p>(e) set out clearly any upfront charge to the</p>	68. Refer to summary of responses to consultation in Section 2.

<p>(f) set out clearly tariffs, payment options and billing frequency;</p> <p>(g) set out clearly how the subscriber will be informed of variations to the contract, including any tariff changes and the notice period they will be given before these come into effect;</p> <p>(h) be fair and reasonable;</p> <p>(i) describe the service to be provided;</p> <p>(j) include an option for the subscriber to reject unsolicited communications and confirm that usage of all subscriber data shall comply with the data protection legislation;</p> <p>(k) include a customer service contact number;</p> <p>(l) set out what compensation or refund arrangements are in place if service level commitments are not provided;</p> <p>(m) explain how disputes can be resolved;</p> <p>(n) set out clearly the rights which the operator has to suspend and/or terminate their contract with the subscriber (e.g. for persistent non-payment) and the circumstances in which calls will revert to Maltacom; and</p> <p>(o) include the Subscriber Authorisation Form, as set out in Appendix 6 of this</p>	<p>subscriber;</p> <p>(f) set out clearly tariffs, payment options and billing frequency;</p> <p>(g) set out clearly how the subscriber will be informed of variations to the contract, including any tariff changes and the notice period they will be given before these come into effect;</p> <p>(h) be fair and reasonable;</p> <p>(i) describe the service to be provided;</p> <p>(j) include an option for the subscriber to reject unsolicited communications and confirm that usage of all subscriber data shall comply with the data protection legislation;</p> <p>(k) include a customer service contact number;</p> <p>(l) set out what compensation or refund arrangements are in place if service level commitments are not provided;</p> <p>(m) explain how disputes can be resolved;</p> <p>(n) set out clearly the rights which the operator has to suspend and/or terminate their contract with the subscriber (e.g. for persistent non-payment) and the circumstances in which voice services will revert to Maltacom; and</p> <p>(o) include the Subscriber Authorisation Form, as set out in Appendix 6 of this document, which shall be signed by the subscriber who shall be given a copy or a facility to retain a</p>	
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document, which shall be signed by the subscriber who shall be given a copy or a facility to retain a copy.	copy.	
Appendix 8	Appendix 8	
Credit Management Processes for SB-WLR	Credit Management Processes for SB-WLR	
1 Introduction	1 Introduction	
Where the Operator wishes to carry out credit control by temporarily suspending a SB-WLR subscriber's service it will issue a request to Maltacom to this effect and request temporary disconnection of the said subscriber's service. Such service to the subscriber would as a result be temporarily suspended but would continue to give rise to rental charges until the line is permanently disconnected. Upon request by the Operator, Maltacom will end the suspension and resume normal service to the SB-WLR subscriber.	Where the Operator wishes to carry out credit control by temporarily suspending a SB-WLR subscriber's service it will issue a request to Maltacom to this effect and request temporary disconnection of the said subscriber's service. Such service to the subscriber would as a result be temporarily suspended but would continue to give rise to rental charges until the line is permanently disconnected. Upon request by the Operator, Maltacom will end the suspension and resume normal service to the SB-WLR subscriber.	
2 Process for applying for / removing Temporary Off Service (TOS)	2 Process for applying for / removing Temporary Off Service (TOS)	
Once TOS is applied the SB-WLR subscriber shall be unable to receive incoming calls or make outgoing calls apart from emergency calls and shall further be unable to change his CPSO.	Once TOS is applied the SB-WLR subscriber shall be unable to receive incoming calls or make outgoing calls apart from emergency calls and shall further be unable to change his CPSO.	69. It is important, for the protection of the subscriber, that despite the 'temporary off service', a subscriber will be able to make emergency calls.
To apply TOS, the Operator places a TOS order via email, on the appropriate form, requesting Maltacom to apply TOS on the	To apply TOS, the Operator places a TOS order via email, on the appropriate form, requesting Maltacom to apply TOS on the account.	70. Two working days should be sufficient for completing the service.

<p>account. Maltacom shall either reject the request for TOS or shall apply TOS to the particular SB-WLR account within two working days of receiving the said request for TOS. Maltacom shall return a rejection/completion notification to the Operator via email. Whilst TOS status remains on the SB-WLR account Maltacom shall continue to bill the Operator for line rental.</p>	<p>Maltacom shall either reject the request for TOS or shall apply TOS to the particular SB-WLR account within two working days of receiving the said request for TOS. Maltacom shall return a rejection/completion notification to the Operator via email. Whilst TOS status remains on the SB-WLR account Maltacom shall continue to bill the Operator for line rental.</p>	
<p>If the Operator requests removal of TOS, Maltacom shall charge the Operator a reconnection fee. If the Operator requests that the SB-WLR account be ceased, the line reverts to Maltacom and a new connection fee must be paid to Maltacom by the Operator in order that the Operator may avail itself of future service on such line.</p>	<p>If the Operator requests removal of TOS, Maltacom shall charge the Operator a reconnection fee. If the Operator requests that the SB-WLR account be ceased, the line reverts to Maltacom and a new connection fee must be paid to Maltacom by the Operator in order that the Operator may avail itself of future service on such line.</p>	
<p>To remove TOS the Operator shall submit a TOS Removal order, on the appropriate form, to Maltacom via email. Maltacom will reject or complete the order within two working days from its receipt of the said order form. If the order is not rejected, Maltacom removes TOS from the account and sends a completion notification to the Operator.</p>	<p>To remove TOS the Operator shall submit a TOS Removal order, on the appropriate form, to Maltacom via email. Maltacom will reject or complete the order within two working days from its receipt of the said order form. If the order is not rejected, Maltacom removes TOS from the account and sends a completion notification to the Operator.</p>	71. See comment 70
Appendix 9	Appendix 9	
Fault Handling Process for SB-WLR	Fault Handling Process for SB-WLR	
1 Introduction	1 Introduction	

<p>This Appendix describes the post provisioning process for dealing with fault reporting, and handling for SB-WLR services. The outlined process refers to the methods and procedures by which the Operator can report a fault to the Maltacom.</p>	<p>This Appendix describes the post provisioning process for dealing with fault reporting, and handling for SB-WLR services. The outlined process refers to the methods and procedures by which the Operator can report a fault to the Maltacom.</p>	
<p>All faults will be reported and tracked via the 133 Maltacom fault reporting system which is available on a 24 x 7 basis.</p>	<p>All faults will be reported and tracked via the 133 Maltacom fault reporting system which is available on a 24 x 7 basis.</p>	
<p>2 Overall Process for SB-WLR Faults</p>	<p>2 Overall Process for SB-WLR Faults</p>	
<p>The SB-WLR subscriber reports the fault to the Operator. The Operator collects from the said subscriber all necessary details about the fault in order to enable it to diagnose whether or not the fault lies within the Maltacom Network.</p>	<p>The SB-WLR subscriber reports the fault to the Operator. The Operator collects from the said subscriber all necessary details about the fault in order to enable it to diagnose whether or not the fault lies within the Maltacom Network.</p>	
<p>Once the Operator ensures that the fault lies within the Maltacom Network, it logs the fault against the SB-WLR subscriber's telephone number on the 133 Maltacom fault reporting system. It is the Operator's responsibility to advise the SB-WLR subscriber that the fault has now been passed to Maltacom for investigation but that the said subscriber will continue to obtain updates from the Operator in regard to the fault and should not contact Maltacom directly.</p>	<p>Once the Operator ensures that the fault lies within the Maltacom Network, it logs the fault against the SB-WLR subscriber's telephone number on the 133 Maltacom fault reporting system. It is the Operator's responsibility to advise the SB-WLR subscriber that the fault has now been passed to Maltacom for investigation but that the said subscriber will continue to obtain updates from the Operator in regard to the fault and should not contact Maltacom directly.</p>	<p>72. In its response to consultation Maltacom stated that it will provide WLR service providers with IVR fault reporting facilities similar to those available to its retail customers.</p>
<p>In the event that a subscriber does contact Maltacom via the 133 Maltacom fault reporting system, the system shall, by way</p>	<p>In the event that a subscriber does contact Maltacom via the 133 Maltacom fault reporting system, the system shall, by way of a pre-</p>	

of a pre-recorded message, inform the subscriber that he is to contact the Operator.	recorded message, inform the subscriber that he is to contact the Operator.	
Maltacom then investigates the fault. The Operator may obtain updates on the fault upon request by calling the 133 Maltacom fault reporting system.	Maltacom then investigates the fault. The Operator may obtain updates on the fault upon request by calling the 133 Maltacom fault reporting system.	
Once Maltacom has cleared the fault, the 133 Maltacom fault reporting system will be updated.	Once Maltacom has cleared the fault, the 133 Maltacom fault reporting system will be updated.	
3 Faults/Issues resulting from SB-WLR and CPS Activation	3 Faults/Issues resulting from SB-WLR and CPS Activation	
3.1 Introduction	3.1 Introduction	
Activation issues will be submitted to Maltacom's Service Support Centre. The issues include that will be handled by the Maltacom Service Support related to cases where CPS may not be applied to the line or wrong CPS category applied to the line and incorrect activation of Wholesale Ancillary Services.	Activation issues will be submitted to Maltacom's Service Support Centre. The issues include that will be handled by the Maltacom Service Support related to cases where CPS may not be applied to the line or wrong CPS category applied to the line and incorrect activation of Wholesale Ancillary Services.	
3.2 Process	3.2 Process	
The Operator may identify activation faults resulting from the incorrect activation of CPS on a subscriber's telephone line. These activation faults should be received directly from the subscriber by the Operator and subsequently be reported to Maltacom's Service Support Centre.	The Operator may identify activation faults resulting from the incorrect activation of CPS on a subscriber's telephone line. These activation faults should be received directly from the subscriber by the Operator and subsequently be reported to Maltacom's Service Support Centre.	

4 CPE Faults	4 CPE Faults	
The SB-WLR subscriber contacts the Operator in the case of a CPE fault. The Operator carries out a diagnostic test to determine whether or not the fault is CPE-related. If the Operator has identified that the fault is CPE-related and the CPE is rented from Maltacom through the Operator, a fault report is logged on to the 133 Maltacom Fault Reporting System. Maltacom will send a field technician to rectify the fault.	The SB-WLR subscriber contacts the Operator in the case of a CPE fault. The Operator carries out a diagnostic test and appropriate troubleshooting procedures to determine whether or not the fault is CPE-related. If the Operator has identified that the fault is CPE-related and the CPE is rented from Maltacom through the Operator, a fault report is logged on to the 133 Maltacom Fault Reporting System. Maltacom will send a field technician to rectify the fault.	73. Sky remarked that this provision places a burden of proof on the WLR Operator. The Authority has amended this provision to reflect the need of Operators to have appropriate troubleshooting procedures in place to address such issues efficiently.
If the CPE is not rented from Maltacom, the Operator is to advise the SB-WLR subscriber that since the CPE is not rented from Maltacom the equipment fault will not be cleared.	If the CPE is not rented from Maltacom, the Operator is to advise the SB-WLR subscriber that since the CPE is not rented from Maltacom the equipment fault will not be cleared.	
5 Internal Wiring Management	5 Internal Wiring Management	
5.1 Introduction	5.1 Introduction	
Maltacom is responsible for the access network up to and including the Network Termination Point (NTP) or Network Termination Unit (NTU) as applicable. Maltacom is not responsible for any internal wiring beyond the NTP or NTU unless this is rented from Maltacom. The Operator must not report faults to Maltacom that are related to internal wiring or to CPE unless the latter are rented from Maltacom. Consequently the Operator must first undertake internal wiring and CPE	Maltacom is responsible for the access network up to and including the Network Termination Point (NTP) or Network Termination Unit (NTU) as applicable. Maltacom is not responsible for any internal wiring beyond the NTP or NTU unless this is rented from Maltacom. The Operator must not report faults to Maltacom that are related to internal wiring or to CPE unless the latter are rented from Maltacom. Consequently the Operator must first undertake internal wiring and CPE ownership checks before reporting the fault to Maltacom.	

ownership checks before reporting the fault to Maltacom.		
5.2 Site Visits and Charges	5.2 Site Visits and Charges	
<p>A Maltacom technician may visit a site to investigate a fault following inconclusive results on diagnostics carried out on CPE, internal wiring by the Operator. Maltacom may levy a charge to the Operator for clearance of faults reports resulting in faults in the internal wiring and /or CPE if these are not rented from Maltacom. The relevant charge is set out in Appendix 11 of this Document.</p> <p>Provided that charges shall only be levied by Maltacom where the subscriber has signed a form indicating that repairs have been completed and the fault has been cleared. The Operator may request a copy of said form signed by the subscriber.</p>	<p>A Maltacom technician may visit a site to investigate a fault following inconclusive results on diagnostics and trouble shooting procedures carried out on CPE and internal wiring by the Operator. Maltacom may levy a charge to the Operator for clearance of faults reports arising from faults in the internal wiring and /or CPE if these are not rented from Maltacom. The relevant charge is set out in Appendix 11 of this Document.</p> <p>Provided that charges shall only be levied by Maltacom where:</p> <p>d) the subscriber has signed a form indicating that repairs are required to private equipment and/or privately installed wiring;</p> <p>e) the fault is successfully cleared and;</p> <p>f) A copy of said form signed by the subscriber together with a detailed fault report is sent to the Operator within five (5) working days of work carried out.</p>	<p>74. The proposed amendments are aimed at ensuring that requests for payment are only made where the fault has actually been cleared.</p> <p>75. Maltacom submitted concerns that subscribers may refuse to sign after works are carried out. Sky also expressed reservations that Operators will not have sufficient diagnostic tools to categorically identify CPE-related faults.</p> <p>In view of these two responses, the Authority is amending the procedure so that if Maltacom determines that a fault is due to private CPE and/or installed wiring, repairs will be carried out by Maltacom only on the subscriber's explicit request. Such consent may be obtained on-site immediately before the repairs are carried out.</p>
5.3 Faults on Ancillary Services	5.3 Faults on Ancillary Services	
If the fault reported is with regards to an Ancillary Service, the Operator should make every effort to resolve the fault with the SB-WLR subscriber. Only where system	If the fault reported is with regards to an Ancillary Service, the Operator should make every effort to resolve the fault with the SB-WLR subscriber. Only where system	

intervention is required by Maltacom should the Operator report an Ancillary Service fault to Maltacom via the Maltacom Service Support Centre in accordance with mutually agreed standard procedures.	intervention is required by Maltacom should the Operator report an Ancillary Service fault to Maltacom via the Maltacom Service Support Centre in accordance with mutually agreed standard procedures.	
6. Recurring Faults	6. Recurring Faults	
A recurring fault is defined as two or more related faults with similar "symptoms" on the same line that have been reported within a twenty eight (28) day period. Maltacom's fault reporting system shall allow such faults to be flagged as recurring faults and escalated and given due priority. Due priority shall be based on the recurrence of the fault within the said twenty eight (28) day period Therefore, more priority will be given to a fault where three related faults have been reported within the period rather than where two related faults have been reported.	A recurring fault is defined as two or more related faults with similar "symptoms" on the same line that have been reported within a thirty (30) day period. Maltacom shall allow such recurring faults to be escalated and given due priority. Due priority shall be based on the recurrence of the fault in the same manner accorded to recurring faults arising on Maltacom retail customer lines.	76. This clause will ensure that recurring faults are given due priority in a similar manner to faults arising on Maltacom customer lines, and has been reworded following feedback by Maltacom.
Appendix 10	Appendix 10	
Anti-Slamming Letter	Anti-Slamming Letter	
<p>OPERATOR LETTERHEAD</p> <p>Date</p> <p>Dear [Customer Name],</p> <p>Ref: CHANGE OF TELEPHONE SERVICE PROVIDER</p> <p>We have received notification that you have</p>	<p>OPERATOR LETTERHEAD</p> <p>Date</p> <p>Dear [Customer Name],</p> <p>Ref: CHANGE OF TELEPHONE SERVICE PROVIDER</p> <p>We have received notification that you have</p>	

<p>moved your calls, call management services and line rental to another service provider.</p> <p>Please note that as and from [date of porting] you will be billed by your new service provider for your calls, call management services and line rental.</p> <p>No further action needs to be taken by you.</p> <p>However if you have not consented to the transfer of your calls, call management services and line rental and were unaware that your service had been transferred to another service provider, you can contact us on 21XX XXXX and we will rectify the position.</p> <p>Yours</p> <p>*</p> <p>Rules agreed by the industry require us to write to you to confirm that your calls, call management services and line rental have been moved to a new service provider.</p> <p>This is a standard notification sent to all customers who move their calls, call management services and line rental and requires no action by you unless you did not agree to being transferred.</p>	<p>moved your calls, call management services and line rental to another service provider.</p> <p>Please note that as and from [date of porting] you will be billed by your new service provider for your calls, call management services and line rental.</p> <p>No further action needs to be taken by you.</p> <p>However if you have not consented to the transfer of your calls, call management services and line rental and were unaware that your service had been transferred to another service provider, you can contact us on 21XX XXXX and we will rectify the position.</p> <p>Yours</p> <p>*</p> <p>Rules published by the Malta Communications Authority (MCA) require us to inform you that your calls, call management services and line rental have been moved to a new service provider.</p> <p>This is a standard notification sent to all customers who move their calls, call management services and line rental and requires no action by you unless you did not agree to being transferred.</p>	
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