

**General Consumer Code of Practice
for the Communications and Multimedia
Industry Malaysia**

**Communications and Multimedia Consumer
Forum of Malaysia (*CfM*)**

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TABLE OF CONTENTS	Page
PART 1	
INTRODUCTION	5
1-4. Effect	5
5. Objectives of the Code	5
6. Scope of the Code	6
7. Code of Administration	7
8. Definitions	7
PART 2	
RULES OF THE CODE	10
1. Provision of Information	10
A. Fundamental Principles for Service Providers	10
B. Description of a Service	11
C. Pricing Information	12
D. Packaging of Services	12
E. Terms and Termination	13
F. Customer Rights of Redress	14
G. Customer Obligations	15
H. Instructions for Use	15
I. After Sales Support	15

	Page
J. Spoken Communications of Prices, Terms and Conditions	16
K. Modified Code Obligations	16
L. Advertising and Representation of Services	17
M. Customer Billing, Charging, Collection and Credit Practices	22
N. Provisioning of Service	27
O. Fault Repair of Services	28
2. Protection of Personal Information	28
2.1 Introduction	28
2.2 General Principles	29
2.3 Code Rules	30
2.3.1 Adoption and Implementation of a “Protection of Consumer Information Policy”	30
2.3.2 Notice and Disclosure	30
2.3.3 Choice/Consent	30
2.3.4 Data Security	31
2.3.5 Data Quality and Access	31
PART 3	
COMPLAINTS HANDLING	32
1. Complaint Handling System	32

	Page
2. Visibility and Accessibility	33
3. Special Needs	34
4. Responsiveness	34
5. Charges	35
6. Further Recourse	36
7. Suspension of Charges	36
8. Internal Data Collection and Analysis	36
9. Review	37
10. Changes to Complaint Handling Processes	37
11. Retention of Records	37
12. Audit by MCMC	37
 PART 4	
CODE COMPLIANCE BY SERVICE PROVIDERS	38
 PART 5	
REPORTING	39
1. Overview	39
 PART 6	
MONITORING, REVIEW AND AMENDMENTS	41
1. Monitoring	41

	Page
2. Routine Verification of Code Compliance by Participants	43
3. Monitoring of Universal Code Issues and Breaches	43
4. Code Review	43
5. Amendments/Replacement of a Code	44
6. Code Adherence	45
A. Jurisdiction	45
B. Consumer Complaints	45
C. Industry Complaints	45
D. Complaints Handling and Sanctions by Forum	46
E. Referral to the Communications and Multimedia Commission	46
F. Appeals Process	46
G. Monitoring of Breach Rectification	46
H. Confidentiality	47
I. General Principle of Compensation	47

PART 1 INTRODUCTION

Effect

1. This Code shall have effect notwithstanding anything to the contrary in any agreement between a Customer and a Service Provider.
2. Notwithstanding anything contained in this Code, nothing herein contained shall operate so as to limit or exclude, or is intended to operate so as to limit or exclude, any legal rights or remedies of any Consumer or the access of any Consumer to the Courts or to any other appropriate dispute resolution forum.
3. Nothing in this Code shall remove or restrict the effect of, or reliance on
 - (a) any written law or approved guidelines that imposes on the Service Provider a duty stricter than that imposed under this Code
 - (b) any term in any agreement in writing between a Customer and a Service Provider to the extent that the term
 - i. imposes a stricter duty on the Service Provider than that imposed under this Code;
 - ii. provides a remedy more advantageous to the Customer than the remedies provided under this Code.
4. This Code shall have effect notwithstanding any contract term that applies, or purports to apply, the law of another country where the term appears to the MCMC to have been imposed wholly or mainly for the purpose of enabling the party imposing it to evade the operations of this Code.
5. **Objectives of the Code**
 - 5.1 The objectives of the Code are:

To provide model procedures for:

- (a) reasonably meeting Consumer requirements
- (b) the handling of customer complaints and disputes
- (c) the creation of an inexpensive mediation or process other than the court and procedures for compensation of the customers in case of a breach of the consumer code
- (d) the protection of consumer information
- (e) to endeavour to achieve the relevant national policy objectives of the CMA 1998;
- (f) to provide benchmarks for the communications and multimedia Service Providers for the benefit of consumers
- (g) to promote a high level of consumer confidence in service delivery from the industry.
- (h) to provide guidelines for self-regulation among the industry

6. **Scope Of The Code**

6.1 This Code and any Sub-codes developed pursuant to this Clause 6 will bind the following as provided under the CMA 1998:

- (a) all licensed Service Providers, as far as their licensed activities are concerned,
- (b) all non-licensed Service Providers who are members of the Consumer Forum.

6.2 This Code is of general application. Sub-codes will be developed to address specific industry needs, where relevant. This Code will govern all Sub-codes unless expressly otherwise provided for in the Sub-codes.

6.3 This Code shall come into effect upon registration in accordance with the CMA 1998. However, Service Providers shall be granted a grace period of six (6) months, or such period as may be extended by the Council of the Communications and Multimedia Consumer Forum to comply with the provisions of this Code.

7. Code Administration

- 7.1 The Consumer Forum will administer all Codes developed by this Forum.
- 7.2 At the commencement of the Code, and periodically, the Consumer Forum will publicise the Code and its objectives to members of the Consumer Forum and the public.

8. Definitions

- 8.1 “Advertising Materials” means advertising and promotional materials in relation to Services including, without limitation to:
 - (a) television advertisements;
 - (b) radio advertisements;
 - (c) press and magazine advertisements;
 - (d) direct mailer;
 - (e) posters;
 - (f) other point of sale material;
 - (g) brochures;
 - (h) packaging materials;
 - (i) price tags;
 - (j) billboards;
 - (k) cinema advertisements;
 - (l) advertorials;
 - (m) promotional videos;
 - (n) website materials;

- (o) signage;
 - (p) media releases;
 - (q) electronic mail;
 - (r) electronic news groups;
 - (s) still messages and inserts;
 - (t) information kiosks.
- 8.2 “Consumer” means a person who receives, acquires, uses or subscribes to services relating to communications and multimedia within the meaning of CMA 1988. This includes a Customer.
- 8.3 “Customer” means a person who, for consideration, acquires or subscribes to services relating to communications and multimedia within the meaning of the CMA 1988.
- 8.4 “Disclaimer” means words used in Advertising Materials, which qualify, disclaim or add to the principle message of Advertising Materials.
- 8.5 “Door-to-door sale” means a sale, offer or negotiation to sell a Service where conducted at the place of residence; or employment, of a Consumer, but excludes where there has been an unsolicited request by a Consumer to a Service Provider to enter into negotiations for supply of a Service at the place of residence, employment or business of the Consumer.
- 8.6 “Forum Participant” means all licensed Service Providers, non-licensed Service Providers public interest groups and other NGOs who are members of the Consumer Forum.
- 8.7 “Personal Information” means information collected by the Service Provider from the Customer and that which identifies the Customer.
- 8.8 “Product” means a physical item that is provided, or caused to be provided by the Service Provider as an integral part of the Services.
- 8.9 “Savings Claim” means a statement to the effect that the Consumer will spend less money by taking a particular Service or using a particular Service Provider than they would otherwise have to spend.

- 8.10 “Services” means services provided in the course of the provision of the communication and multimedia services within the meaning of the CMA 1998 including where relevant, Products.
- 8.11 “Service Provider” means a provider of communication and multimedia services, within the meaning of the CMA 1998.
- 8.12 “Sub-code” means codes that are developed to address specific industry needs pursuant to Part 1-5.

PART 2 RULES OF THE CODE

1. Provision of Information

A. Fundamental Principles for Service Providers

1.1 The fundamental principles below govern the Service Providers and should be read in conjunction with and be subject to other general guidelines such as frameworks and determinations already issued and stated hereunder, as well as frameworks and determinations to be issued by MCMC and MECM from time to time. Determinations issued as at the date hereof are :-

- a. Determination No. 1 of 2002 (Public Switched Telephone Network Service);
- b. Determination No. 2 of 2002 (Public Cellular Service);
- c. Determination No. 3 of 2002 (Dial Up Internet Access Service);
- d. Determination No. 4 of 2002 (Content Applications Services).

Where there is any inconsistency between any of the provisions of this Code and any framework or determination issued by the MCMC and MECM, the provisions of the framework or determination shall prevail.

1.2 Service Providers should furnish the Consumer with information on Services which is sufficient, accurate, true, up-to-date and in a simple and straight forward language.

1.3 Service Providers must respond to Consumer requests for information on Services currently available within seven (7) days of the date of receipt of the customer's request for information.

1.4 Customer requests for any information covered by this Code or otherwise, provided that the information is available, shall be provided at no cost unless the request involves the retrieval of archival information wherein a charge may be levied.

1.5 A Service Provider may develop a strategy to address the basic information needs of Consumers, for example a database of frequently asked questions.

- 1.6 Where a Service Provider is required by this Code to inform a Consumer of matters under this Code, a Service Provider can satisfy this obligation by means of such as any or all of the following:
- (a) providing the information to the Consumer verbally;
 - (b) providing the information to the Consumer in writing;
 - (c) prominently display the information at the premises and/or websites at which the Consumer enters into a contract/agreement;
 - (d) provide the information to the Consumer electronically.
 - (e) place the information in any mass media.
- 1.7 A Service Provider must supply or make available a copy of the contract or agreement for the provision of Services, additional copies of contractual terms must be supplied to the customer upon request and where applicable a reasonable fee maybe charged for additional copies.
- 1.8 If a Service Provider, in the course of providing a Service requires the services of another Service Provider, the said Service Provider must inform the Consumer of any additional charges that the other Service Provider will impose on the Consumer for such a Service.

B. Description of a Service

- 1.9 (a) Before entering into a contract, a Service Provider must make available sufficient description of the Services in plain language and avoid the use of technical jargon, except where necessary. On the request of a Consumer, a Service Provider must, in so far as the Service Provider is aware, inform the Consumer what other products and services are necessary in order to use the Services that the Consumer intends to acquire from the Service Provider.
- (b) The Service Provider shall provide information on performance details of the Service such as coverage maps.

C. Pricing Information

1.10 Before entering into a contract, the Service Provider must inform the Consumer of:

- (a) what charges may apply;
- (b) what the charges relate to;
- (c) the amount of each type of charge or manner of calculation; and
- (d) the frequency of the charge or circumstance giving rise to the charge becoming payable.

1.11 Before entering into a contract, a Service Provider must inform a Consumer if the charges or components thereof may vary during the term of the contract.

Example: 'Your monthly rental of RM30 might change from time to time'

1.11A The consumer forum may from time to time develop sub-codes containing rules in relation to :-

- (a) any situation whereby a Service Provider makes price comparisons of the goods and services provided by it with the goods and services provided by another Service Provider and publishes such price comparisons to the Consumer; and/or
- (b) the provision by any Service Provider of any discounts, allowances, rebates, refunds, credits or any commissions or similar benefits to the Consumer.

D. Packaging of Services

1.12 Where Services are packaged with another service and/or product, a Service Provider must inform the Consumer in relation to each service and/or product:

- (a) A description of the service and/or product as required under this Code and;

Where the Service Provider sells the service and/or product separately, the price that the Service Provider would charge if the Consumer acquires that service and/or product from the Service Provider separately.

- (b) Name and address of the supplier of the service and/or product and the party providing the warranty covering the product (if any) with which the Service Providers service and /or product is packaged.

- 1.13 Where savings are applicable, a Service Provider must, before entering into a contract, inform the Consumer of such savings and indicate any condition that may apply to qualify for those savings, such as what products and/or services the Consumer must acquire to be eligible for a particular saving.

E. Terms and Termination

- 1.14 If applicable, before a contract is entered into, a Service Provider must inform the Consumer of the minimum duration of the contract, any special terms in the contract, and any specific provision, which states that the Consumer must pay a termination payment, if the contract is terminated prior to the minimum duration.

The Service Provider may discharge this obligation, for example, by placing a notice in a supplementary document provided to the customer.

- 1.15 The minimum period for notification of termination a Customer is required to give, if applicable.
- 1.16 In a Contract, the Service Provider must inform a Consumer of:
- (a) the commencement date of the contract (except where the contract is a standard agreement);
 - (b) what the minimum contract term is, if applicable;
 - (c) where applicable, the minimum period and the manner of notification of termination;
 - (d) that events give rise to a right to terminate early, if applicable;

- (e) which party has these early termination rights;
- (f) the amount or method of calculating any charges payable for early termination and in what circumstances such charges are payable;
- (g) the conditions and terms of renewal of the contract, if applicable;
- (h) the conditions and terms, relating to disconnection and reconnection; and fee charged for reconnection;
- (i) terms and conditions relating to refund of deposit including timelines and any penalty imposed;
- (j) terms and conditions relating to situations (including but not limited to situations of breach of contractual terms, non payment, fraud etc) that may give rise to the interruption or discontinuation of service;
- (k) terms and conditions relating to the delivery and/or activation of products and/or services;
- (l) terms and conditions relating to the procedures and manner in which any term and condition may be varied or changed by the Service Provider.

F. Customer Rights of Redress

- 1.17 Before entering into a contract to provide Services, a Service Provider must inform the Consumer that there is a contractual warranty relating to the Products (if any) and what its rights of redress are should the contractual warranty be broken. Where a copy of the warranty and rights of redress is not provided with the Products, the Service Provider must inform the Consumer where it may be available.

G. Customer Obligations

- 1.18 In a contract, a Service Provider must inform a Customer of their obligations, and the repercussions arising from a breach of their obligation.

H. Instructions for Use

- 1.19 A Service Provider must provide general instructions to the Customer on how to use its offered Services.
- 1.20 Where a Service Provider packages its Services with services and/or products of another party (“the Supplier SP”), the Service Provider will be responsible for the provision of instructions relating to the usage of the services and/or products to the Customer. In the event however, that the Customer wishes to deal directly with the Supplier SP, the Service Provider shall inform the Customer of the Supplier SP’s contact details in which event the Supplier SP will be responsible for the provision of instructions relating to the usage of the services and/or products and the Service Provider’s obligations in relation thereto will be discharged.

I. After Sales Support

- 1.21 Where after sales support is not available, a Service Provider must inform a Consumer of this fact before entering into a contract.
- 1.22 The Service Provider must inform the Customer of the following:
- (a) whether after-sales support is available;
 - (b) the circumstances in which it is available;
 - (c) the contact details for after-sales support; and
 - (d) whether a charge is payable for after-sales support.

J. Spoken Communications of Prices, Terms and Conditions

- 1.23 "Spoken Communication" means verbal communication of information on the price, terms and conditions of Services by a Service Provider to a Consumer during the course of:
- (a) telemarketing (calls to Consumers);
 - (b) door-to-door sales;
 - (c) direct personal sales; and
 - (d) sales through authorised representatives
- 1.24 In any Spoken Communication, a Service Provider must promptly:
- (a) tell a Consumer the identity or brand name of the Service Provider and the person making the Spoken Communication;
 - (b) give a clear indication of the primary purpose of the Spoken Communication;
 - (c) during the sales part of the Spoken Communication, give:
 - (i) a brief description of the Services;
 - (ii) the charges if any; and
 - (iii) the nature of any special offer, discount, or package.

K. Modified Code Obligations

- 1.25 This section recognises that in some situations it will not be possible for a Service Provider to comply with all of the provisions in the Code, or that it would not be reasonable to require the Service Provider to do so.
- 1.26 Where a Service Provider attempts to provide a particular item of information or offers to provide particular information as required by this Code and a Consumer clearly states that the Consumer does not want that particular information, a Service Provider will not be in breach of this Code if it ceases to continue providing that item of information.

- 1.27 Notwithstanding 1.26 a Service Provider must still comply with its obligations to provide other information than that refused, in accordance with the above clause unless it is clear the Consumer does not want any further information relating to the Services.
- 1.28 A Service Provider is not required to give a Consumer information under this Code if
- (a) a Consumer's request for information is frivolous or vexatious or would be unduly onerous upon the Service Provider;
 - (b) the Consumer is not eligible for the Services;
 - (c) the information is not relevant to the Consumer's period of use of the Services;
 - (d) it would breach obligations of confidentiality or otherwise be in contravention of any law.
- 1.29 A Service Provider may, at its own discretion, only provide copies of amendments to a contract and need not provide the entire contract where a Customer requests a copy of the contract and the Customer already has a recent copy of the contract.

L. Advertising and Representation of Services

a. Disclaimers

- 1.30 A Service Provider will clearly state any disclaimers to an offer it provides:
- (a) next to the offer; or
 - (b) linked to the offer by an asterisked footnote in proximity to the offer; or
 - (c) for television and radio Advertising Materials, as part of the advertisement.

1.31 A Service Provider must ensure that a disclaimer used in Advertising Materials for the service that it provides is:

- (a) clearly indicated and visible;
- (b) legible
- (c) is of a reasonable font size having regard to the type of font used; and

is readily understandable, having regard to the nature of the advertisement, the medium used to convey it and its likely audience.

1.32 A Service Provider must not use a disclaimer to negate the principal messages of the Advertising Materials.

1.32A A Service Provider must advertise in such a manner that the Customer is able to distinguish between contractual terms and conditions, and marketing and promotional activities.

b. Availability

1.33 Service Provider will provide a qualifier in Advertising Materials which promote the availability of a Service, in the event there are geographical or technical limitations on the availability of the Service to Consumers which:

- (a) substantially affect the performance of the Services; and
- (b) are known to the Service Provider.

Examples of a qualifier include, but are not limited to:

- (i) "For further information, please contact XYZ".
- (ii) "Terms and conditions apply"
- (iii) "For further information, please visit our website at <http://www.cfm.org.my>)
- (iv) "Subject to service availability".

c. Limited Classes of Eligible Consumers

- 1.34 If certain offers for Services are promoted in advertising material but are only available to a certain group of people, a Service Provider must make clear the limited nature of the offer.

d. Time Limits on Availability

- 1.35 A Service Provider must state in Advertising Materials any applicable time limits on availability of any Services promoted in the Advertising Materials.

e. Availability of Stock

- 1.36 Where a Service Provider promotes Services in Advertising Materials and if there may not be sufficient stock available for expected Customer demand, a Service Provider must clearly indicate in the Advertising Materials that stocks are limited.

f. Savings Claims (this includes free offers, special offers below market price and free usage offers).

- 1.37 A Service Provider must not make a savings claim in any Advertising Materials unless it is true and if each reasonable inference from the advertising materials as to savings can be substantiated.

- 1.38 A Service Provider must make clear in Advertising Materials any basic conditions the Consumer must satisfy before qualifying for any savings claim.

- 1.39 General savings claims e.g. "save money", "you will save" or "our rates are cheaper" may only be used if all Consumers would save under the offer.

- 1.40 In the event that savings claims apply only to specific groups of Consumers, the qualifications shall be clearly stated.

- 1.41 If access to a Service is promoted in any Advertising Materials as provided for free or below market price, but additional charges apply to use the Service, a Service Provider must disclose the additional charges.

- 1.42 A Service Provider must not advertise Service as "free" unless the principal terms and conditions of the free offer so far as they relate to fees and charges are disclosed in the Advertising Materials
- 1.43 The price of Service accompanying the offer is not inflated to cover some or all of the cost of the free offer. Any offers for free usage of Services which must be utilised within a specific period must be clearly specified in Advertising Materials.

g. Advertising of Packaged Services

- 1.44 Where a Service Provider represents in Advertising Materials that a Service is provided under a package, the Service Provider must be in a position to supply all the components of the said package. In the event the Service Provider is unable to supply any component of the package, a disclaimer must be included.
- 1.45 Where Advertising Materials indicate the price of a component of a package, a Service Provider must:
- (a) include in the Advertising Materials a statement of the minimum total charge of the package; and
 - (b) indicate any conditions that may apply to obtain the component at the stated price.

h. Comparative Advertisements

- 1.46 A Comparative Advertisement means an advertisement that makes comparisons of particular Services ("Preferred Services ") and other competitive Services ("Compared Services"); for the purposes of encouraging the Consumer to select a particular Service.
- 1.47 For governing principles and guidelines on comparative advertising reference is to be made to provisions of the Malaysian Code of Advertising Practice by the Advertising Standards Authority Malaysia (ASAM) which includes –

- i) Advertisements containing comparisons with other advertisers, or other products are permissible in the interest of vigorous competition and public information, provided they comply with the terms of this section and the next following section of the Code.
 - ii) All comparative advertisements shall respect the principles of fair competition and shall be so designed that there is no likelihood of the consumer being misled as a result of the comparison, either about the product advertised or that with which it is compared.
 - iii) The subject matter of a comparison shall not be chosen in such a way as to confer an artificial advantage upon the advertiser or so as to suggest that a better bargain is offered than is truly the case.
 - iv) Points of comparison shall be based on facts which can be substantiated and should not be unfairly selected. In particular:-
 - a. The basis of comparison shall be the same for all the products being compared and shall be clearly stated in the advertisement so that it can be seen that like is being compared with like.
 - b. Where items are listed and compared with those of competitors' products, the list shall be completed or else the advertisement shall make clear that the items are only a selection.
- i) Information Disclosure

1.47A A Service Provider should disclose in all Advertising Materials its legal name, the trade name under which it conducts business, and its contact details including principal or business addresses, telephone and fax numbers and e-mail address.

M. Customer Billing, Charging, Collection And Credit Practices

1.48 In relation to this section, a Service Providers should at all times be guided by the following principles in that it should endeavour wherever possible to:-

- a. ensure that Customers are able to obtain information relevant to their current bill or any item of its content without any charge.
- b. ensure that billing accuracy is verifiable;
- c. ensure that billing is timely
- d. ensure that sufficient information must be on the bill or otherwise readily available to the Customer for verification;
- e. ensure that upon a bona fide request from a Customer, the Service Provider must inform or provide the Customer with timely, accurate and current information about its billing terms and conditions and options relevant to that Customer.
- f. Retain records of a Customer's bill for a minimum period of One (1) year.

1.49 A Service Providers shall ensure that the minimum following information should be included in all bills issued:-

- a. The Customer's billing name;
- b. The Customer's billing address;
- c. The Service Provider's current business name, address and registered number;
- d. A bill reference and/or Customer Account Reference;
- e. The billing period;

- f. Description of the charges (and credits) for which the Customer is billed;
- g. The total amount billed, applicable credits, payments or discounts, and the net amount payable by the Customers;
- h. Date bill is issued;
- i. The payment due date;
- j. At least one method of bill payment;
- k. Method to contact for billing inquiries;
- l. Method to contact for complaints; and
- m. The nature of call charges applicable for billing inquiry calls.

Bill Presentation and Format

- 1.50 Service Providers should further ensure that:-
- a. Bills should be presented and formatted such that Customers can easily read and understand the content;
 - b. Bills should have sufficient and clear descriptions of items and categories.

Verification of Billed Charges

- 1.51 A Service Providers should put into place the necessary internal systems and safeguards to ensure that inaccuracies are minimized in charges billed to Customers.
- 1.52 It shall be the responsibility of the Customer to verify that charges billed to them are consistent with:-
- a. the Service Provider's published or contracted prices and discounts; and
 - b. what the Customer has requested, utilized or contracted to receive.

Itemization of Charges

- 1.53 A Service Provider must ensure that Customers have access to itemized details of all charges in relation to the services provided either on the bill or on a separate advice provided by the Service Provider upon request.
- 1.54 Unless otherwise requested by or agreed with the customer, Service Providers must provide itemized details during the current billing period. Where applicable, the Service Provider must inform Customers of the notice period required to obtain itemized billing. In addition, they must ensure that itemized details contained in the previous bills are available for a minimum period as required by law.
- 1.55 Except in the circumstances provided below, a Service Provider shall not charge its Customer for bills issued. The circumstances in which a Service Provider may so charge, are generally where Customer requests impose out of the ordinary requirements on the Service Provider such as :-
- a. Requests for past itemization details;
 - b. Frivolous, vexatious or onerous requests;
 - c. Such other situations as are reasonably considered by the Service Provider as incurring cost in carrying out the requests of the Customer.

In the event of a Service Provider wishing to levy charges in any of these instances, the Service Provider shall first inform the Customer of its intention to levy the charge as a result of the Customer's request and obtain the consent of the Customer.

Timeline For Issuance of Bill

- 1.56 Except in the circumstances provided for below, Service Providers must process and issue bills within 30 days of the closure of each billing period. The circumstances in which a Service Provider may exceed the specified number of days are:-
- a. Where there exists a separate agreement with the Customer to the contrary;

- b. Where there is a delay as a result of inclusion by the Service Provider of value added information into the bill;
- c. Where there has occurred a system or processing problem;
- d. Where there has been a purposeful delay on the part of the Service Provider for a specified and planned delay;
- e. Where there is force majeure.

Timeliness of Billed Charges

- 1.57 Service Providers should ensure that all charges relating to the billing period of each Service Provider should be incorporated in the current bill for that Billing Period.
- 1.58 In the event that a Service Provider is unable to or will not meet the requirements provided for in 1.56 or 1.57, the Service Provider will notify the Customer accordingly and inform the Customer of the arrangements being made by the Service Provider to rectify the situation.

Exchange of Billing Information Between Suppliers

- 1.59 Customer Billing Information may only be disclosed provided there is no breach of any law or regulation in place.

Allowable Delays to the Timelines of Billable Charges

- 1.60 The following constitute circumstances wherein any failure by a Service Provider in adhering to the timeline requirements in 1.56 and 1.57 above being deemed to be and constituting a non failure by the said Service Provider in fulfilling its said timeline obligations. These are circumstances where:-
- a. delays are occasioned by charges being suspended while under dispute;
 - b. charges are released after a delay that has been previously agreed by the Customer and the Service Provider;

- c. late billing of charges are due to back dated credits and re-billing following late advise to the Service Provider of a change in the status of the Customer;
- d. late billing of charges are due to changes initiated by the Customer, for eg, where the Customer has requested for changes in billing frequency or billing period;
- e. late billing of charges are due to Numbering Plan changes;
- f. there exist circumstances of force majeure;
- g. late billing is due to circumstances beyond the reasonable control of the Service Provider.

Information on Bill Payments

- 1.61 A Service Provider must ensure that information relating to the Service Provider's terms and conditions associated with bill payments (for eg. payment due date) is readily available to the Customers.

Methods of Bill Payments

- 1.62 Service Providers must clearly state at least one method of payment on their bill.

Direct Debit

- 1.63 Service Providers should provide for facilities enabling Customer to make payment of bills via Direct Debit.

Receipting and Customer Payment Advise

- 1.64 Service Providers should ensure that Customer are able to verify their bill payment via inter alia, acknowledgement of payment on the next bill issued, telephone confirmation by calling a specified number, or such other methods as may be prescribed by Service Providers.

Payment Options

- 1.65 Service Providers should inform Customers as to the various options available to Customer to make payment in respect of their bills as well as to the terms and conditions associated with each option. These payment options may include payment counters, online payments, payment at post offices, etc.

Billing Frequency

- 1.66 If affected a Service Provider must advise its Customer on changes to its billing period policy in advance.

Billing Inquiries

- 1.67 The Service Provider must state clearly on the bill (via telephone number or electronic address), a contact point for Customers to make billing inquiries, lodge complaints, request for clarification or express dissatisfaction. It must also be stated clearly on the bill the hours of operation of the contact point, and charges for each inquiry, if any.

N. **Provisioning of Service**

- 1.68 Service Providers shall endeavour to provide services within 3 working days from the time the duly completed registration form and supporting documents are received subject to the following: -

- (a) In the event there are technical complications within the network of the Service Provider during the provisioning of services, the time for provisioning will be subject to rectification of the technical complications.
- (b) Readiness and/or availability of the infrastructure
- (c) Credit worthiness of Customer

1.68A Relevant Service Providers shall comply and shall cause their agents to comply with the provisions relating to Standards on Fulfilment of Installation Orders in Determination 1 of 2002.

O. **Fault Repair of Services**

1.69 Service Providers shall implement the necessary facilities to allow Customers to report faults 24 hours a day.

1.70 Acknowledgement of complaint of fault repair – refer to Complaints Handling/Responsiveness

1.71 Relevant Service Providers shall comply and shall cause their agents to comply with the provisions relating to Standards on Service Restoration Performance in Determination 1 of 2002.

1.72 In the event of force majeure such as floods and storms the Service Provider shall endeavour to rectify the fault within such period of time as may be reasonable taking into account the situation.

2. **Protection of Personal Information**

2.1 **Introduction**

The objective of this Section is to set out the responsibility of a Service Provider in the protection of Consumer information.

2.2 General Principles

Following are some of the guiding principles which could be adopted: -

A Service Provider may collect and maintain necessary data/information of Consumers for tracking practices. However, the collection and maintenance of such data/information shall follow the following good practices: -

- (a) Fairly and lawfully collected and processed;
- (b) Processed for limited purposes;
- (c) Adequate, relevant and not excessive;
- (d) Accurate;
- (e) Not kept longer than necessary;
- (f) Processed in accordance with the data subject's rights;
- (g) Secure;
- (h) Not transferred to any party without prior approval from the Consumer.

Service Providers must take appropriate measures to provide adequate security, and respect Consumers' preferences regarding unsolicited mail and telephone calls.

Service Providers must be open, transparent, and meet generally accepted fair information principles including providing notice as to what personal information they collect, use, and disclose; the choices Consumers have with regard to the business' collection, use and, disclosure of that information; the access Consumers have to the information; the security measures are taken to protect the information, and the enforcement and redress mechanisms that are in place to remedy any violation of these.

2.3 Code Rules

The following rules refer to the collection of information both verbally and in writing.

2.3.1 Adoption and implementation of a “Protection of Consumer Information Policy”

Any Service Provider that collects Consumer's information has a responsibility to adopt and implement a policy that protects the privacy of identifiable information. Service Providers should also take steps that foster the adoption and implementation of an effective policy on the protection of Consumer information by the Service Providers with which they interact i.e. by sharing best practices with business partners.

2.3.2 Notice and disclosure

A Service Provider's policy on the protection of Consumer information should be made available the most accessible, easy to read and understood manner. In addition, such policy should be disclosed prior to the time that individually identifiable information is collected or requested.

The policy must state clearly what information is being collected; the use of that information; possible third party distribution of that information; the choices available to an individual regarding collection, use and distribution on the collected information; a statement of the organization's commitment to data security; and the steps the organization takes to ensure data quality and access.

The policy should also disclose the consequences, if relevant, of an individual's refusal to provide information. The policy should also include a clear statement of the accountability mechanism being applied, including how to contact the Service Providers.

2.3.3 Choice/Consent

Consumers must be given the opportunity to exercise choice regarding how individually identifiable information collected from them may be used.

2.3.4 Data Security

Service Providers creating, maintaining, using or disseminating individually identifiable information should take appropriate measures to assure its reliability and should take reasonable precautions to protect it from loss, misuse or alteration. They should take reasonable steps to assure that third parties to whom they transfer such information to are aware of these security practices, and that third parties also take the same precautions to protect any transferred information.

2.3.5 Data quality and access

Service Providers creating, maintaining, using or disseminating individually identifiable information should take reasonable steps to assure that the data is accurate, complete and timely for the purposes for which they are to be used.

Service Providers should establish appropriate processes or mechanisms so that inaccuracies in material individually identifiable information, such as account or contact information, may be corrected. These processes and mechanisms should be simple and easy to use, and provide assurance that inaccuracies have been corrected. Other procedures to assure data quality may include use of reliable sources and collection methods, reasonable and appropriate Consumer access and correction, and protection against incidental or unauthorized alteration.

PART 3 COMPLAINTS HANDLING

1. Complaint Handling System

Implement complaint handling system process based on following principles.

- (a) Visibility & Accessibility
- (b) Special Needs
- (c) Responsiveness
- (d) Charges
- (e) Further recourse
- (f) Suspension charges
- (g) Internal data collection and Analysis
- (h) Review
- (i) Changes to complaint handling processes
- (j) Retention of records

General

These rules refer to the processing of non-written (via telephone and walk in Customer) and written (via e-mail, fax post or otherwise) complaints to the Service Providers.

Service Providers must implement complaint handling processes based on the following principles:

2. Visibility and Accessibility

Service Providers' complaint handling processes must be publicised to Consumers and staff of the Service Providers. Information on the complaints handling processes shall contain:

- (a) information to consumers about their right to complain;
- (b) information on how Service Providers can be contacted in order to make a complaint;
- (c) information on the types of supporting information and/or documents the complainant needs to furnish when making a complaint;
- (d) written complaints will be acknowledged by the Service Provider upon receipt and non-written complaints will be taken as acknowledged at the time the complaint was made;
- (e) Speedy complaint lodgements by consumers should be encouraged to ensure prompt processing of complaints by Service Providers;
- (f) all complaints will be recorded by the Service Providers.

2.1 It is recommended that Service Providers provide easily understood information about their complaint process in as many mediums and formats as possible. It is recommended that Service Providers take steps to ensure that Customers can easily identify where a complaint may be lodged within a Service Provider's premise. The more specific reference to "customer service" or "complaints" is recommended in preference to "general inquiries".

2.2 To ensure that Customers are not discouraged from making a complaint, Service Providers/ Service Providers should consider the provision of a toll free or local access number. Other alternatives for low cost access include e-mail, toll free/local call fax, mailing address or Internet webpage form.

3. **Special needs**

- 3.1 Service Providers are encouraged to make adequate provisions to ensure that, where necessary, people with physical disabilities are able to access their complaint handling process, such as:
- i. providing an enquiry line, including direct access via a local call or toll free number,
 - ii. ensuring that Customers can be easily represented by their authorised representative in order to make a complaint, providing a means of authorisation can be easily established and verified.
- 3.2 In cases where Customers specifically request assistance in lodging complaints, Service Providers are encouraged to provide whatever assistance is reasonable. There may be a number of reasons for the request, e.g. language problems or physical disability.

4. **Responsiveness**

- 4.1 Non-written complaints will be taken as acknowledged at the time the complaint was made.
- 4.2 Written complaints must be acknowledged within three (3) working days of receipt of the complaint. A Service Provider can elect to do this either verbally or in writing, unless the complainant specifies it to be verbal or written.
- 4.3 Wherever possible, Customers must be advised when they make a complaint, or within seven (7) working days, of receipt of the complaint of the complexity of the investigation and a timeframe for the possible final determination of the complaint. In the event that the complaint is a frivolous or vexatious one, the Customer shall be informed accordingly within seven (7) working days of receipt of the complaint and if dissatisfied the Customer shall have the further recourse specified in paragraph 6.1 below.
- 4.4 The timeframe for resolution of the complaint should in 90% of the complaints resolved within a timeframe not exceeding 15 business days and in 95% of the complaints resolved within a timeframe not exceeding 30 business days from the time of submission of all relevant

supporting information or documents as requested by the Service Provider having regard to the nature of the complaint.

- 4.5 In certain cases (5% or less of all complaints received) it will not be possible for a complaint to be resolved within the thirty calendar (30) days timeframe due to the complexity or circumstances of the complaint. Regular updates must be provided to the customer in these circumstances and the complainant must be kept informed as to the complaint's progress and likely timeframe for finalisation.
- 4.6 Service Providers should provide the Customers with sufficient information to ensure that the Customers can effectively inquire on the progress of the complaint and be advised if this information changes. Such information may take the form of advising the Customer to quote the Customer's name, telephone number, complaint reference number or other identifier in order to facilitate a timely and accurate response to the Customer on subsequent enquiries by them.
- 4.7 Where a Customer is not satisfied with a decision reached pursuant to a complaint lodge with a Service Provider, the Service Provider shall deal with that dissatisfaction in accordance with escalation process which each Service Provider must put in place. Where the escalation processes were already exhausted or where there are no further escalation processes, the Service Provider shall inform the Customer accordingly.
- 4.8 Customers must be advised of the outcome of the investigation of their complaint. This can be in a written format, if requested by the Customers.
- 4.9 In the event that it is not possible to resolve the complaint within 45 days or the Service Provider is of the opinion that the complaint cannot be resolved within 45 days, the Service Provider must inform the Customer accordingly and advise the Customer that he has a right to refer the complaint to the Consumer Forum.
- 4.10 This Code should be read in conjunction with the provisions in Determinations 1, 2, 3 and 4 of 2002 relating to Standard on General Customer Complaint Handling and Standard on Billing Performance.

5. Charges

5.1 Complaint handling processes should be provided free of charge. However, a Service Provider may impose a reasonable charge for complaint handling processes where investigation of a complaint requires the retrieval of extensive or archival (more than 1 year old) records.

6. Further Recourse

6.1 In the event the Customer remains dissatisfied with the outcome of a complaint, the Service Provider must advise Customers of their external options for complaint handling, that is the Consumer Forum.

6.2 The Customer should also be informed by the Service Provider that it has the right to ultimately refer its complaint to the Commission.

7. Suspension of Charges

7.1 A Service Provider must avoid taking any credit management action regarding the specific aspect of the service to which a complaint relates while the complaint is being investigated. The Service Provider should inform the Customer that while the complaint is being investigated, the Customer is obliged to make payment on any outstanding amount other than the disputed portion.

Where it becomes necessary for a Service Provider to take credit management action against a Customer during the course of a complaint investigation on an outstanding amount, the Service Provider will notify the Customer.

8. Internal Data Collection and Analysis

8.1 Service Providers must have appropriate recording systems for complaints and their outcomes.

8.2 Data collected must be categorised and analysed by the Service Provider from time to time to allow for the identification of recurring problems.

8.3 Service Providers should inform the Customer that a record of their complaints are being kept.

9. Review

9.1 Service Providers must review their complaint handling from time to time to ensure that it is delivering efficient processing of complaints. Any necessary amendments must be made to the complaint handling process on the basis of these reviews.

10. Changes to Complaint Handling Processes

10.1 Service Providers must update any information regarding their complaint handling process to reflect any variations to the complaint handling process and must also inform and update the Consumer Forum accordingly.

11. Retention of Records

11.1 Material collected and recorded throughout the complaint handling process is to be retained by Service Providers for a period of one (1) year following the resolution of a complaint.

12. Audit by MCMC

12.1 The MCMC may from time to time audit the complaints handling processes of the Service Providers and of the Consumer Forum.

PART 4 CODE COMPLIANCE BY SERVICE PROVIDERS

- 1.0 The Service Providers will observe the following to ensure their compliance to this Code and the Sub-codes:-
- (a) Develop appropriate compliance policy and procedures.
 - (b) Ensure that the compliance policy, procedures and the Code are publicised to the employees of the Service Provider.
 - (c) Develop appropriate procedures or programmes to educate employees of Code compliance issues.
 - (d) Implement a line management structure to monitor compliance of the policies, procedures and the Code.
 - (e) Designate or set up a specific unit to attend to, coordinate or otherwise handle Code compliance related issues.
 - (f) To liaise with the Consumer Forum in order to get updates on the Code.
 - (g) Where relevant, ensure that the Code is published to third parties who are working together with the Service Provider in the provision of the services.

PART 5 REPORTING

1. Overview

- 1.1 The Consumer Forum will provide regular progress reports to assist it in its ongoing monitoring and review of Codes. The progress reports will document:
- (a) identified breaches of each Code as specified in Part 6, 1.2 (d) (section on Sanctions), and the remedial action taken (on an anonymous basis);
 - (b) instances of rejection of a complaint as specified in Part 6, 6 B 6.4 (consumer complaints) and Part 6, 6 C 6.6 (industry complaints), and the reasons for rejection;
 - (c) publicity and education programmes;
 - (d) identified recurring complaints as specified in Part 6, 1.2 (b) and steps taken to address these;
 - (e) statistics on complaints as specified in Part 6, 1.2 (c) and their resolution, outlined in appropriate detail;
 - (f) the Consumer Forum monitoring activities undertaken;
 - (g) steps taken by Service Providers/ Service Providers in the development of in-house compliance systems;
 - (h) costs and other details of financial administration;
 - (i) continuous improvement in Code principles and administration; and
 - (j) developments in technology which are expected to have an impact on operational procedures covered by the Code, and the steps proposed to be taken by the Consumer Forum to address these issues.
- 1.2 The progress reports will be publicised via the Consumer Forum's publications.

- 1.3 The progress reports may be made available to the public upon request.
- 1.4 The Consumer Forum's annual report will contain a summary of all progress reports for that relevant year.

PART 6 MONITORING, REVIEW AND ADMENDMENTS

1. Monitoring

1.1 The Forum will monitor compliance with the codes provisions and the overall effectiveness of the code in achieving its objectives, for example:

- (a) Complaints monitoring.
- (b) Compliance monitoring
- (c) Routine verification of code compliance by Service Providers
- (d) Identification of universal code issues and breaches

1.2 The Forum will maintain a complaints handling database on which its staff will record and monitor the following information in respect of industry complaints arising from each code.

- (a) Forum Participation
 - i. Number of Forum Participants (members and licensees)
- (b) Complaints Handling
 - i. number and percentage of complaints by subject matter
 - ii. number and percentage of complaints lodged by whom and against whom
 - iii. number and percentage of complaints determined by the Consumer Forum to be outside the scope of the Code and the reasons for matters being registered as such.
- (c) Compliance
 - i. number and percentage of parties found to be in breach of the Code
 - ii. number and percentage of parties complained against, found not to be in breach of the Code

- iii. number and percentage of parties in breach of the Code which implemented rectification strategies.
 - iv. number and percentage of parties in breach of the Code which did not implement rectification strategies.
 - v. type (Consumer or Service Provider), number and percentage of parties who appeal and the outcome.
- (d) Sanctions
- i. number and type of sanctions imposed and the outcome of rectification.
- (e) Publicity and Education
- i. number and percentage of Forum Participants who have implemented Code publicity and education activities.
- 1.3 Compliance Monitoring
- (a) Compliance monitoring will be undertaken at regular intervals and on Service Providers selected by the Forum on a random basis with aim of monitoring the effectiveness of the Code.
 - (b) Compliance monitoring will be performed on participant practices within the scope of the Code and will be conducted by various methods, including visits to the respective Service Provider, request for information compliance status etc
- 1.4 Compliance monitoring does not aim to identify individual instances of Code breaches. The Consumer Forum will not have any responsibility for evaluating the adequacy of compliance programs of participants, or the adequacy of any end Products or Services. However, if the industry compliance monitoring identifies an individual instance of non-compliance, a confidential notification will be issued by the Forum Chair to the participant. This will notify the Service Provider of the compliance monitoring results and encourage their compliance with the Code. An invitation to the Service Provider to discuss the issue confidentially with the Forum will be provided.

2. **Routine Verification of Code Compliance by Participants**

- 2.1 Where a Code stipulates the need for routine compliance verification, Service Providers will be required to meet the compliance requirements stipulated in the Code. The Code may identify both the information required and the timing of routine compliance verification reports. Such routine compliance reports must be provided to the Forum. Where a verification report identifies non-compliance, advice will be issued to the Service Providers identifying a timeframe for rectification in accordance with the Code. Where the rectification timeframe is not met, the Consumer Forum has the discretion to encourage compliance and provide assistance to the Service Providers on a confidential basis.

3. **Monitoring of Universal Code Issues and Breaches**

- 3.1 Regular meetings will be held between the Consumer Forum and the MCMC to ensure the Consumer Forum is aware of any emerging or universal issues with the Forum Codes, as highlighted by consumer complaints.

4. **Code Review**

- 4.1 The Code and all sub-Codes will be reviewed at least every three (3) years or earlier as specified in the relevant Code. In addition, the Consumer Forum or Council may initiate a review of any Code as a result of Code monitoring activities.
- 4.2 In any Code review, the Code will be assessed against the following Key Performance Indicators (KPIs) or any other additional KPIs as may be specified from time to time by the Consumer Forum:

KPI 1. Number of breaches of the Code

Target 1.1 Small number of Code breach as determined by Consumer/industry complaint handling scheme

Target 2.2 Small number of Code breach as identified from compliance monitoring

KPI 2. Number of complaints against participants in the Code

Target 2.1 Small number of Consumer/industry Code complaints

KPI 3. Number of proposed amendments to the Code

Target 3.1 Small number of Code amendments proposed

KPI 4. Level of awareness of the Code amongst industry, consumers and interested parties

Target 4.1 High level of awareness of the Code amongst industry, consumers and interested parties

KPI 5 Level of complaints received by the MCMC and other relevant organisations

Target 5.1 Low level of complaints received.

KPI 6. Number and level of serious Code breaches

Target 6.1 Small number of serious Code breaches.

Target 6.2 Reduced level of seriousness of Code breaches.

KPI 7. Level of adherence to Code provisions

Target 7.1 High level of adherence to Code provisions

5. **Amendment/Replacement of a Code**

5.1 As a result of a Code review, the Consumer Forum may recommend the amendment to a Code. The Consumer Forum will have the responsibility for Code amendments as outlined in the Consumer Forum's Operating Manual.

5.2 Amendments will be made with adequate publicity of the amendments prior to publishing of the amended Code in final form in accordance with Section 95 of the CMA 1998.

6. Code Adherence

A. Jurisdiction

- 6.1 Complaints about non-adherence with the Code and sub-Codes will arise in two broad categories, Consumer complaints and industry complaints.
- 6.2 In handling complaints, the Forum will operate a comprehensive, objective and impartial mechanism to undertake investigation, apply sanctions and provide for independent appeal.
- 6.3 In the event the Forum finds that a complaint does not fall within its jurisdiction, the Forum will refer the matter to the appropriate body.

B. Consumer Complaints

- 6.4 All complaints by Consumers will first be lodged and dealt with by the relevant Service Provider in accordance to Part 3, 4. In the event the Consumer remains dissatisfied with the resolution of the complaint by the Service Provider after all avenues set out in Part 3, 4 have been exhausted, the Consumer may lodge a complaint with the Consumer Forum.
- 6.5 Where the complainant or the Service Provider is dissatisfied with the Consumer Forum's decision, the dissatisfied party can refer the complaints to the MCMC.

C. Industry complaints

- 6.6 Industry complaints are those made by a group comprising a minimum of two (2) members of the industry against a Forum Participant for alleged breach of a Code. Industry complaints will also include complaints by a group comprising a minimum of two (2) organisations representing consumer interests against a participant.

All Industry complaints will be lodged directly with the Consumer Forum and not the Service Provider. Any group, except Service Providers who choose not to be members of the Consumer Forum, may lodge these complaints.

D. Complaints Handling and Sanctions by Forum.

- 6.7 The Forum will coordinate the administration of the Code adherence system, complaints and administration of sanctions.
- 6.8 The Forum will analyse and investigate the complaint in order to determine whether there has been a breach of the Code. In the event the Forum finds that there has been a breach, the Forum will consider the following factors in arriving at a decision on the type of sanctions to be imposed:
- (a) seriousness of the breach,
 - (b) past conduct of the Service Provider with respect to compliance with the Code.
 - (c) representations made by the Service Provider with regards to the alleged breach.
- 6.9 The types of sanction that can be imposed are:
- (i) issuance of a caution notice,
 - (ii) issuance of a warning notice

E. Referral to the Communications and Multimedia Commission

- 6.10 In the case of continued breaches of registered Codes, The Forum will use its discretion as to whether to refer a matter to the MCMC for its consideration. The Forum will use the full mechanisms of this complaint handling and sanction process, before referral to the MCMC.

F. Appeals Process

- 6.11 Parties wishing to appeal the decision of the Forum must do so in accordance with the procedures laid down in the Operating Manual.

G. Monitoring of breach rectification

- 6.12 The Forum will monitor the adoption of sanctions, rectifications and appeals.

H. Confidentiality

- 6.13 Subject to this code and any requirements at law, any activities by the Forum in administering this Code will be undertaken on a confidential basis. Any confidential information disclosed by a party to the Forum in connection with a complaint must be kept confidential by the other party to the complaint, subject to any requirements at law.
- 6.14 Before a party provides confidential information to the Forum, the Forum and the other party to a complaint may be required to execute confidentiality agreements (in the Forum's standard form) in respect of that information.
- 6.15 The Forum will keep a confidential register of investigations and their outcomes.
- 6.16 The Code seeks to encourage compliant behaviour and does not provide a forum for individual restitution.
- 6.17 The Forum will provide checkpoints beyond which parties (the complainant and the respondent) will be required to bear the costs for complaints handling by the Forum. To protect all parties from escalation of costs and to encourage parties to consider alternative ways to resolve the issues, the Forum will inform parties of the cost implications of proceeding with the complaints.

I. General Principle of Compensation

- 6.18 Service Providers must offer compensation to customers in cases of breach of a Consumer Code and any relevant mandatory standards that have been issued and will be issued from time to time by Malaysian Communications and Multimedia Commission regarding a matter dealt with in this Code or the said Mandatory Standard. It is accepted that compensation is not meant to penalise Service Providers nor to unjustly enrich customers. As far as possible customers are to be placed in the same position they were prior to the breach.

Compensation packages may be in monetary or non-monetary form and may take the form of refund, rebates, waivers, free activation, etc. It is also recognized that compensation differs from industry to industry and specific compensation packages relevant to industry will be elaborated further in the sub-codes. Compensation is not intended to

and shall not amount to a penalty on Service Providers whether in the form of special or consequential losses or damages or otherwise.