






MALTA COMMUNICATIONS AUTHORITY

# ENSURING COMPLIANCE WITH CONSUMER PROTECTION NORMS IN MOBILE TELEPHONY SERVICES

**Insights from MCA's Mystery Shopping  
Exercise**

MCA Reference: MCA/R/25-5577

Publication Date: 17<sup>th</sup> March 2025

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# 1 Abbreviations

<b>CRR</b>	S.L. 378.18 titled the 'Consumer Rights Regulations'
<b>ECNSR</b>	Electronic Communications Networks and Services (General) Regulations (S.L. 399.48 of the Laws of Malta)
<b>ETF</b>	Early termination fees
<b>IAS</b>	Internet access service
<b>M2M</b>	Machine-to-Machine Services
<b>MCA</b>	Malta Communications Authority
<b>NB-ICS</b>	Number-Based Interpersonal Communications Service
<b>NI-ICS</b>	Number-Independent Interpersonal Communications Service
<b>PA-ECS</b>	Publicly Available Electronic Communications Services
<b>S.L.</b>	Subsidiary Legislation

## 2 Introduction

Providers offering publicly available electronic communications services (hereafter 'PA-ECS') are required to adhere to a comprehensive set of consumer protection measures designed to safeguard consumer rights arising from EU and national laws, and decisions adopted by the Malta Communications Authority (hereafter 'the MCA' or 'the Authority'). These measures aim to promote transparency, informed decision-making, and fair treatment across all stages of the consumer journey. Key consumer protection measures include:

1. **Provision of correct information at point of sale:** Ensuring that consumers receive accurate and complete information about the services being offered at the time of subscription.
2. **Provision of all contractual documentation before contract conclusion:** Providing consumers with the '*pre-contractual information*'<sup>1</sup> and a '*contract summary*' before finalising agreements.
3. **Full disclosure of information in contracts:** Ensuring that all terms, conditions, fees, and charges associated with the services are clearly disclosed in the contract.
4. **Right to choose whether to include personal details in directory services:** Giving consumers the option to decide whether their personal details (such as phone number) will be included in public directory services.
5. **Adequate after-sales services:** Offering support and assistance to consumers after they have purchased or subscribed to a service, including handling inquiries and resolving complaints.
6. **Quality of service delivery:** Ensuring that the services provided meet the quality standards and specifications promised in the contract.
7. **Accurate and easily understandable bills:** Delivering clear, accurate, and easy to understand bills, including itemised billing where applicable, to help consumers understand the charges for different services or usage.
8. **Easy and simple termination processes:** Facilitating straightforward and hassle-free contract termination processes, including providing clear instructions and information on any penalties or fees however so described.

Under article 4 of the Malta Communications Authority Act<sup>2</sup>, the MCA is mandated to ensure that providers of PA-ECS comply with their legal obligations. To uphold this mandate, the MCA is empowered to conduct regulatory activities, including test purchases under a cover identity, to detect potential infringements of applicable rules.

This proactive approach is essential for effective monitoring and enforcing compliance with consumer protection measures. Through the use of mystery shopping techniques, the MCA

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<sup>1</sup> The '*pre-contractual information*' refers to the requirement emanating from regulation 87(1) of the ECNSR which requires that consumers are provided with the information contained in regulations 4 and 5 of the CRR and, the information listed in the Eighth Schedule of the ECNSR on a durable medium before they are bound by a contract or a corresponding offer.

<sup>2</sup> Cap. 418 of the Laws of Malta.

is better positioned to identify and address shortcomings, thereby safeguarding market integrity and upholding consumer rights.

In 2023, the MCA conducted mystery shopping by subscribing to one mobile post-paid plan from each of the three mobile providers in Malta: Epic Communications Ltd (hereafter 'Epic'), GO plc (hereafter 'GO'), and Melita Ltd (hereafter 'Melita') (collectively referred to in this report as 'the three mobile providers' or 'the providers'). This study highlighted several shortcomings, which were subsequently referred to the respective providers for them to address the aforesaid shortcomings. Sufficient time was granted for providers to implement corrective actions.

In 2024, the MCA conducted a follow-up mystery shopping exercise, once again subscribing to one mobile post-paid plan from each of the three mobile providers. This subsequent study aimed to assess whether the providers had addressed the previously identified issues and enhanced their compliance with consumer protection measures.

This report presents:

1. The findings from the 2023 mystery shopping exercise;
2. The actions taken by providers to address the issues identified in 2023;
3. The findings from the 2024 mystery shopping exercise;
4. The providers' responses to the shortcomings identified in 2024.

### 3 Methodology Used

The study employed a three-phase approach to evaluate and monitor the compliance with consumer protection requirements by Malta’s three major mobile service providers—Epic, GO, and Melita. Each phase was designed to ensure a thorough assessment of adherence to regulatory obligations. The methodology is outlined below:

#### Phase 1: Subscription and Testing (2023)

During this phase, an MCA employee (hereafter referred to as 'the consumer') subscribed to post-paid mobile services from each of the three providers. The primary objective was to evaluate their compliance with consumer protection requirements. The consumer meticulously documented all interactions and maintained records of all correspondence to facilitate accurate analysis and reporting. The table below outlines the mobile plans the consumer subscribed to during this phase:

Name of Plan	Contract Signature Date
Epic Basic plan	08.03.2023
GO Smart Plus	01.03.2023
Melita Flow 1	17.02.2023

#### Phase 2: Remedial Action and Monitoring

Findings from Phase 1 were communicated to the respective providers, along with requests for remedial action to address identified shortcomings. The MCA closely monitored the implementation of these actions to ensure compliance and verify that the necessary improvements were made.

#### Phase 3: Follow-Up Mystery Shopping after a new Subscription and Testing (2024)

In 2024, a follow-up assessment was conducted using mystery shopping techniques to determine whether providers had addressed the issues identified in Phase 1 and improved their compliance with consumer protection measures. The same assessment criteria from Phase 1 were applied to ensure consistency. The table below provides details of the mobile plans subscribed to during this phase:

Name of Plan	Contract Signature Date
Epic Basic Plan	08.04.2024
GO Freedom Plan 5GB	08.04.2024
Melita Endless Value Plan	05.04.2024

#### Phase 4: Follow up remedial action and conclusions

Findings from Phase 1 (2023) with those in Phase 3 (2024) were compared and shortcomings emerging from the most recent testing were communicated to the respective providers for their feedback. Both MCA's findings and the actions implemented by providers along with their commitments to address outstanding issues, are documented in Section 4 of this report.

## **4 Tests Conducted and Findings**

### **4.1 Subscribing to a Mobile Service Plan**

#### **4.1.1 Process Overview**

In this phase of the study, the consumer contacted the customer care teams of all three providers through various channels, to enquire about the mobile post-paid service plans offered. The consumer documented the information provided by the customer care representatives and cross-checked it against details published on the providers' websites and the relevant terms and conditions governing the specific service plans. After this validation process, the consumer submitted a formal request to subscribe to the selected service plan.

#### **4.1.2 Findings**

In the 2023 study, one provider experienced significant delays in responding to consumer enquiries, taking eight (8) days to contact the consumer. The provider attributed this to human errors and misaligned internal processes and took corrective action. In the 2024 study, response times improved, but there was still a delay of five (5) days. In both the 2023 and 2024 studies, the information provided by the provider's agent matched the details on the provider's website and its terms and conditions.

Another provider responded promptly via chat in both the 2023 and 2024 studies. However, in 2023, there was a discrepancy between the information provided about early termination fees versus what was listed on the provider's website and its terms and conditions. The provider confirmed the accuracy of its official documentation and took measures to ensure that their agents' provide correct information. In the 2024 study, all information provided by the agent matched the details on the provider's website and terms and conditions.

A third provider also responded promptly in both studies. In 2023, there was a lack of clarity regarding a discount included in the quoted price. The provider took steps to ensure that full pricing details were communicated transparently by their agents. In the 2024 study, all information provided by the agent matched the details on the provider's website and terms and conditions.

### **4.2 Provision of the 'Pre-Contractual Document', 'Contract Summary' and 'Signed Contract'**

#### **4.2.1 Process Overview**

Regulation 87 of the Electronic Communications Networks and Services (General) Regulations (ECNSR), requires that before consumers are bound by a contract or any corresponding offer, providers must give consumers two sets of information, namely the 'pre-



contractual document<sup>3</sup> and 'contract summary'<sup>4</sup>. Furthermore, in accordance with MCA's Decision titled '[Contracts, Transparency and Termination](#)', providers must also provide consumers with a copy of their signed contract.

In this phase of the study, the consumer evaluated whether each provider had provided a copy of the applicable 'pre-contractual document' and 'contract summary' on a durable medium before the contract was agreed upon, and whether a copy of the 'signed contract' was provided after it was signed.

## 4.2.2 Findings

In 2023, one provider did not send the pre-contractual document and contract summary before the consumer agreed to the contract, only providing a copy of the signed contract after subscription to the service. The provider assured the MCA that it was implementing both temporary and long-term solutions to resolve this issue.

In the 2024 study, a copy of the 'pre-contractual document' and the 'contract summary' were sent by the provider via email before the contract was agreed. A copy of the signed contract was also sent to the consumer.

The other two providers consistently sent the pre-contractual document and contract summary electronically before the contract was agreed in both the 2023 and 2024 testing. However, one of these providers failed to send a copy of the signed contract to the consumer. This provider attributed the issue to the recipient's email server rejecting the message and committed to introducing a new feature that allows consumers to download their signed contracts through the provider's online portal.

## 4.3 Consumer Authentication

### 4.3.1 Process Overview

In this phase of the study, the consumer recorded the verification methods adopted by providers to authenticate the consumer.

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<sup>3</sup> The 'pre-contractual document' must include the information specified in regulations 4 and 5 of the CRR and, the information listed in the Eighth Schedule of the ECNSR

<sup>4</sup> The 'contract summary' is a standardised document which includes a concise and easily readable presentation of the main information included in the 'pre-contractual document'.

## 4.3.2 Findings

In 2023, one provider required the consumer to present a copy of their ID card to verify their details when delivering the SIM card to the consumer's residence. However, in the 2024 study, the provider did not request any form of identification from the consumer during the subscription process. The provider later assured the MCA that failing to verify the consumer's identity during the subscription process was not in line with its internal policies and procedures. This provider stated that it mandates strict identity verification using valid identification documents before completing subscriptions. Following the identified shortcoming, this provider confirmed that it had provided targeted training to all customer-facing agents to reinforce the importance of these protocols.

Another provider did not request the consumer to present any form of identification during the subscription process in the 2023 study. Following this, the provider informed the MCA that it had initiated a process to review its verification procedures and that new measures were being introduced accordingly. In the 2024 study, the consumer was asked to submit a copy of their ID card electronically during the subscription process, but the person delivering the SIM card on behalf of the provider did not request any further identification. The provider explained that the consumer's details were collected during on boarding and that the person delivering the SIM Cards on their behalf ensured that deliveries were made to the correct address specified during sign-up.

A third provider also did not request the consumer to present any form of identification during the subscription process in the 2023 study. The provider stated that its processes require that their agents request to see the ID card of the consumer in order to verify their identity. In the 2024 study, the same issue persisted, with no identification being requested during the subscription process. The provider reiterated that its processes require that the person delivering the SIM Card on its behalf verifies the authenticity of the personal details and committed to address this matter through staff training.

## 4.4 Directory Preferences

### 4.4.1 Process Overview

During this phase of the study, the consumer evaluated the providers' compliance with the requirements set out by the MCA's 2016 decision titled ['Consolidated Decision on the Wholesale Access to Data and the Provision of Publicly Available Directory Information Services'](#). This decision grants subscribers of mobile and fixed telephony services the right to choose whether to include their personal details in a directory. Specifically, the consumer examined whether providers:

1. Offered consumers a consent clause with a clear choice between two mutually exclusive options—either to be included in any directory information service locally and within the EU, or to be ex-directory both locally and within the EU.

2. Ensured that the selection boxes for these options were not pre-selected by the providers.
3. Required separate signatures for directory services consent clauses, distinct from other signatures required for contract agreements.

The study focused on assessing how well providers adhered to these stipulations.

#### 4.4.2 Findings

In the 2023 study, one provider verbally asked the consumer about their preference for directory services but did not clearly explain that the signature was meant to confirm this choice. In response, the provider addressed the issue directly with the agent who finalised the contract with the consumer and issued guidance to all agents, emphasising the importance of informing subscribers about the option to include their details in directory services and ensuring their signature confirms their selection. In the 2024 study, the consumer signed the directory form remotely, allowing them to independently choose their preferred directory service and provide a separate signature to confirm this selection.

Another provider had pre-selected the option to include the consumer's details in the directory services in the 2023 study, without asking the consumer to indicate their preferences. Moreover, this provider did not request a separate signature from the consumer to confirm their directory preference. The provider explained that a recent upgrade to its Business Support System erroneously set the choice to be "included in directory" as the default option. Notwithstanding, this provider clarified that their agents were still required to ask consumers about their directory preference and acknowledged that, in this instance, its agent might not have followed the proper procedure.

This provider informed the MCA that it was working with its system vendor to restore the previous process, ensuring that no directory option is preselected. Additionally, it was working on separating the contract from the directory form in the Telesales process to obtain a separate signature from consumers for their directory services choice. In 2024, while the consumer was verbally asked about their preference, the contract still had the incorrect option selected. The consumer requested a corrected contract, which was provided, though a separate signature for directory preferences was still not requested.

The provider acknowledged that an error occurred due to an oversight by one of its agents, despite having established procedures to prevent such mistakes. To strengthen its procedures, the provider informed the MCA that, for subscriptions made via telesales or online chat, a process similar to in-store subscriptions would be implemented. It further stated that the revised approach would ensure that consumers sign specifically for their directory preferences.

A third provider did not ask the consumer to indicate their directory services preferences in the 2023 study, instead pre-selecting the option to exclude their details from the directory services. While the consumer was required to sign, it was not explained that their signature was meant to confirm this choice. The provider informed the MCA that to address similar

shortcomings, it had implemented a new system feature to prompt agents to ask consumers to indicate their directory service preference. Additionally, this provider reassured the MCA that it requires a separate signature from consumers to clearly confirm their directory services preference. However, in the 2024 study, the same issue persisted, with the exclusion option still being pre-selected by the provider, and the purpose of the required signature remaining unclear. The provider has since updated its systems to better prompt agents to ask consumers to specify their directory service preferences and is currently exploring the introduction of new processes that would allow consumers to submit their signatures digitally. Additionally, this provider is evaluating the possibility of enabling consumers to update their directory service preferences through the online portal.

## 4.5 Contract Signing

### 4.5.1 Process Overview

Regulation 87 of the ECNSR requires that consumers provide their explicit consent before being bound by a contract or any corresponding offer. Decision 2 Part A of MCA's Decision Notice titled ['Contracts, Transparency and Termination'](#) further requires that when concluding a contract, after having provided the consumer with the applicable 'pre-contractual information' and 'contract summary', the provider must obtain the consumer's explicit consent by means of a signature on a durable medium clearly indicating his/her agreement to enter into that contract. A copy of this consent obtained by the provider must be provided to the consumer on a durable medium upon conclusion of the contract.

It is important to note that when finalising a subscription, consumers may be asked to provide multiple signatures. For example, one signature may be required to confirm a consumer's agreement to the contract, another to indicate whether they wish to be included or excluded from directory services, and another to confirm receipt of the SIM card. The MCA firmly believes that whenever a consumer is required to sign (either electronically or on paper), the signature field should be accompanied by text explaining the purpose and implications of each signature. The MCA will continue to monitor the practices adopted by providers in obtaining consumer signatures and reserves the right to consider introducing more stringent measures to ensure proper transparency if it remains unsatisfied with the processes deployed by providers.

In this phase of the study, the consumer checked whether providers had requested the signature of the contract and whether the process of obtaining these signatures was clearly communicated by the provider in accordance with the above.

### 4.5.2 Findings

In the 2023 study, the person delivering the SIM Card to the consumer's residence on behalf of one provider requested two signatures on a blank electronic device, with no indication of

their purpose. In response, the provider clarified that its agents follow a specific process when obtaining signatures, which includes:

- informing consumers about the type of document being signed;
- allowing them to review the full contract and confirm details; and
- notifying them that signing indicates acceptance of the terms and conditions.

This provider also stated that this procedure also applies to directory forms, and all its agents had received additional face-to-face training on the matter.

In the 2024 study, the consumer signed the contract remotely by electronic means. Besides being requested to sign and confirm their agreement to the contract, the consumer was also requested to sign the directory form. In both cases, information in text format clarifying the purpose and scope of each signature was provided to the consumer.

In the subscriptions made in the 2023 and 2024 studies of a second provider, the consumer signed the contract remotely. The consumer was requested to sign a single time in both studies and in each case text information clarifying the purpose and scope of each signature was provided to the consumer. In both studies, the consumer was not requested to sign a directory form.

In 2023, when testing the subscription process of a third provider, the person delivering the SIM Card to the consumer's residence on behalf of the provider requested two signatures on a blank electronic device, with no indication of their purpose. The provider initially responded by stating that additional wording would be added next to the signature fields on the electronic device to clarify what the consumer is signing for when asked to do so upon SIM card delivery. However, in a later study, the same issue persisted. The provider acknowledged that the person delivering the SIM Card on its behalf did not follow the correct process, which required showing this information to the consumer. The provider committed to provide additional training to ensure compliance with the applicable norms.

## 4.6 Information Included in the 'Pre-Contractual Document' and the 'Contract Summary'

### 4.6.1 Process Overview

As outlined in section 4.2.1, regulation 87 of the ECNSR requires that, before consumers are bound by a contract or any related offer for PA-ECS (excluding transmission services for M2M), they must receive both a 'pre-contractual document' and a concise, easily readable contract summary.

**Pre-Contractual Document:** The pre-contractual document must include information specified in: (i) Regulations 4 and 5 of the CRR, (ii) The information list in the Eighth Schedule of the ECNSR, and (iii). Decision 1 of the MCA's Decision Notice on 'Contracts, Transparency, and Termination.'

**Contract Summary:** The contract summary must be provided in line with the 'Contract Summary Implementing Regulation.' It should be a standard one-page sheet (for one service) or up to three pages (for a bundle), given to every consumer before contract conclusion. The summary should present key information clearly, including the provider's contact details, service description, internet speeds, price, contract duration, renewal and termination terms, and features for consumers with disabilities.

In 2022, the MCA issued a 'Guidance Note' titled ['Ensuring that 'contracts' contain only information specific to the tariff plan and services requested by the consumer'](#). This was published after the MCA found instances where 'pre-contractual information' and 'contract summaries' from some ECS providers included details of multiple tariff plans or options.

The aforesaid Guidance Note advises providers to ensure that 'pre-contractual information' and 'contract summary' documents only include details relevant to the tariff plan requested by the consumer. For flexible tariff plans where consumers may choose their preferences, documents should contain only information relevant to the specific plan selected by the consumer.

In this phase of the study, the MCA conducted a high level overview to ensure that both the 'pre-contractual document' and the 'contract summary' contained information in accordance with the legal obligations cited above.

## 4.6.2 Findings

### 4.6.2.1 Contract Summary

During the 2023 study the MCA identified the following shortcomings in the contract summaries provided by the three (3) providers, namely:

- One (1) of the contract summaries included details relevant to contracts requiring a twenty-four (24) month minimum period, which should not have been included as the consumer had subscribed to a contract without any minimum duration;
- The prices in one (1) of the contract summaries did not specify whether the prices were inclusive or exclusive of excise tax;
- The plan of one (1) of the providers subscribed to by the consumer had a minimum contract period of three months, but the contract summary incorrectly stated that an early termination fee would apply if the contract was terminated within the first 12 months;
- One (1) of the contract summaries, exceeded the one-page limit allowed by the Contract Summary Implementing Regulation for a single service;
- The information on the applicable monthly access fee of one (1) of the contract summaries was not presented in an easily understandable format;
- The internet speeds in one (1) of the contract summaries did not include the estimated maximum download and upload speeds.

The issues identified in the 2023 study were not found in the second study conducted in 2024, indicating they had been resolved.

#### 4.6.2.2 Pre-Contractual Document

In the 2023 study, the MCA identified a number of shortcomings in the pre-contractual documents provided by the three providers. A number of these issues were no longer present in the 2024 study, indicating they had been resolved. However, some shortcomings persisted and are currently being addressed by the providers<sup>5</sup>.

Below is a summary of MCA's findings:

- **Information on certain Quality of Service (QoS) aspects**

In the 2023 study, the pre-contractual document of all the three (3) providers lacked information regarding certain aspects of service quality, specifically initial connection time, failure probability and call signalling delays.

For one (1) provider, the QoS information that was missing in the 2023 study, was subsequently included in the pre-contractual document given to the consumer in the 2024 study. However, for the other two (2) providers, the pre-contractual documents still lacked the same required QoS information that was absent from the pre-contractual documents provided in the 2023 study.

- **Information on certain Remedies**

In the 2023 study, the pre-contractual documents of all the three (3) providers lacked information regarding some of the remedies that providers are legally required to offer in cases of significant, ongoing, or frequently recurring discrepancies between the actual service performance and the performance outlined in the contract.

For two (2) providers, this information on remedies that was missing in the 2023 study was included in the pre-contractual document given to the consumer in the 2024 study. However, with regard to the third provider, the pre-contractual document still lacked the required information.

- **Information on early termination fees**

The pre-contractual document of two (2) of the providers contained incorrect information about early termination fees.

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<sup>5</sup> As part of this study, the MCA instructed providers to notify subscribers whose contracts required amendments to correct any missing or inaccurate information. Subscribers were to be given a thirty (30) day period to terminate their contracts without incurring additional costs, in line with regulation 92 of the ECNSR and the MCA's Decision Notice on 'Contracts, Transparency, and Termination.'



In the 2024 study, one (1) provider corrected the misinformation on early termination fees identified in the 2023 study but mistakenly included details relevant to contracts requiring a twenty-four (24) month commitment, despite the consumer's subscription being only for three (3) months. This provider stated that it would implement the necessary changes, ensuring that three (3) month and twenty-four (24) month pre-contractual documents are separated and include only the information relevant to the tariff requested by the end-user.

For the other provider, the issues noted in the initial study were not present in the 2024 study, indicating they had been resolved.

- **Monthly Allowances and Facilities to Monitor Usage**

The pre-contractual document of one (1) of the providers lacked information about the monthly allowances allocated to subscribers, as well as information on the facilities to monitor the usage and the balance of allowances in the subscriber's account.

The pre-contractual document provided to the consumer in the 2024 study still lacked this same information. The provider undertook to address this shortcoming.

- **Information not relevant to the service plan chosen by the consumer**

The pre-contractual document of one (1) provider included terms and conditions for services which were not part of the service plan chosen.

This issue was not present in the 2024 study, indicating that it had been resolved.

## 4.7 Itemised Billing

### 4.7.1 Process Overview

According to the MCA decision notice titled '[Standard and Itemised Billing](#)', published in 2016, post-paid subscribers for fixed and mobile telephony services must be provided with access to a detailed itemised bill at no cost, through a medium they can easily access. Similarly, pre-paid mobile subscribers should be given the option, upon request, to view a detailed report of their usage by visiting any of their service provider's outlets.

In this phase of the study, the consumer verified whether they could easily access their itemised bills for the mobile services they were subscribed to.

### 4.7.2 Findings

In the 2023 study, the consumer attempted to access the itemised bill of one (1) of the providers through the online portal, but this feature was not available. Instead, the provider sent a copy of the itemised bill via email upon request. The same process was followed in the 2024 study.



For another provider, the 2023 study involved a subscription to a hybrid plan, which typically does not provide itemised bills. However, subscribers on such plans still have the right to request a detailed usage report free of charge by visiting the provider's outlet. In the 2024 study, the consumer was able to access the itemised bill directly through the provider's online portal.<sup>6</sup>

With the third provider, the consumer had no difficulty accessing itemised bills through the online portal in both the 2023 and 2024 studies.

## 4.8 Termination of Service

### 4.8.1 Process Overview

In accordance with regulation 91 of the ECNSR, subscribers have the right to terminate their contract through simple means. During this phase of the study, the consumer tested the termination process to assess whether it was simple and efficient.

### 4.8.2 Findings

In 2023, a number of issues in the mobile termination process of one (1) provider were identified, including:

- Consumers were required to sign on a tablet without being clearly informed of the purpose of their signature.
- No identity verification was requested.
- Consumers received unrelated SMS messages after requesting termination.
- The provider did not provide a specific termination date.

In response, this provider acknowledged that its signature pads do not support additional text, but stated that consumers are now given the option to review the signed document on a computer screen or to receive a physical copy. Additionally, this provider stated that it planned to improve SMS notifications for better clarity whilst emphasising that its agents are instructed to strictly verify consumers' identities and that it has provided additional guidance for frontline staff.

In the 2024 study, the provider improved its process by requesting identification documents for verification and ensuring termination occurred within the promised timeframe. However, the consumer was still not shown the document they were signing on the digital pad and did not receive any SMS or email confirmation of the termination request.

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<sup>6</sup> In the 2024 study, the consumer subscribed to a post-paid plan with this provider.

The provider acknowledged the need for increased transparency in its digital signing process and committed to introduce in-store tablets to allow clearer document review before signing. At the time of the study, this system was not yet fully implemented. Additionally, the provider acknowledged a lapse in termination request confirmations and committed to introducing automated notifications to prevent such occurrences. This provider also confirmed that, in addition to allowing consumers to terminate their services in person at one of its outlets, they can now do so remotely by submitting a termination form via email.

A second provider allowed the consumer to terminate the service remotely, whereby the termination form was signed electronically using secure SMS authentication. A copy of the signed termination form was sent to the consumer by email. In the 2024 study, the consumer visited an outlet of this provider to terminate the service and while the agent requested the consumer's details, including their ID card number, the actual ID document was not verified by the agent. The provider identified this as an agent's error and issued clear instructions to its agents to ensure that consumers physically present their ID for identity verification upon termination.

A third provider required the consumer to present the ID card for verification during termination requests in both the 2023 and the 2024 studies. Soon after the termination request was raised with the provider, the consumer received an email confirming the request. This process remained consistent across both studies.

## 5 Conclusion

The findings of the mystery shopping exercise conducted by the MCA demonstrate both commendable progress and areas requiring further improvement in the compliance by providers of publicly available electronic communications services (PA-ECS) with consumer protection measures. The study identified various shortcomings across different areas, attributed primarily to minor omissions, human errors, and inconsistencies in adherence to established protocols. While significant steps have been taken by all the providers to address these issues, a limited number of outstanding concerns remain, underscoring the need for continued vigilance and cooperation by all concerned.

One of the most notable observations from the study was the presence of shortcomings in the information provided to consumers, including omissions and inaccuracies in contractual documentation. For example, the study found that some pre-contractual documents lacked critical details about service quality, early termination fees, or the specific remedies available to consumers in cases of non-compliance with contractual performance standards. Additionally, there were instances where contract summaries contained errors or included irrelevant information. Such discrepancies, while not pervasive, undermine the clarity and transparency required by the regulatory framework and can negatively impact consumers' ability to make informed decisions.

Another key issue identified was the occurrence of human errors or deviations from established protocols by providers' representatives. For instance, customer care agents occasionally failed to provide accurate directory preference options, to confirm consumer identities during subscription and termination processes, or to properly communicate the purpose of signatures required on contractual documents. These lapses highlight the importance of ongoing staff training and robust monitoring to ensure that frontline employees adhere to protocols and provide consistent, accurate information to consumers.

The study also revealed instances where certain facilities were not provided in easy and efficient manner to the consumer. This included the absence of functionality for consumers to easily access itemised bills via online portals, and non-compliance with specific requirements for directory service preferences and consent procedures. Although these gaps were not systemic, they indicate areas where providers must enhance their operational processes to align with legal requirements fully and to ensure best practice in service delivery. In response, all providers have confirmed that they have monitoring measures in place intended to ensure adherence to internal processes.

Despite these challenges, the constructive engagement and cooperation demonstrated by providers throughout the exercise was a noteworthy aspect of the study. Providers responded proactively to the MCA's feedback, implementing several immediate or short-term corrective actions. These included revising contractual templates to eliminate errors, introducing new digital facilities to improve consumer accessibility, amending internal protocols to clarify processes, and providing targeted training to staff to address knowledge gaps. Such proactive measures demonstrate a genuine commitment by providers to meeting regulatory obligations and improving the consumer experience.

Furthermore, most of the identified shortcomings were addressed promptly, with commitments made by the undertakings to resolve the remaining issues. In cases where discrepancies persisted, providers have shown a willingness to collaborate with the MCA to identify and implement longer-term solutions. These efforts reflect a shared objective among all stakeholders to uphold consumer rights and ensure that services are delivered transparently, fairly, and in full compliance with the applicable rules.

The mystery shopping exercise has proven to be a valuable regulatory tool, yielding benefits not only in securing compliance but also in fostering a culture of accountability and continuous improvement. For the MCA, it has provided critical insights into the practical application of consumer protection rules, enabling the Authority to take regulatory measures effectively and support providers in meeting their obligations. For the industry, the exercise has served as a constructive mechanism to identify and rectify operational weaknesses, ultimately enhancing service quality and building consumer trust. For consumers, this initiative has highlighted their rights and contributed to reinforce confidence in the regulatory framework designed to protect them.

Looking ahead, the MCA remains committed to monitoring the implementation of the undertakings' commitments and addressing any outstanding shortcomings. While the cooperation demonstrated by the providers is commendable, the Authority retains the right to take further enforcement actions should progress on pending issues prove unsatisfactory or if new concerns arise. By continuing to utilise such tools, engaging proactively with stakeholders, the MCA aims to strengthen compliance, safeguard consumer rights, and promote transparency in the sector.



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