



## **ACMA Draft International Mobile Roaming Standard**

### **Communications Alliance and AMTA Comments**

15 March 2013

## Introduction

The Associations recognise that the ACMA had undertaken a comprehensive consultation process with stakeholders in drafting the *Telecommunications (International Mobile Roaming) Industry Standard 2013* (the draft Standard). The Associations appreciate that many of the concerns raised by industry during consultations have been addressed in the most recent draft.

Similarly, industry members have been working to ensure that the issue of consumer awareness of IMR continues to be addressed by industry through improvements in information provided to consumers, including as required under the newly revised Telecommunications Consumer Protections (TCP) Code.

As stated in our previous submission to the ACMA, the Associations believe that the standard should:

- be workable and consumer friendly;
- avoid being overly prescriptive;
- be outcomes based and allow for flexibility in implementation;
- align with the Telecommunications Consumer Protections (TCP) Code;
- take into consideration the arrangements that exist between Australian mobile network providers and their overseas partners in order to provide international roaming services; as well as
- take into consideration arrangements between mobile network operators and resellers in Australia.

## Comments on the draft Standard

### General

The Associations are concerned by the subjective language used in some places of the draft Standard. It is preferable to use clear, objectively defined terms to avoid ambiguity or potential misrepresentation.

For example, in clause 5 (1) (a) the use of the word, “significantly” is subjective and could in many cases be misleading for the customer. Roaming plans and services vary and not all services will have a “significantly” higher charge from the customer’s perspective. The Associations suggest that it would be clearer to delete the word “significantly” from this clause.

Further if a service provider offers a roaming service that does not have charges that differ from using the service at home, the obligation in 5(1)(a) should be flexibly applied so that the customer is not misled.

Another example is the use of “immediately” throughout the draft Standard. In most cases, if “immediately” was deleted the meaning of the clause would still be clear but ambiguities around how compliance with the Standard is to be implemented would be removed.

## Clause 5

- As per the concerns outlined above, industry suggests deleting the word “significantly” from the SMS message in 5 (1) (a).
- The Associations believe it should not be necessary to send an SMS as per clause 5 (1) (a) if the customer would be incurring charges identical to those that would be incurred at home for the same usage.
- The Associations also suggest that “give” in 5 (1) and 5(2) (a) should either be replaced with “send” or defined so that a CSP who makes best efforts to send an SMS to a customer is not in breach if there is a failure on the part of the CSP’s overseas network partner to deliver the SMS in a timely manner. Similarly, “give” in clause 5(2) (c) should be replaced by “send” as the first provider only has control over their systems, not over those of the second provider. (Other related references, such as in clause 5(5) will also need to be updated.)
- The Associations support the opt-out capability in 5 (3) (a) as it provides flexibility for customers. The Associations believe that as the customer is able to opt-in again in future, the customer’s choice to opt-out should remain in place until the customer decides to change their preference.

## Clause 8

- The Associations’ members submit that the proposed 3 month implementation period for some measures is not achievable. The implementation of spend management tools for IMR will require significant investment and complex changes in procedures and systems before they can be implemented. It is not possible for such changes to be made within 3 months due to resource, development and testing requirements. As such, the Associations request that the implementation date for Clause 8 should be 15 months after the Standard taking effect for large providers and after 24 months for smaller providers. This implementation timeframe closely matches that given to providers to implement TCP Code requirements.
- The Associations note that the date in 8(4)(b) must relate to the underlying pricing plan that a customer may be on (which relates to the underlying billing system involved) rather than when the customer acquired their IMR value pack and that this needs to be clarified in the drafting of this clause.
- The Associations suggest that an opt-out capability should also be available to customers under Clause 8 as this would be consistent with Clause 5. The Associations note that the TCP Code requirements allow customers to opt out of spend management alerts and there will likely be a customer expectation that they may do so for IMR alerts as well.
- The Associations suggest that the requirement for both functions of clause 8 (pushed alerts and pulled usage and expenditure information) to be provided by every Spend Management Tool is unnecessary and counter-productive. These two functions should be able to be met with separate Spend Management Tools, which will introduce more flexibility for operators without any change in the experience for customers.

## Review

The Associations suggest that a review five years after commencement of the Standard may be too long in a market where technology and services are changing so rapidly. Rather, the Associations suggest the ACMA commence a review after 2 years of the final implementation date for the Standard's requirements.

The Associations also suggest that a review of the Standard should consider incorporation of the Standard's requirements and obligations into the TCP Code.