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الموافق : ٣/٨/٢٠٠٧

السادة شركة /

عضو اللجنة التوجيهية للمنتدى المختص بتطبيق اختيار المشغل والاختيار المسبق للمشغل

الموضوع: تقديم خدمات اختيار المشغل

والاختيار المسبق للمشغل

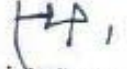
إشارة إلى القرار رقم (1) للجنة التوجيهية للمنتدى المختص بتطبيق تعليمات الهيئة المتعلقة بتقديم خدمات اختيار المشغل والاختيار المسبق للمشغل المتخذ في جلسة الاخيرة رقم 29 (IFSC 29<sup>th</sup> Meeting) تاريخ 2007/2/5 والمتعلق برفع النقاط التالية المتعلقة بوثيقة CS/ CPS Industry Code of Practice والتي لم يتمكن المنتدى من الاتفاق عليها للهيئة للنظر فيها واتخاذ قرارات بشأنها:

- Point 4 (Order handling process/PSP initiation)
- Point 5.3.5 (Bundling or Tying of Services)
- Point 9.1 (WinBack Activities)

يرجى العلم بان مجلس مفوضي الهيئة قد قرر بجلسته رقم 18-19/2007 تاريخ 2007/9/16 الصيغة النهائية لهذه النقاط وعلى النحو المبين في وثيقة Code of Practice المرفقة والتي اعتمدها المنتدى بجلسته رقم 29 تاريخ 2007/2/5، كما قرر المجلس بأن يتم التأكيد عليكم بضرورة الالتزام التام بتطبيق خدمات اختيار المشغل والاختيار المسبق للمشغل (CPS/CS) باستخدام نظام الفوترة المستقلة Independent Billing و/أو نظام الفوترة الموحدة Consolidated Billing، والالتزام كذلك بوثيقة Industry Code of Practice المرفقة، بحيث تكون كل من شركة الاتصالات الأردنية والشركة الأردنية لخدمات الهواتف المتنقلة، بصفتيهما المشغلين الرئيسيين للخدمات مدار البحث (Primary Service Providers- PSRs)، جاهزين لاستقبال ودراسة والتعامل مع الطلبات المقدمة من الشركات الأخرى (Alternative Service Providers-ASPs) حسب ما تم الاتفاق عليه من إجراءات وتفصيل في المنتدى المختص وبما يتفق مع جداول الخدمة والأسعار المتعلقة بالخدمات مدار البحث التي تقرها الهيئة.

وتفضلوا بقبول فائق الاحترام،

د. أحمد حياصات

  
الرئيس التنفيذي

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# **Carrier Selection / Carrier Pre-Selection**

## **Industry Code of Practice**

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## 2. Document History

Version	Date	Author	Change Summary

## 3. Glossary

<b>Alternative Service Provider (ASP)</b>	A telecommunications service provider which offers an alternative to the services provided by the Primary Service Provider
<b>Carrier</b>	A telecommunications service provider that offers to carry customer calls in place of the Primary Service Provider.
<b>Carrier Access Code (CAC)</b>	a National Numbering Plan four-digit code assigned to the Alternate Service Provider.
<b>Consolidated Billing (CB)</b>	The customer bill will detail all charges of both the customer's Primary

	Service Provider and the Alternative Service Provider (i.e., International Calls).
<b>Carrier Pre-Selection (CPS)</b>	The facility offered to end users which allows them to opt for certain defined classes of call to be carried by an operator selected in advance (and having a contract with the Customer), without having to dial a routing prefix or follow any other different procedure to invoke such routing.
<b>Carrier Selection (CS)</b>	The facility offered to end users, which allows them to opt for an alternative operator other than the operator that provides their line to make calls to any destination by the dialing of a routing prefix.
<b>Eligible Customer/Subscriber</b>	The owner of a fixed or mobile line in Jordan. In the case of post-paid accounts, it is the registered owner of record for the account, who has authority to make changes to the account and who is responsible for payments due on the account. For pre-paid accounts, it is the individual who is the registered owner of the account, where this information exists; where this information is non-existent, fraudulent or frivolous, it is the individual with <i>de facto</i> control of the account.
<b>Gaining Operator</b>	The Operator who gained the Customer either PSP or ASP
<b>Independent Billing (IB)</b>	The billing provided by either the Alternative Service Provider, a third party or by agreement with the Primary Service Provider;
<b>Losing Operator</b>	The Operator who lost his Customer either PSP or ASP
<b>National Numbering Plan (NNP)</b>	The NNP indicates the number ranges that are delegated for particular purposes or not delegated.
<b>Operator</b>	A Licensee who operates a public telecommunications network
<b>Primary Service Provider (PSP)</b>	The telecommunications service provider (Operator) who provides a service number (telephone number) and access to originate and receive calls.

## 4. Order Handling Process for CPS

Order Handling Process for CPS is as set out in Appendix (1).

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## 5. Provision of New Service

- 5.1. If the Subscriber enquires about the available choices of Pre-Selected Operators, the Subscriber must be given instructions on where to find such information and in no way shall the Customer be lead to believe that CS/CPS is not available.
- 5.2. If the Subscriber requests a CS/CPS service for a particular ASP from the ASP or PSP, then they shall provide an application form for the Subscriber to fill out and then process this application and provision the service as appropriate in accordance with the standing provisioning process (including Authentication process).
- 5.3. PSPs are explicitly prohibited from acting in a discriminatory manner with respect to services provided by the ASPs, including:
  - 5.3.1 Providing written or oral information that is negative or derogatory concerning any ASP's service or service quality
  - 5.3.2 Promoting or suggesting service provided by any ASP, particularly an ASP with which they may have a financial or strategic connection or arrangement
  - 5.3.3 Directing a Subscriber towards information on CPS providers in any way that is preferential or discriminatory
  - 5.3.4 Suggesting that selecting any particular ASP will result in delay in provisioning, added expense, or otherwise negatively impact their service
  - 5.3.5 Bundling or tying of services provided by the PSP with service provided by any ASP, e.g., providing discounts on PSP services to Customers who selected a Pre-Selection Carrier preferred by the PSP, unless the bundled services are also available separately and the same bundling offer is provided to all other ASPs at the same time and under the same terms and conditions and communicated to TRC in accordance with Interconnection Instructions and any other related regulations issued by TRC from time to time.
  - 5.3.6 PSP service order forms shall not contain any promotional material, advertisements, or inducements for any Pre-Selection Carrier
  - 5.3.7 Offering service as a "negative option," on any service contract, such that failure by a Subscriber to take a specified action will be considered as selection of any particular Carrier

## 6. Existing Customers

- 6.1. PSPs are required to treat all Customers on an equal and non-discriminatory basis; in particular, they are specifically enjoined from using a Customer's Pre-Selected Operator choice as the basis for preferential or discriminatory treatment with respect to other services (including but not limited to access to the network, response to fault reporting, pricing or bundling of other value added services, or using customer contact as an opportunity to promote or denigrate any particular Carrier's service).
- 6.2. A subscriber may change their Pre-Selected ASP at any time by contacting either the PSP or an ASP and submitting relevant required document (i.e. valid contract in case of ASP initiation and a completed service request form in case of PSP initiation).
- 6.3. If more than one request is received for the same subscriber, then the latest request will not be processed until the earlier request is processed (Rejected / Accepted) (i.e. First Come-First Served principle will be applied).
- 6.4. If the Subscriber submits a notice of change of service address to a PSP, and the PSP technically approved the change of address, then the PSP must forward this information to the Subscriber's Pre-Selected ASP within (10) Working Days.

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- 6.5. If the Subscriber who has the CS/CPS service asks the PSP to change his telephone number, then the CS/CPS service shall be transferred to the new number and inform the ASP of the new telephone number before the new telephone number is activated, the Customer may be charged for transferring the CS/CPS a one time fee similar to the charge to add/change/delete a service feature such as call forwarding.
  - 6.6. If the telephone number at the new address remains the same as the old telephone number, then the PSP must provision the new line with the same Pre-Selected ASP as service at the old address.
  - 6.7. if the subscriber telephone number changes as a result of any reason beyond subscriber request (ex. Change the national Numbering Plan, TRC regulations,...) then the PSP must provision the new telephone number with the Same pre-selected ASP that provided the service at the old number, and inform the ASP of the new telephone number before the new telephone number is activated

## **7. Complaints Handling and Enquiries**

- 7.1. Both PSPs and ASPs are required to operate a customer service centre with representatives available to receive and respond to complaints and enquiries on their own services 24-hours per day, 7 days per week.
- 7.2. PSPs and ASPs should maintain a common channel for the inter operator escalation process to allow their respective customer service representatives to contact each other in order to resolve problems with the Service for particular Customers; such as technical issues, enquiries, billing issues and other matters on a 24-hour, 7-day basis.
- 7.3. For Consolidated Billing Post-Paid Subscribers, the PSP should present charges made by the PSP and on behalf of ASP on separate lines on the same bill and as clearly as possible indicate which entity (PSP or ASP) is responsible for the charges.
- 7.4. Both PSP and ASP should clearly present their own customer care contact information in their own subscriber invoice.
- 7.5. PSPs and ASPs must inform each other of any changes in their customer care contact information at least 30 days prior to any such change becoming effective.
- 7.6. If a Customer erroneously contacts the inappropriate party, they will be provided with the information necessary to contact the appropriate party; e.g., if a Customer contacts a PSP about charges for long distance service, the PSP will provide them with the correct contact information (to call the unified customer service center number [CAC+1201]).
- 7.7. PSPs may not use a complaint or enquiry as a sales opportunity; such that they may not respond to the customer enquiry by suggesting the Subscribers to consider changing their Pre-Selected Operator, or by using the opportunity to promote another Carrier's service, to denigrate another Carrier's service or service quality, or to otherwise provide unsolicited or inappropriate information.

## **8. Unauthorised Provisioning of CPS**

- 8.1. Operators are required by laws and regulations not to change or submit a request for change of Pre-Selected Operator that has not been properly authorised by the Subscriber.
- 8.2. Where an incident (s) of unauthorized provisioning of CPS service is identified by an Operator, the incident(s) shall be reported to the Gaining Operator as a result of the unauthorized provisioning. All Operators who are party to the incident (s) complained of shall use their best endeavours possible to resolve the matter. Where the matter is resolved the Gaining Operator shall notify the providing Carrier to restore the Subscriber's service to the status previous to the disputed provisioning.
- 8.3. Any complaints concerning incident(s) of unauthorized provisioning of CPS that cannot be resolved in accordance with paragraph 8.2, or within ten Working Days of the Gaining

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Operator as a result of the unauthorized provisioning being notified per paragraph 8.2 above, the Operator claiming loss as a result of the suspected unauthorized provisioning of CPS practices shall have the option of requesting the TRC to arbitrate upon the complaint.

## **9. “Win-Back” Activities**

9.1. "Win-back" activities by the Losing Operator shall be prohibited in relation to any Customer for a period of 30 days starting from the submission of an Operator change request.

## **10. Billing and Tariff Presentation**

The below information, at a minimum, shall be included in the subscriber bill:

1. Destination number.
2. Duration
3. Price
4. CAC
5. Carrier Name (if technically doable)

## **11. Subscriber Application Form**

- 11.1. The Subscriber Application Form shall include, at a minimum, the following information.
- 11.1.1 Customer name (3 parts).
  - 11.1.2 National ID (Attached a copy of the Personal ID).
  - 11.1.3 Passport ID (Attached a copy of it), for Non-Jordanian.
  - 11.1.4 MSISDN/PSTN No.
  - 11.1.5 SIM Number.
  - 11.1.6 Address (Billing address + physical address (for the PSTN Customer)).
  - 11.1.7 Alternative contact telephone number.
  - 11.1.8 Copy of the authorization letter, if the Customer fills the contract on behalf of the real line owner (Authorizer).
  - 11.1.9 National ID of the authorized person (Attached copy of the Personal ID).
  - 11.1.10 Customer Signature.
  - 11.1.11 Service type (IB, CB).
  - 11.1.12 ASP name.
  - 11.1.13 PSP name.
  - 11.1.14 A legal statement confirming that the Customer is completely responsible for the authenticity of information provided by the Customer in the contract.

## **12. Promotion of CPS**

12.1. Promotion of CPS must be fair, competitive and based on mutual respect between Operators. Operators must ensure that they do not mislead the Subscriber about

- 
- another Operator and/or its services or products, or provide information that demotes or denigrates a competitor.
- 12.2. Operators must be able to provide substantiation for objectively discernable facts it publishes in connection with the promotion of CPS. Such substantiation must be maintained for six months or any other period recommended by the TRC and should be available upon request by the TRC.
  - 12.3. Details of a promotion must be accurate and all related conditions and durations must be clearly stated. Offers that contain comparative claims or information must be true. Operators must maintain records to prove that promotions and offers are true and correct.
  - 12.4. Promotion material and offers must be presented carefully, clearly, honestly and advertised in a manner that does not mislead potential Subscribers about the Operator, the service or product being promoted, or about any other Operator or any other Operator's services or products. The Operator must not attempt to mislead the Subscriber directly, implicitly, by omission, ambiguity, exaggeration or any other method.
  - 12.5. Contracts and service order forms must be used solely for their primary purposes and should not be a place to promote products or services, or advertise for prizes or contests.

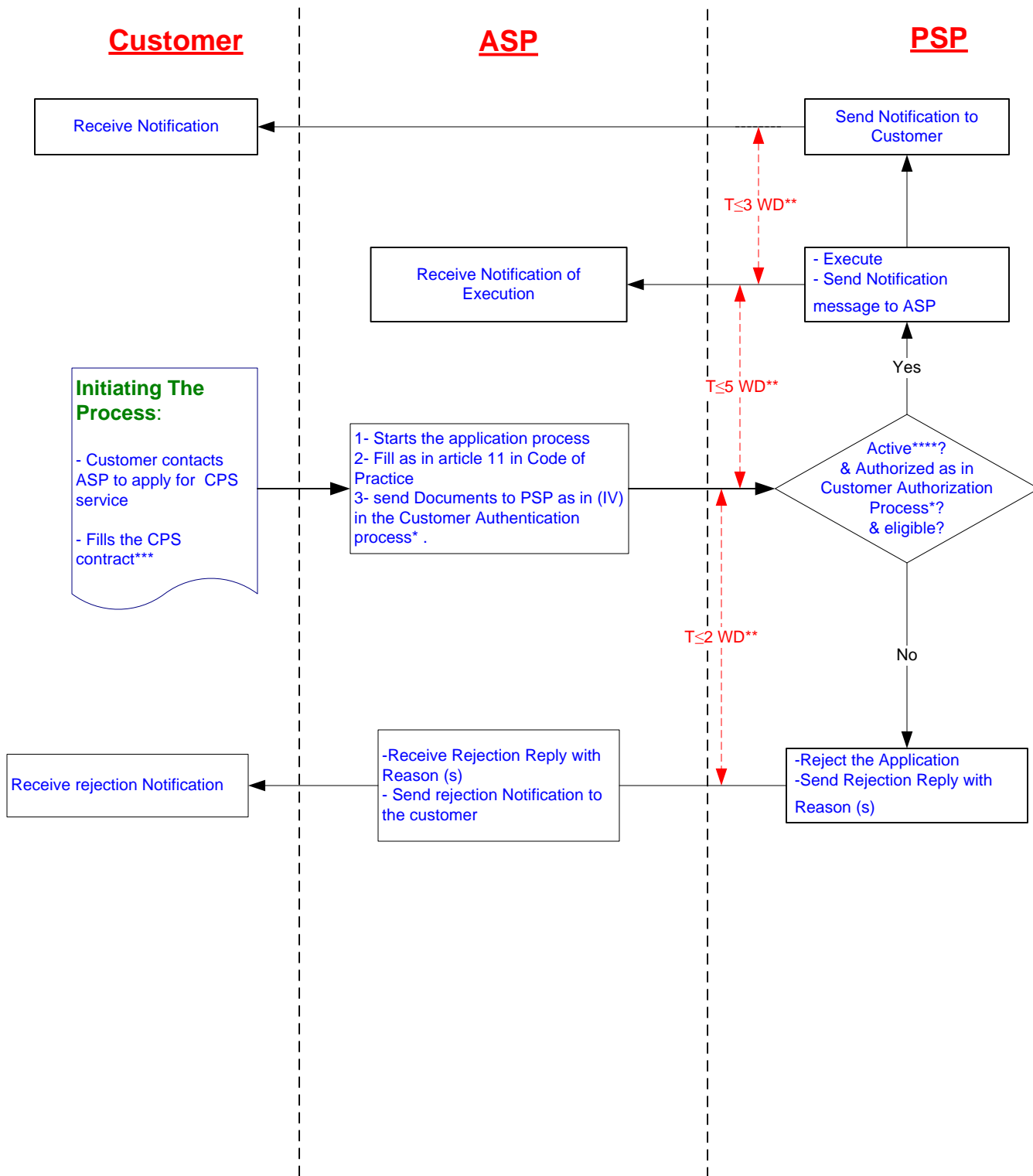
### **13. Use of Subscriber Information**

- 13.1. Usage of Subscriber information by any Operator must be in conformance with current and future legislation governing the usage and sharing of such information.
- 13.2. All steps to insure the safeguard of the Subscriber's privacy and the confidentiality of Subscriber information such as names, addresses, telephone numbers, calling patterns, and telephone bills must be enforced by the Operator. The usage or disclosure of such information must be limited to the extent required for the provision of service, or related services (e.g., Subscriber directories), and/or for any other purpose.



# CPS Order Handling Process (Customer - ASP - PSP)

Appendix (1), Page 1/2



\* Customer Authentication Process= Process is as set out in Attachment (1)

\*\* WD =Working Day

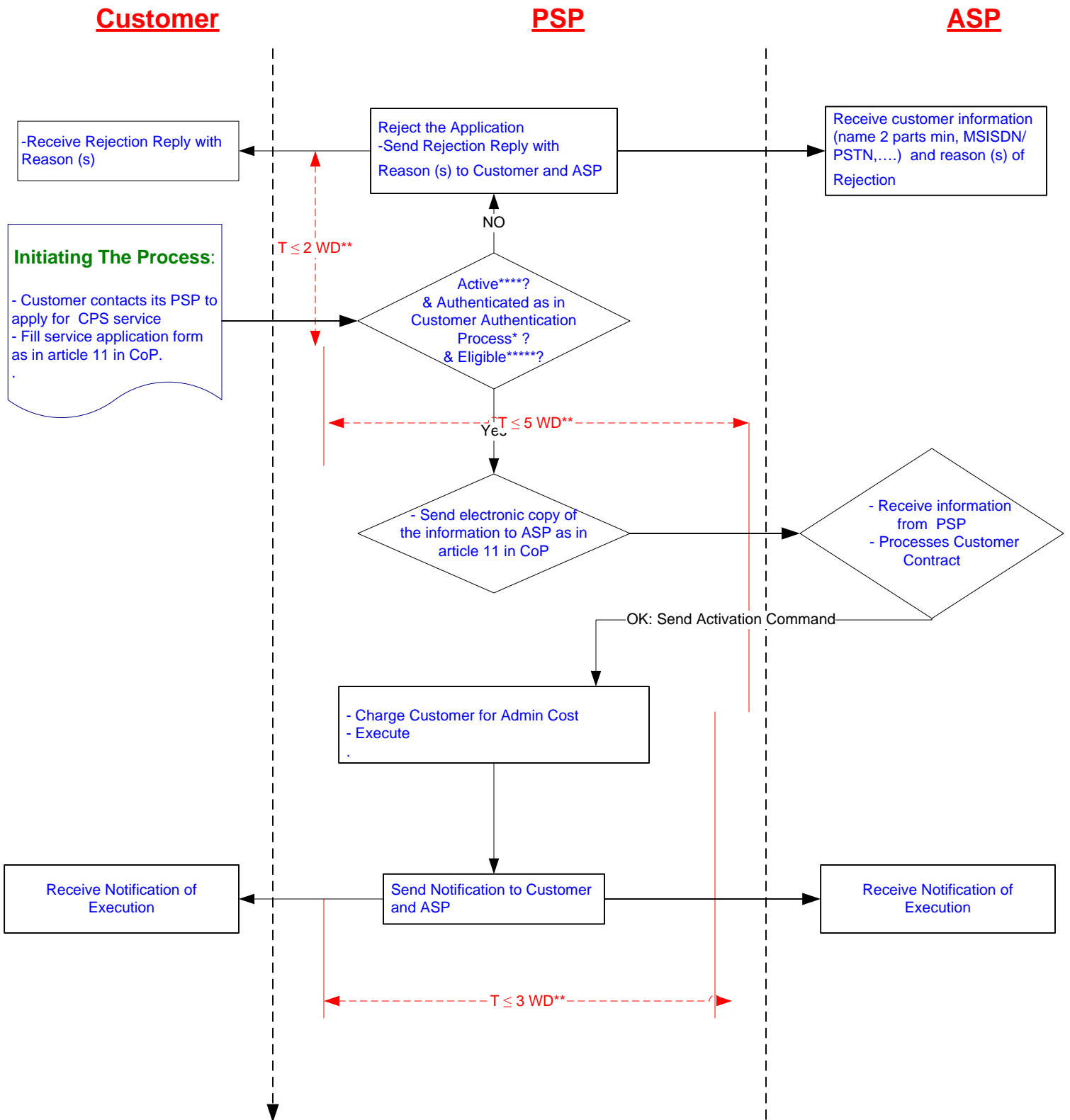
\*\*\*Customer has to have Contract with the ASP, the Contract Includes: Application form, Terms & Condition, Fees (Setup fees,...)

\*\*\*\* Active: If the customer can make any type of call to any destination (Customer will not be considered active if he/she can make emergency and customer care calls only) and activity not related to a balance.

\*\*\*\*\* Eligible: As per Code of Practice (CoP)

# CPS Order Handling Process (Customer - PSP -ASP)

## Appendix (1), Page 2/2



\* Customer Authentication Process= Process is as set out in Attachment (1)

\*\* WD =Working Day

\*\*\*Customer has to have Contract with the ASP, the Contract Includes: Application form, Terms & Condition, Fees (Setup fees,...)

\*\*\*\* Active: If the customer can make any type of call to any destination (Customer will not be considered active if he/she can make emergency and customer care calls only) and activity not related to a balance.

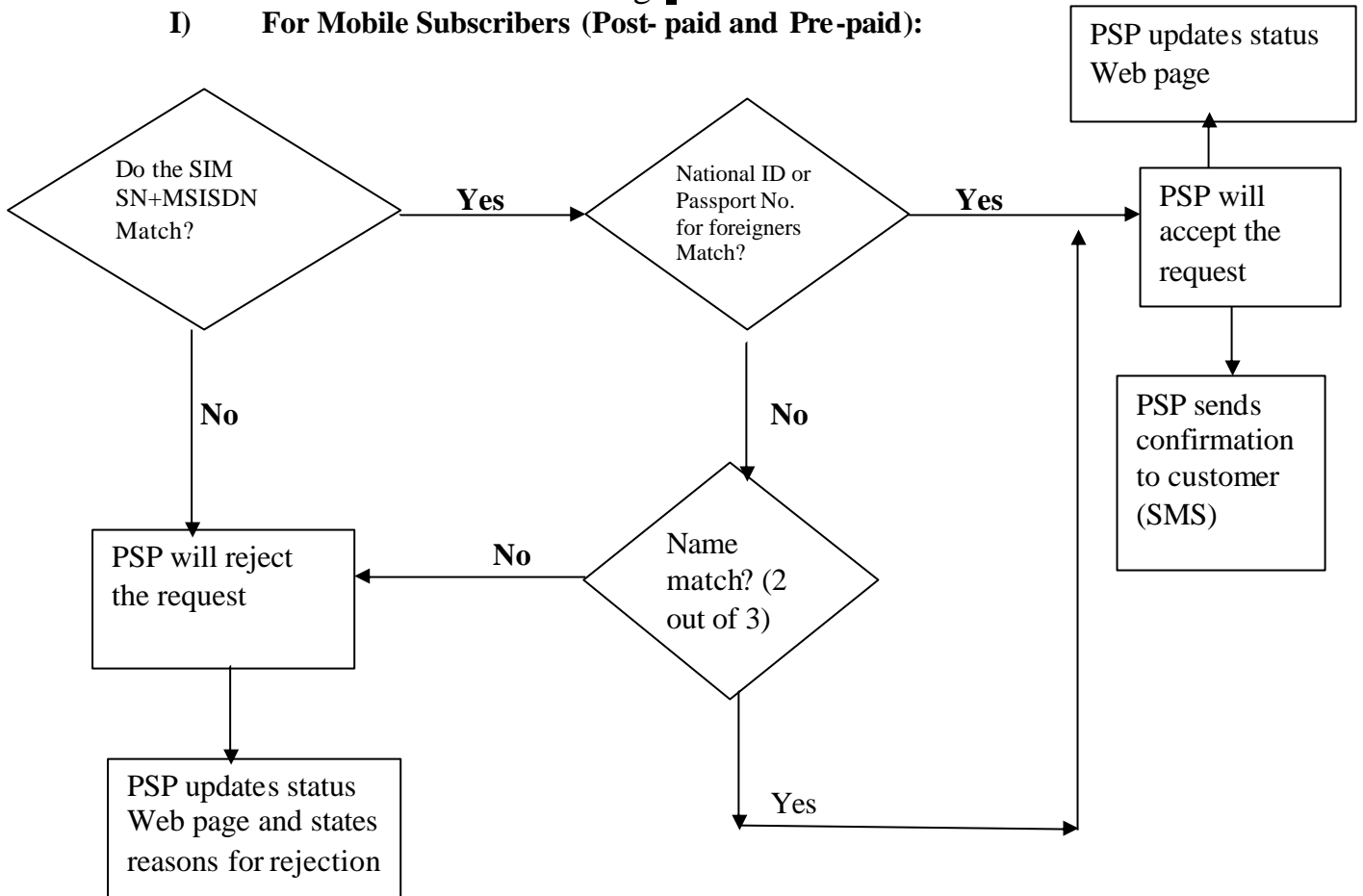
\*\*\*\*\* Eligible: As per Code of Practice (CoP)

# Customer Authentication Process

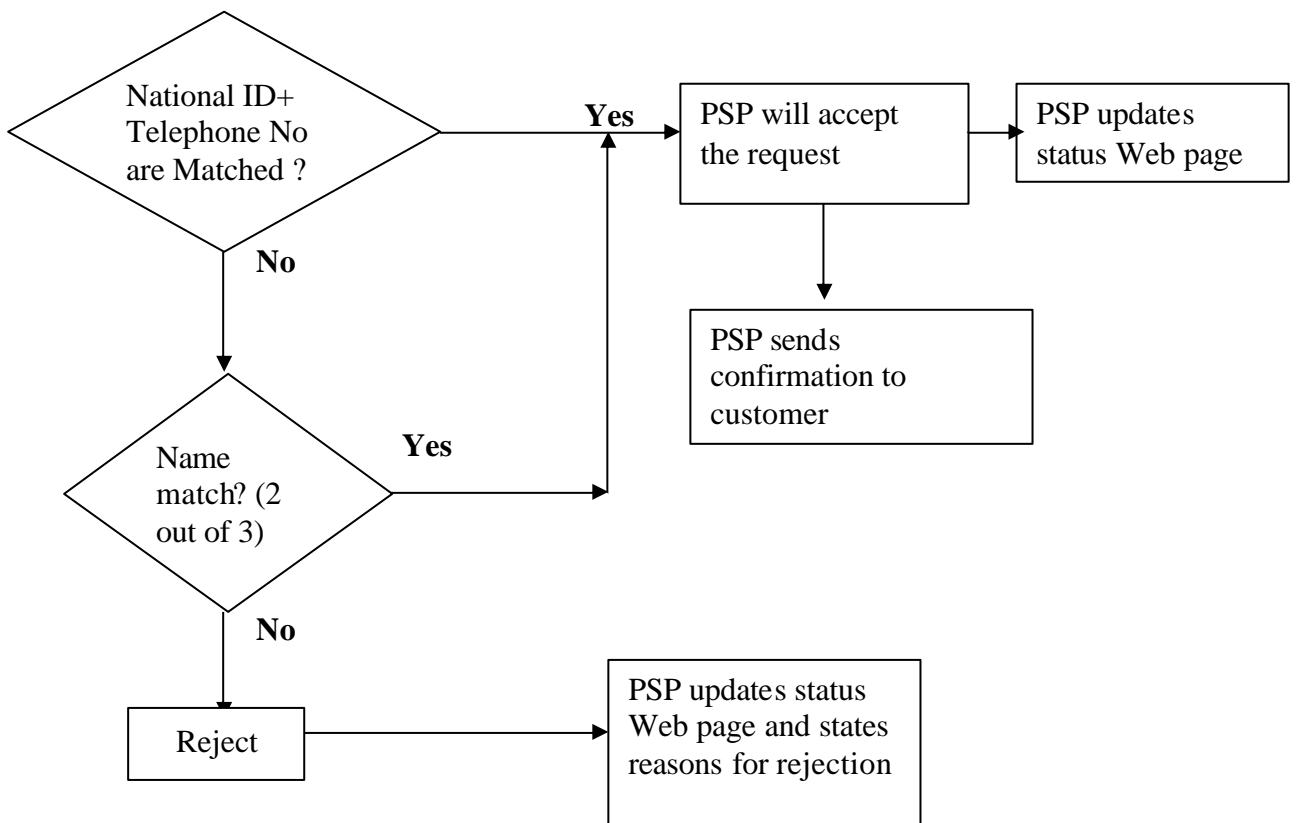
Attachment (1) to Appendix 1

Page 1/2

## I) For Mobile Subscribers (Post-paid and Pre-paid):



## II) For PSTN Subscribers:



## **Customer Authentication Process**

Attachment (1) to Appendix 1

Page 2/2

**III) If the customer information (Customer Name) were incorrect in the PSP Database, then the customer shall contact his PSP to update and modify his information in the PSP Database.**

**IV) The Customer information to be passed by ASP to PSP is:**

- Customer Name : 3 sections
- Mobile/PSTN Number.
- National/Passport Number
- SIM serial number (Mobile).
- Service Type (CPS-IB, CPS-CB).

**V) Corporates**

Authentication letter from the authorized signatory of the line owner is required to be presented to the PSP by the ASP or directly from the customer to PSP depending on customer choice