

# CONSUMER GUIDES 2008

*A Guide to Consumers of Electronic Communications Services*

*Choosing your*  
**MOBILE TELEPHONY SERVICE PROVIDER**

# CONSUMER GUIDES

## FORWARD

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*The **Malta Communications Authority (MCA)** is the national authority responsible for the regulation of electronic communications (telephony, Internet and broadcasting transmission), eCommerce and postal services.*

*One of its main objectives in regulating these sectors is to **promote the interests of consumers**.*

**Amongst others, it performs this role by:**

1. Working together with service providers to address issues concerning consumers and ensure that any relevant obligations are complied with;
2. Collaborating with the Consumer and Competition Division; which is responsible for ensuring that service providers abide by general consumer protection rules; and
3. Raising awareness regarding matters of direct interest to consumers.

## OBJECTIVE

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**This guide aims to inform you about:**

1. The **general principles to follow** when taking up offers made by service providers in the electronic communications sector;
2. The **factors you should consider** before selecting your

### MOBILE TELEPHONY SERVICE PROVIDER

3. The steps to take when **lodging a complaint with your service provider**; and
4. **How the MCA can help** you when you have unresolved difficulties regarding a particular service.

## CHOOSING YOUR MOBILE TELEPHONY SERVICE PROVIDER

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### TYPES of Mobile Telephony tariff schemes you may choose from:

#### Pre-paid

With a **PRE-PAID SERVICE** you can purchase credit, either in the form of top-up cards offered through a number of retail outlets, or by using your debit or credit card via the service providers' web site, through ATM top-up services, auto-top-up from your bank account or through other methods offered by the service provider. The pre-paid system helps you maintain control over the amount you spend on mobile telephony services.

It is important to note that top-up cards have a specific time-window, which is the time period in which you can use the credit in your top-up card. When the time-window expires, service providers offer a period in which you can top-up your credit without losing any remaining credit in your account. Time windows vary according to the value of the top-up card; that is: different periods apply for a €10/Lm4.29 and €20/Lm8.59 top-up card. This may also vary from one network service provider to another and may change over time.

Furthermore, time-windows are not cumulative, that is, if you top-up your mobile with, for example, two €10/Lm4.29 top-up cards with 90 days time-window each on the same day; you will still have a 90-day time-window and not 180 days. If however you top-up with a €10/Lm4.29 (90 days time-window) and €20/Lm8.59 (180 days time-window) card, you will get the longest time-window, in this case, 180 days.

#### Post-paid

With a **POST-PAID SERVICE** subscription you are required to sign a contract with your service provider during which you may have to pay for the access charge to the tariff plan you have signed up for and the calls and other services used during a specific period, usually per month. You may opt to pay by direct debit or cash/cheque/credit card, according to the terms and conditions. These methods of payment may vary according to the tariff plan and from one service provider to another.

## FACTORS to consider when selecting your Mobile Telephony Service Provider

1. There is considerable choice in terms of **TARIFF PLANS AND PACKAGES** designed to suit a number of usage patterns and lifestyles. Therefore, it is important that before you choose your service provider, or a specific tariff plan, you identify your calling patterns, including:
  - ▶ the **type of calls** you make most frequently: whether local or international and whether to fixed lines or to mobile phones;
  - ▶ **how often** you call;
  - ▶ the **average duration** of the calls; and
  - ▶ at what **time of the day** you tend to make most calls.
2. Take into account which service provider the **PEOPLE YOU CALL MOST OFTEN** are subscribed to, because calls made to a number operated by your service provider (such calls are called on-net calls), may be charged differently from calls made to a number operated by a different service provider (such calls are called off-net calls). The latter calls might be more expensive.
3. In order to find out which **NETWORK** a specific mobile number is registered to, call or send an SMS to the number '180'. You cannot assume that numbers starting with a particular number sequence are necessarily registered to a particular service provider.
4. Keep in mind that you have the option to move from one service provider to another whilst keeping your existing mobile number. This process is called **NUMBER PORTABILITY** and should not take longer than 1 *working day*<sup>1</sup>, however exceptions may apply in particular cases.

To keep your existing number, you need to visit an outlet of the mobile service provider you would like to subscribe to, taking with you your identity card or passport and your *SIM card*<sup>2</sup>. After filling in a form, the new service provider will carry out the process on your behalf.

You should be aware that:

- ▶ Persons **under 18 years of age require authorisation** from a legal guardian to switch their service provider;
- ▶ You are **tied to the new service provider** for a period of two months from when you last ported;

<sup>1</sup> A **Working Day** is referred by service providers as the time within the hours: 08.00hrs-18.00hrs from Monday and Friday and from 09.00hrs-13.00hrs on Saturdays, excluding Sundays and public holidays. Note however, that these time bands may vary from one service provider to another and may change over time.

<sup>2</sup> **SIM** stands for Subscriber Identity Module: the portable memory chip used for mobile phones. This chip holds all your personal identity information, saved phone numbers, text messages and other data.

- ▶ If you are a **post-paid subscriber**, all outstanding bills with your existing service provider need to be paid before switching to a new service provider.
  - ▶ If you are a **pre-paid subscriber**, check with your existing service provider whether any unused credit from your top-up card would be lost when porting your number; and
  - ▶ You should **not lose any of your contacts** from your previous SIM card; therefore, we suggest you enquire with your new service provider so as to ensure that all data is transferred from your old to your new SIM card. Whilst service providers do offer the facility to copy contacts from one SIM card to another, you should be aware that you may save your contacts on your phone; in which case you would not require this facility when changing service provider.
5. Ask about any **ADDITIONAL CHARGES**, which may apply. For example, certain calls to 800 7 prefixed numbers, referred to as 'freephone' numbers may sometimes be charged at the rate of fixed line phone calls if you call from your mobile phone.
6. If you intend to buy a mobile phone from your service provider, check whether it is **NETWORK-LOCKED OR SIM-LOCKED**. Network locked, which is the most common type of lock, means that the mobile phone may only be used with SIM cards that belong to a particular network/ service provider. Whereas, SIM card locked mobile phones will only work with one specific SIM card, therefore, if that SIM card malfunctions or is damaged, the phone will no longer work. In both cases, it is important to identify the applicable charges should you decide to change your service provider or SIM card and unlock the mobile phone.
7. If you plan to use **3G OR HSDPA (3.5G) SERVICES**, it is important to check that these services are provided by the mobile service provider and are available in the areas where you expect to use them the most. It is important to note that you will need a 3G and/or HSDPA phone/device to make use of the 3G and/or HSDPA network in the area. In areas where 3G services may not yet be available, your 3G mobile phone will automatically switch to the *Global System for Mobile Communications (GSM)* network<sup>3</sup>.
8. If you wish to **USE YOUR MOBILE PHONE ABROAD**, you should confirm with your mobile phone service provider that your particular tariff plan allows you to make calls while abroad (this is known as international roaming). The service provider's website usually contains information on the roaming charges applicable for post-paid and pre-paid subscribers and what steps you may need to take to enable this service.

<sup>3</sup> **GSM** stands for Global System for Mobile Communications network. This is the standard mobile phone system available throughout all Malta and Gozo.

9. Note that you can benefit from the 'EUROTARIFF' when travelling in any EU member state. This sets out the maximum price limit that mobile telephony service providers can charge for calls made and received while abroad.
10. When you are TRAVELLING OUTSIDE THE EU, you may incur higher charges than those set by the 'Eurotariff', therefore you might want to check who the service provider's *roaming partners*<sup>4</sup> are, and the applicable roaming tariffs, especially if there is a particular network in a particular country you want to ensure you can connect to.

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<sup>4</sup> **Roaming Partners** are International service providers that local service providers have agreements with in order to allow you to use your mobile connection when abroad.

## General Guides

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### BEFORE selecting a service provider and/or taking up an offer:

1. Make sure that you are well informed of the:

- ▶ **FULL COST** of the service;
- ▶ **PAYMENT OPTIONS** available;
- ▶ **CHARACTERISTICS**, including any limitations of the service;
- ▶ **CUSTOMER AND TECHNICAL SUPPORT** services provided.

2. **Do not base your choice only on information provided in promotional material**, for example, adverts, leaflets, discussion programmes and so on. This information might not be fully comprehensive and important terms and conditions may be missing.

3. Consider what is most important to you, whether it is **Cost, Quality of service, Reliability, Customer care standards** or any other factor. Consider also your particular usage patterns, for example, how often and at what time of the day you intend to use the service. This will help you identify the most appropriate service provider and/or offer to suit your needs.

4. **Shop around and compare offers** of the various service providers before you take up a particular service. If the level of customer care service is important to you, call the service provider to enquire about the service you need. Such communications with customer care personnel will provide you with an insight into the level of customer service provided by the individual service providers.

5. **Read and understand all the Terms and Conditions** before signing up to a contract. Pay particular attention to the following:

- ▶ **MINIMUM DURATION** of the contract, if any;
- ▶ **BILLING ARRANGEMENTS**: whether pre-paid, post-paid or both;
- ▶ **PAYMENT CONDITIONS**: such as penalties imposed and/or termination of contract if you do not pay your bill on time;
- ▶ **COMPENSATION OR OTHER FORMS OF REDRESS** that apply if the service provider does not achieve the quality of service levels stipulated in the contract;
- ▶ **PENALTIES**, if any, you may incur should you wish to terminate the contract before any contractual period is over; and
- ▶ **MAXIMUM TIME TO DISCONNECT THE SERVICE** by the service provider after you request termination. Note that, more often than not, you will still be billed for the service during this notice period.

6. If there is anything that you feel is **not clear in the terms and conditions**, do not hesitate to ask the customer care personnel or sales persons to explain it further. You can also take a copy of the contract and take up the offer at a later date, to give yourself time to read and understand the terms and conditions thoroughly. If you decide to do so, be careful to take note of any dates limiting the validity of temporary offers.

#### **AFTER selecting a service provider and/or taking up an offer:**

1. Always **keep a copy of your contract, receipts, invoices** and any formal communications exchanged with your service provider. If you conclude your contract online, print or save a copy.
2. Ensure that the goods and/or services that are delivered/provided **conform to the description and meet the specifications** set out in the contract of sale/terms and conditions.
3. When communicating with the service provider, take **note of who you speak to, record the date** and the main outcome of your communication.
4. Be aware that in the event that your service provider decides to **suspend or alter the service or the terms and conditions of your contract**, for example, change the price, you should be notified of any changes 30 days before these come into effect. Should you not accept such modifications, you have the right to withdraw from the service without any penalty.



## LODGING A COMPLAINT

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### Lodging a Complaint with your SERVICE PROVIDER

If you are not satisfied with the service you have subscribed to, you should primarily approach your service provider in order to resolve the matter.

#### Remember these points when making a complaint with your service provider:

1. Clearly **identify what the problem is** and the desired outcomes from lodging your complaint.
2. **Support your case** with copies of any relevant documentation. Remember you should always retain the original copies of any correspondence or official documentation such as contracts, bills and so on.
3. **Keep notes of what you do**, with whom you speak, any relevant dates, what they said or promised to do and copies of all correspondence.
4. **Record the date and time** when you made your complaint and the reference number, if assigned.
5. Give the service provider a **reasonable time** in which to resolve your complaint.

### Lodging a Complaint with the MCA

If, after exhausting your service provider's complaint-handling procedures you still feel that your complaint was not adequately addressed, we may be able to help you. We may not always have the faculty to determine whether your complaint is justified and impose a solution, but we can mediate between you and your service provider to assist you in reaching a satisfactory resolution.

We can provide you with all the relevant information on the matter, so that you will have a better understanding of what the service provider's obligations are, what your rights are and the possible courses of action available to you.

We invite you to visit our website for more information on our complaints handling procedure: [www.mca.org.mt](http://www.mca.org.mt).