



UK Mobile Operators' Code of Practice on Consumer Billing

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Introduction

This voluntary Code of Practice has been developed by EE, Telefonica UK (O2), Virgin Mobile, Vodafone and Three (referred to collectively in this Code as 'the mobile operators') for mobile consumer contracts in the UK.

The UK has one of the most competitive mobile markets in the world. Consequently UK consumers benefit from value, innovation and a quality network experience. However, we recognise that some customers occasionally face unexpected costs and may need additional help with this. This Code sets out the commitments agreed by the signatories to help our customers manage their costs and protect contract customers from unexpectedly high bills.

For those customers who prefer complete control over the cost of their telephony, the mobile network operators provide a range of Pay As You Go products. These offer choice and value coupled with low cost handsets that ensure the maximum expenditure is completely controlled by the customer, with no monthly commitment.

This code has been developed by the industry in consultation with the Government and Ofcom.

There are a number of clear and proportionate principles that underpin this code.

These are:

- Pricing should be clear, comprehensive and transparent.
- Mobile network operators should provide customers with both appropriate information and capabilities to manage and control their costs, including simple access to customer support (on-line and by telephone), and including means by which charges from the unauthorised use of lost and stolen devices can be capped.
- Customers have a responsibility to take steps to protect their phone from theft and unauthorised use and are encouraged to use the tools provided to best manage their spend.

The purpose of this code is to address concerns raised by Ofcom¹ and DCMS². It does not replace any statutory protections. The Code goes significantly beyond statutory requirements with regard to consumer liability and marks a step-change in the protections offered to consumers.

As such, the mobile operators will keep the Code under review, to ensure that it remains relevant, proportionate and effective.

¹ Ofcom UHB Research: <http://stakeholders.ofcom.org.uk/binaries/research/telecoms-research/bill-shock/Ofcom-Billshock-2013.pdf>

² Connectivity, Content and Consumers: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/225783/Connectivity_Content_and_Consumers_2013.pdf

Our commitments:

Signatories to this code commit to helping customers protect themselves from unexpectedly high bills and excessive costs. These commitments cover:

1. Supporting and advising customers
2. Out of Bundle Charges
3. Roaming
4. Premium Rate Services (PRS) and In-app purchases
5. Lost and Stolen devices

The Code

1. Supporting and advising customers:

The signatories of this Code will:

- support customers with information about services, policies and capabilities that they can use to protect themselves from unexpectedly high bills.
- inform customers about their responsibilities in relation to the timely reporting of lost or stolen devices, the availability of insurance (where appropriate) and other options that could reduce the customers' financial liability in the event their device is lost or stolen.
- provide advice to customers on the steps they can take to reduce the risk of theft, including services such as Immobilise³, which can help customers trace their lost or stolen device
- support customers with information about making their device secure and safeguarding their personal data in the event their device is lost or stolen (including signposting to relevant sections on www.police.uk).
- Signatories may choose the most appropriate method to support and advise customers

2. Out of bundle charges

The signatories of this Code commit to:

- providing information to customers on their spending through clear bills , setting out the costs associated with services.
- providing clear and transparent pricing regarding out of bundle charges.
- advising of products or services that are available to help managing costs - such as allowance bolt-ons'
- providing customers with the capabilities to obtain accurate and timely information about the level of their spend, including alerts when they are reaching their data bundle limits or capabilities to monitor usage and thus manage their monthly spend.

³ <https://www.immobilise.com/index.php>

3. Roaming

The signatories of this Code commit to:

- ensuring that customers have appropriate tools, products and information to control their international roaming costs.
- sending text message alerts (unless not technically feasible) with details of the local charges, upon a customer's arrival in a country outside the UK.
- providing information to their customers on how to avoid data roaming charges including how to turn off the data roaming function on the device.
- Signposting to information provided by Ofcom on how best to avoid 'inadvertent roaming' when close to national borders⁴. Providing information to customers on how to 'lock' their device to their home network, so as to avoid inadvertent roaming in national border areas.

4. Premium Rate Services (PRS⁵) and In-app purchases

The signatories of this Code, where applicable, will:

- continue to develop and promote a 'charge to bill' payment mechanism that gives customers certainty and control over how much they will pay for value added services, such as PRS and In-app purchases, or provide access to such services.
- Provide customers with barring capabilities to enable customers to protect against unauthorised or inadvertent access to premium rate voice services.

5. Lost or Stolen Devices

N.B. Currently customers are not liable to pay for unauthorised use once a phone is reported as lost or stolen to the relevant mobile operator.

- Under this Code, the signatories further commit to limiting customer's liability in the event of their device being lost or stolen. This can be done in one of two ways:
- **Either:** the customer may, where offered by a code signatory, select a tariff option that includes a monthly spending limit. This will ensure that the customer will not be liable for any unauthorised usage on the account prior to the device being reported lost or stolen. The customer must make all reasonable efforts to report the device as lost or stolen as soon as practical.
- **OR:** the code signatory must cap the customer's liability for charges incurred as a result of unauthorised use of the device after it has been lost or stolen, providing the customer reports the device as lost or stolen within the time specified by their provider.
- It is for each Code signatory to determine the level of cap and reporting time window.

⁴ <http://consumers.ofcom.org.uk/2014/04/inadvertent-roaming/>

⁵ <http://www.phonepayplus.org.uk/For-Business/Code-and-Help.aspx>

- Code signatories will keep the level of the liability cap and the reporting time window under review.
- The signatories of this code commit to providing customers with a 24 hour seven days a week non-premium rate phone line for reporting devices lost or stolen, as well as the ability to report the device lost or stolen online.
- The signatories shall provide information and advice to customers about protecting their information and data should their device be lost or stolen.
- The signatories shall be entitled to request a reasonable standard of proof (such as crime reference numbers) within a specific time period in order to facilitate the liability cap. The signatories may also refuse to facilitate a liability cap in the event that a customer has either deliberately not taken care of the device, or if reasonable precautions were not taken to protect the device. A liability cap will not be facilitated in the event of fraudulent or suspected fraudulent behaviour on the part of the person reporting the device lost or stolen.
- The signatories commit to continuing to provide a blacklisting facility that enables handsets to be deactivated across all UK mobile networks within 24 hours of receiving a report.