

PUBLIC CONSULTATION PAPER
REVIEW OF THE GENERAL CONSUMER CODE
3 March 2020

This document is issued as a source of information to interested parties and the general public. The information in this document is intended as a guide only. For this reason, it should not be relied on as legal advice or regarded as a substitute for legal advice in individual cases. The information contained in this document may be subjected to changes without notice.

TABLE OF CONTENTS

GLOSSARY AND INTERPRETATION		3
EXECUTIVE SUMMARY		4
A.	INTRODUCTION	5
	1. Legislative context	5
	2. Rationale and purpose of this PC	6
	3. Issues for comments	6
B.	THE GCC	6
	1. Interpretation	6
	2. Fundamental principles	7
	3. Information for Consumers	9
	4. Contractual terms and conditions	12
	5. Billings	14
	6. Credit practices	17
	7. Personal data protection	18
	8. Complaints handling	18
C.	SUBMISSION AND CFM's CONTACT DETAILS	21
ATTACHMENT		22

GLOSSARY AND INTERPRETATION

CMA	means the Communications and Multimedia Act 1998.
CFM	means the Consumer Forum Malaysia.
GCC 2003	means the General Consumer Code of Practice for the Communications and Multimedia industry Malaysia.
GCC 2020	means the revised version of GCC 2003, a draft of which is set out in the attachment of this PC Paper.
CPA	means the Consumer Protection Act 1999.
MCMC	means the Malaysian Communications and Multimedia Commission.
PC	means this Public Consultation.
PC Paper	means this Public Consultation Paper.

EXECUTIVE SUMMARY

CFM is conducting a PC to review GCC 2003. GCC 2003 is the base guidelines and best practices that service providers in Malaysia must comply with to ensure that fair and efficient services are provided to consumers.

It was first prepared by CFM with a vision to establish a conducive environment for consumers of the communications and multimedia sector. The focus of GCC 2003 is as follows:

- To facilitate and promote self-advocacy among consumers.
- To strengthen the positive bond between service providers and consumers.
- To establish a conducive environment in promoting a high level of consumer confidence.
- To nurture a culture of mutual respect among service providers and consumers.

In revising GCC 2003, CFM has maintained the consumer-centric approach, in order to further promote and protect consumer rights. Service providers are encouraged to adopt such approach when providing services and products to consumers.

Part A of this PC Paper introduces this PC and its purpose. It sets out the legislative context, rationale and purpose of this PC as well as the approach taken in this PC Paper.

Part B of this PC Paper sets out the proposed amendments to GCC 2003. The proposed amendments are a result of information gathering and consultation with the members of CFM, which consists of representatives from the supply side (i.e. the service providers) and demand side (i.e. consumer associations, special interest groups, non-governmental organisations, academia). The proposed amendments also take into consideration several issues raised by MCMC which MCMC requires CFM to consider and study when reviewing GCC 2003.

Part C of this PC Paper sets out the method to submit feedback regarding the amendments to GCC 2003 to CFM.

CFM will take into consideration all submissions received within the PC period. Findings will be set out in a report.

CFM anticipates the full participation from the industry participants, interested parties and members of the public in this PC.

A. INTRODUCTION

1. Legislative context

- 1.1 CFM was established and designated by MCMC in February 2001 as an industry forum under Section 189 of the CMA. It is a platform for the industry and the public to make coherent and constructive contributions to service improvements and policy developments in the communications and multimedia industry.
- 1.2 CFM is tasked with, amongst others, promoting the growth of Malaysia's communications and multimedia industry and the protection of consumer interests by fostering the highest standards of business ethics and behaviour through industry self-governance. CFM also facilitates complaints redress between service providers and consumers.
- 1.3 To this end, the CFM has prepared the GCC 2003, which was registered by MCMC as an industry code. Pursuant to Section 190(1) of the CMA, a consumer code, which is the GCC 2003 in this case, must include model procedures for:
 - (a) reasonably meeting consumer requirements;
 - (b) the handling of customer complaints and disputes including an inexpensive arbitration process other than a court, and procedures for the compensation of customers in case of a breach of a consumer code; and/or
 - (c) the protection of consumer information.
- 1.4 Section 190(2) of the CMA further provides that a consumer code may address, amongst others, the following:
 - (a) the provision of information to customers regarding services, rates and performance;
 - (b) the provisioning and fault repair of services;
 - (c) the advertising or representation of services;
 - (d) customer charging, billing, collection and credit practices; and
 - (e) any other matter of concern to consumers.
- 1.5 Section 191 of the CMA provides that a consumer code must be published and notice of it must be advertised in at least one national language and one English language national daily newspaper for at least three (3) consecutive days.

1.6 Pursuant to Section 98 of the CMA, while it is not mandatory for persons who are subjected to GCC 2003 to comply with GCC 2003, compliance of the GCC 2003 would be a defence against any prosecution, action or proceeding of any nature regarding a matter dealt with in GCC 2003.

2. Rationale and purpose of this PC

2.1 In GCC 2003, there is a requirement to review and update GCC 2003 every three (3) years.

2.2 Since the coming into effect of GCC 2003, it has not been reviewed and updated, even though there have been significant changes in the communications and multimedia industry.

2.3 In this regard, a working group has been formed to discuss the relevance of GCC 2003 in today's setting, and to identify and address gaps between current issues concerning consumer protection and the existing provisions in GCC 2003. Note that in reviewing GCC 2003, CFM is guided by the relevant provisions in the CMA, as highlighted in paragraph 1 of Part A of this PC Paper.

3. Issues for comments

3.1 Throughout this PC Paper, CFM has identified specific questions and issues that CFM would like industry participants, interested parties and members of the public to provide feedback on.

3.2 CFM encourages comments on:

- (a) the GCC 2020;
- (b) specific questions that are raised in this PC Paper; and
- (c) any other issues related to the GCC 2020 that would be relevant and necessary to promote and afford greater consumer protection to consumers in the communications and multimedia industry.

3.3 A draft copy of the GCC 2020 is provided as reference to this PC Paper.

B. THE GCC

1. Interpretation

The following are either new definitions or definitions in GCC 2003 that are amended, that have been introduced in GCC 2020:

“Charge” means the tariff or fee which a Service Provider levies for or in connection to the provision of a Service or such other transactions.

“Consumer” means:

- (a) an individual who acquires or uses, or intends to acquire or use a Service for personal, domestic or household purposes and not for resale; or
- (b) a body corporate or unincorporate that acquires or uses, or intends to acquire or use a Service which is not for resale, and such body corporate or unincorporate does not have a genuine and reasonable opportunity to negotiate the contractual terms and conditions in respect of any contract that it will be entering into with a Service Provider.

“Customer Service” means services provided by a Service Provider to a Consumer and/or a Subscriber, in connection with the use of a Service.

“Fraud” means dishonestly accessing or using a Service (or attempting to do so) with the intent of: (a) deceiving a Service Provider or any other person; (b) not paying for the relevant Service; or (c) securing unlawful gain or advantage.

“Involuntary Disconnection” means the termination by a Service Provider of a contract for the provision of a Service entered into with a Subscriber.

“Product” means a physical item that is provided, or caused to be provided by a Service Provider as an integral part of a Service.

“Restriction” means a situation where access to the available Service (or an aspect of a Service) is limited.

“Service” means a network service, applications service or content applications service as defined under the CMA including public cellular service and broadband access service and where relevant, also includes a Product.

“Service Provider” means a person who provides a Service.

“Subscriber” means a Consumer who entered into a contract with a Service Provider in respect of a Service.

“Suspension” means the prevention of access to a Service, except to emergency service numbers (where applicable) by a Service Provider.

“Working Day” means a day on which commercial banks are open for business in the location of the relevant Service Provider.

2. Fundamental principles

2.1 Dealings with Consumers

(a) GCC 2020 sets out the fundamental principles that must be adhered to by Service Providers when dealing with Consumers. The fundamental principles cover the following areas:

(i) Communication with Consumers

Service Providers must communicate with a Consumer in a simple and straightforward language and in a way that is appropriate to a Consumer's communications needs.

(ii) Internal processes

Service Providers must have sufficient processes in place to ensure that a Consumer is treated courteously and in a fair and reasonable manner.

(iii) Customer Service

(A) Service Providers should provide a reasonable standard of Customer Service to Consumers. In doing so, Service Providers must ensure that its employees are trained to deal with enquiries, and that policies and procedures are put in place, which should take the following into account:

- Availability of information, so that Consumers are informed on how a Service Provider can be contacted and the relevant hours of operation of these contact methods; and
- Dealings with enquiries, in a timely and effective manner.

(B) Service Providers should assess their Customer Service performance, which may include taking the following steps:

- Seeking and obtaining feedback from Consumers on how Service Providers deal with enquiries.
- Using the feedback obtained to identify any system issues and taking reasonable steps to implement improvements to Customer Service processes.

2.2 Consumers with special needs

(a) In GCC 2003, safeguards for consumers with special needs are only imposed in relation to complaints handling. GCC 2003 states that Service Providers are encouraged to make adequate provisions to ensure that consumers with physical disabilities are able to access Service Providers' complaint handling process. Service Providers are

also encouraged to aid them in lodging complaints when they specifically request for such assistance.

- (b) In GCC 2020, additional safeguards are provided to Consumers with special needs. In addition to the existing safeguards in GCC 2003, GCC 2020 provides that assistance should also be available during pre-contractual stage i.e. before a commercial relationship is formed. Specifically, Service Providers are required to provide information to Consumers with special needs in a manner that will assist them in making an informed decision before entering into a contract with the Service Providers.
- (c) The GCC 2020 also sets out the requirement to have in place procedures concerning the appointment of an authorised representative by Consumers with special needs.
- (d) For purposes of GCC 2020, persons with special needs are defined as persons with disabilities as defined under the Persons with Disabilities Act 2008 or an elderly aged above 60.

Question 1: Are the safeguards afforded to Consumers with special needs under GCC 2020 sufficient?

3. Information for Consumers

3.1 Advertising

- (a) The provisions concerning advertising in GCC 2003 are largely retained in GCC 2020. Some minor amendments are however proposed to ensure clarity and to avoid unnecessary repetition of existing legislative requirements under the law.
- (b) In so far as representation of limited Services or Products offered are concerned:
 - (i) GCC 2003 provides that Service Providers are required to state in the advertising materials:
 - (A) Any applicable time limits on the availability of any Services promoted in any advertising materials.
 - (B) Any applicable quantitative limits that applies to the Products promoted in any advertising materials.
 - (ii) The GCC 2003 provisions that govern representation of limited Services or Products offered are removed in GCC 2020, on the

basis that such requirements are already set out in the CPA¹, and Service Providers are subject to the CPA.

- (c) In so far as advertising of packaged Services are concerned:
- (i) GCC 2003 provides that where Service Providers state in the advertising materials that a Service is provided under a package, the Service Providers must be able to supply all such other components in the said package. In the event the Service Providers are unable to supply any component of the package, the Service Providers must include a disclaimer. Where the advertising materials indicate the price of a component of a package, the Service Providers must include in the advertising materials a statement of the minimum total charge of the package and any conditions that may apply to obtain the component at the stated price.
 - (ii) The provisions on advertising of packaged Services are removed in GCC 2020 in view of the requirement in GCC 2020 that Service Providers must provide Services as described in the Advertising Materials. The term “Advertising Materials” refers to any advertising and promotional materials in relation to a Service. Where an Advertising Material provides that the purchase of a Service will come with a value-added service, Service Providers must honour what they had advertised.
- (d) GCC 2020 has also redefined the term “Comparative Advertisement”, which is used in the chapter on advertising, to ensure clarity. In GCC 2003, Comparative Advertisement refers to an advertisement that makes comparisons of a particular Service with another competitive Service. In GCC 2020, Comparative Advertising refers to an advertisement that makes comparisons between a particular Service and those of other similar Services, *regardless if the other Service is offered by another Service Provider or otherwise*. This would mean that a Service Provider comparing (in advertising materials) its existing Service with a similar Service that it intends to launch, will also have to comply with the requirements in GCC 2020 on Comparison Advertisement.

3.2 Provision of information

- (a) GCC 2020 introduced a new chapter, which mandates the Service Providers to provide a “Critical Information Summary” to Consumers. In brief, a Critical Information Summary informs Consumers of important information about the Services which should be provided to Consumers

¹ Section 15(1) of the CPA: No person shall, in supplying or offering to supply goods for sale to consumers, describe the goods as limited unless their edition, printing, minting, crafting or production is restricted to: (a) a predetermined maximum quantity; or (b) the actual quantity ordered or subscribed to within a specified and reasonably short period of time. Section 15(2) of the CPA: A claim that goods are limited shall state clearly: (a) the maximum quantity of goods which are offered for sale; and (b) the specific time period or dates for which the goods are offered for sale.

before the Consumers make the decision to sign up for the Services concerned. This allows the Consumers to compare the offers provided by other Service Providers before signing up for a Service. A Critical Information Summary would contain, amongst others, a clear description of a Service, minimum term of contract, any exclusions or important conditions, key pricing information including unit pricing information, limitations or restrictions to the Service and/or Product including traffic management information, coverage information, etc.

- (b) GCC 2020 sets out five (5) types of information which must be included in a Critical Information Summary. These are:
- (i) Description of a Service: Information on a Service to be provided under the offer. Where a Service is packaged or bundled with other Services and/or Products, information on such other Services and/or Products necessary to be purchased as well as the price of each Service or Product if purchased separately, must be provided.
 - (ii) Term: Minimum duration applicable for a Service, subsequent minimum contract period as well as the minimum notice period applicable to a Subscriber prior to him exercising his termination rights under the contract.
 - (iii) Limitations of a Service: Inclusions, exclusions and any important conditions, limitations, restrictions or qualifications, where applicable, must be clearly set out.
 - (iv) Charges: Charges that may apply for a Service being offered, frequency of Charges and Charges that may vary during the term of the contract. Where there are any other Charges related to a Service which would be applicable including late payment, payment failure, service restoration and early termination Charges, a Customer must also be informed. If a Service would potentially require a Service of another Service Provider, the Service Provider must inform the Consumer of any conditions or additional Charges that the other Service Provider will impose on the Consumer for such a Service.

CFM notes the complaints received on direct carrier billing, whereby mobile device users are allowed to make payment digitally for any purchases in Google Play Store or Apple App via users' monthly mobile phone bill or prepaid credit.²

CFM seeks to make it a requirement for Service Provider to mention in the Critical Information Summary that direct carrier billing may apply in the event Subscribers purchase any Products or Services

² <http://www.consumerinfo.my/network-issue-highest-complaint-reported-consumers-cfm-half-year-2019/>

using Subscribers' monthly phone bill or prepaid credit.

Question 2: Does the proposed handling of direct carrier billing address Subscribers' concerns?

- (v) Contact details for Customer Service.
- (c) Service Providers are required to ensure that the Critical Information Summary is set out in a concise manner. It must be in written form, and provided to a Consumer prior to any sale, either via electronic means or in any manner which the Service Providers deem necessary.
- (d) Where Service Providers receive any query or request for information concerning Critical Information Summary, Service Providers are required to respond to such query or request within seven (7) working days from the date of receipt of such query or request. Service Providers are not allowed to charge consumer for such query or request made by Consumers.

4. Contractual terms and conditions

4.1 Terms and conditions

- (a) GCC 2003 contains provisions concerning terms and conditions which are to be included in the contract between Service Providers and their Subscribers.
- (b) GCC 2020 has refined the provisions in GCC 2003 to ensure that they are in line with international standards. The terms and conditions that are required to be incorporated in a contract are:
 - (i) name of a Service Provider which a Subscriber is contracting with in respect of the provision of a Service covered by the contract;
 - (ii) commencement date of the contract (except where the contract is a standard agreement);
 - (iii) duration of the contract as well as any conditions for extension, renewal and termination (including early termination) of Service and the contract including any minimum usage or duration required and any Charges due on termination of the contract;
 - (iv) description of a Service provided including essential ancillary services, value-added services, or Subscriber equipment purchased from Service Providers for use with the Service;
 - (v) details of Charges payable for a Service as well as any other Charges payable which are not specifically covered by the

contract, including any deposit amount and the circumstances when the deposit is refundable, any prepayment amount and the circumstances when the prepayment is refundable or is to be off set from Charges, any waivable Charges and the circumstances when the waivable Charges may apply, all Service establishment and installation Charges, and any subsequent Charges if a Subscriber's usage exceeds the Service entitlement included in such Charges;

- (vi) payment details such as payment methods offered and any difference in costs due to payment method, as well as payment due dates;
- (vii) information on any other conditions limiting access to and use of a Service;
- (viii) terms and conditions relating to disconnection and reconnection, as well as Charges for reconnection;
- (ix) terms and conditions relating to refund of deposit (if applicable);
- (x) conditions relating to situations that may give rise to Restriction, Suspension or Involuntary Disconnection; and
- (xi) terms and conditions relating to the procedures and the manner in which any term and condition may be varied or changed by Service Providers, and the arrangements for any such change to be implemented.

4.2 Provision of a copy of the terms and conditions

- (a) GCC 2020 specifies that a written contract must be made available to a Subscriber as soon as reasonably possible where a contract is entered into other than in writing. For example, where the contract is accepted into by way of oral communications, a Subscriber must be furnished with a written contract within a reasonable time.
- (b) The requirement to provide a copy of the terms and conditions does not apply where a new Service is subsequently subscribed in addition to the main Service under the same existing contract. In such circumstances, Service Providers must make available reasonable means for a Subscriber to check the contractual terms and conditions of such main Service that was furnished to the Subscriber prior to the Subscriber subscribing to the new Service.

4.3 Variation and renewal

- (a) GCC 2020 introduced new provisions governing variation and renewal of contractual terms and conditions by Service Providers. Service Providers are only allowed to vary or renew contractual terms and

condition with the consent of the Subscribers. This matter was not addressed in GCC 2003.

- (b) In a contract which contains provisions allowing Service Providers to vary or renew terms and conditions of the contract, the contract must also include the following features:
- (i) Terms and conditions which can be varied or renewed by Service Providers; and
 - (ii) In the event that the variation or renewal will result in an increase in Charges or have substantial and adverse impact on a Service:
 - (A) Service Providers must use reasonable means to give not less than thirty (30) working days prior notice to the affected Subscribers before effecting the change.
 - (B) Subscribers must be permitted to terminate the contract, by notice in writing prior to the variation or renewal coming into effect in the event that:
 - The variation or renewal result in an increase in Charges, including Charges which will be incurred for the continued use of a Service by Subscribers; or
 - Subscribers can demonstrate that the variation or renewal will result in a substantial and adverse impact to a Service that the Subscribers have subscribed.
- (c) If the Subscribers do not take any action upon being notified of the variation or renewal, and the Subscribers continue to use such Service, the Subscribers are deemed to have consented to the variation or renewal.

Questions 3: What are the challenges Subscribers usually face when Service Providers seek to vary or renew existing contractual terms and conditions?

5. Billings

5.1 Introduction

- (a) According to the 2018 annual report of CFM, billings and charging related complaints are one of the highest number of complaints reported by consumers to CFM, recording at 1,822 out of 6,330

complaints.³ Complaints about billings and charging may at times arise due to the lack of awareness about the terms and conditions governing the subscribed Services or the billing activities of Service Providers.

- (b) Subscribers who fail to pay their bill in a satisfactory manner may potentially end up being added into the CTOS database⁴ as a payment defaulter. This will affect the credit worthiness of the Subscribers when they are applying for loans and potentially affects their ability to sign up for other smartphone contracts in the future as their track records have already shown that they are not timely or able to service their financial obligations. In extreme cases, users can be blacklisted and barred from signing up with a Service Provider.
- (c) In this regard, CFM seeks to refine existing provisions relating to billings and charging in GCC 2003 in order to promote greater transparency. It should be noted however that Subscribers should always be responsible in checking the billing information in their monthly bills.

5.2 Verification of bills

- (a) There is an express requirement in GCC 2020 for Service Providers to ensure sufficient billing information is provided in the bill or is otherwise readily available to a Subscriber for verification. This will allow a Subscriber to ensure that the billing information is consistent with Service Providers' published or contracted prices and discounts, and what Subscribers have requested, utilised or contracted to receive.

5.3 Payment

- (a) GCC 2003 did not sufficiently set out what is required to be done by Service Providers after the Subscribers have paid their bills.
- (b) In GCC 2020, Service Providers are required to note and apply bill payments and where applicable re-activate a Service in the Service Providers' relevant system within forty-eight (48) hours from the date of clearance, unless:
 - (i) A system or processing problems occur;
 - (ii) Service Providers do not receive accurate, complete and timely information about payment for a Service; or
 - (iii) A force majeure event occurs.

5.4 Automatic payment

³ http://www.consumerinfo.my/wp-content/uploads/2019/08/CFM-AR2018_compressed.pdf

⁴ A CTOS database contains credit information that can be used in establishing a person's eligibility for credit. The CTOS database is maintained by CTOS, a credit reporting agency in Malaysia.

- (a) In GCC 2003, Service Providers are required to provide necessary facilities for Subscribers to make payments of bills via direct debit. What constitutes direct debit and the manner in which Subscribers are allowed to make payments via direct debit are not set out in GCC 2003.
- (b) GCC 2020 has refined the provisions on direct debit in GCC 2003. The term direct debit is now replaced with automatic payment. Automatic payment is defined in the GCC 2020 as a periodic payment that is automatically deducted by Service Providers from a Subscriber's nominated financial institution account, when the Subscriber so requests.
- (c) GCC 2020 also expressly sets out the obligations of Service Providers towards a Subscriber who opts for automatic payment. These obligations are:
 - (i) Ensuring that the Subscriber can access all billing information on request and before the automatic payment occurs.
 - (ii) Ensuring that the Subscriber can, on request, verify that the automatic payment arrangements are in accordance with his authorisation.
 - (iii) Ensuring that the Subscriber can readily cancel an automatic payment authorisation by providing a simple mechanism.
 - (iv) Processing cancellation requests within three (3) working days of receipt of the request.

5.5 Charges imposed when requesting billing information

- (a) In GCC 2003, Service Providers are not allowed to charge Subscribers who request for bills issued, unless the Subscriber's request is out of the ordinary, such as requesting for past itemised details. The timeframe of "past itemised details" is however not ascertained.
- (b) Similarly, in GCC 2020, bills must be provided free of charge, unless a Subscriber requests for past billing information. Where the request is for past billing information, GCC 2020 clarifies that charges can only be imposed by Service Providers where the bill request for is a bill that was issued three (3) months prior to the date of request.

5.6 Retention of billing records

- (a) In GCC 2003, Service Providers are required to retain records of Subscribers' bills for a minimum period of one (1) year.
- (b) The abovementioned provision will be removed in GCC 2020 on the basis that undisputed bills will no longer be required once the bills have

been paid. The time frame to retain or keep records of Subscribers' bills will now depend on the internal requirements of each Service Provider.

6. Credit practices

6.1 Credit management

- (a) Credit management refers to the process by which Service Providers manages its credit risk and collects outstanding debts from a Subscriber. Credit management actions also include disclosing a Subscriber's information to any credit reporting agencies such as CTOS.
- (b) In GCC 2003, it is provided that Services Providers must avoid taking credit management action when a complaint regarding the specific aspect of the Services which the complaints relates is still being investigated. Further, GCC 2003 requires Services Providers to notify a Subscriber whenever they decide to take credit management action against the said Subscriber during the course of a complaint investigation on an outstanding amount.
- (c) In GCC 2020, there is an express requirement for the commencement of any credit management action to be done in good faith. Further, before commencing any credit management action, Service Providers are required to take reasonable steps to notify a Subscriber that the Subscriber's Service will be Restricted, Suspended or Involuntarily Disconnected. Such notification must be made seven (7) days prior to the Restriction, Suspension or Involuntary Disconnection. Note that GCC 2020 is drafted on the basis that notification must be made only where the Restriction, Suspension or Involuntary Disconnection of a Service is credit-related, i.e. non-payment of outstanding billing amount owed.
- (d) GCC 2020 also provides for situation where the notification requirement can be dispensed with, for example, where the Subscriber's account presents an unacceptably high credit risk or a Service Provider reasonably suspects Fraud.

Question 4: Have there been situations where the Service(s) that you subscribed are Restricted, Suspended or Involuntarily Disconnected when you are in overseas due to high roaming Charges?

Please provide any experience that you have in this respect in the last 3 months. You may also include your experience with the manner in which you are notified of applicable roaming Charges that will be levied on you, the amount levied, and whether your complaints on roaming Charges are resolved by Service Providers promptly.

6.2 Credit assessment

- (a) The CFM has introduced new provisions on credit assessment. Credit assessment refers to the process by which Service Providers determine the level of credit to be provided to Subscribers.
- (b) Service Providers are allowed, at their own discretion, to perform an appropriate credit assessment to determine whether or not to supply a Service to a Subscriber. If a Service Provider refuses to supply a Service pursuant to the result of the credit assessment, the Service Provider must inform the Subscriber within a reasonable time that his application is rejected, and the reason for the rejection.

7. Personal data protection

7.1 In GCC 2003, there were provisions on protection of personal data.

7.2 These provisions on protection of personal data are removed in GCC 2020, and are replaced with a general provision in clause 1.1.5 of GCC 2020, which provides that GCC 2020 has to be read in conjunction with related legislation, including the Personal Data Protection Act 2010.

7.3 Furthermore, the Personal Data Protection Code of Practice for Licensees under the Communications and Multimedia Act 1998 has been registered and is published in the official website of the Department of Personal Data Protection. The Code of Practice contains data protection requirements that licensees under the CMA are required to comply with.

7.4 Service Providers who are bound by the GCC are licensees under the CMA, who are also required to comply with the Personal Data Protection Act 2010 and the Personal Data Protection Code of Practice for Licensees under the Communications and Multimedia Act 1998.

7.5 Since Service Providers would already be required to comply with the legislative requirements under the Personal Data Protection Act 2010 and the Personal Data Protection Code of Practice for Licensees under the Communications and Multimedia Act 1998, it would not be necessary to re-state this requirement in GCC 2020.

8. Complaints handling

8.1 Complaints handling process

- (a) The Complaints handling process refers to the process that Service Providers put in place to handle complaints made by Consumers. GCC 2003 specifies certain complaints handling process that must be put in place by Service Providers. Such requirements in GCC 2003 are largely maintained in GCC 2020, with some minor changes.

- (b) In GCC 2003, Service Providers are allowed to impose reasonable Charges for complaint handling process where investigation of a complaint requires the retrieval of extensive or archival records, such as past billing records or past complaint records that are relevant or related to the current complaint etc. Archival records in GCC 2003 refer to records that are more than one (1) year old.
- (c) In GCC 2020, the time frame of one (1) year old is replaced with three (3) months old. Service Providers can now impose Charges where the archival records that are being retrieved are more than three (3) months old.

8.2 Timeliness of acknowledgement of complaints

- (a) GCC 2003 requires Service Providers to acknowledge the receipt of complaints made by Consumers within a defined period. In so far as non-written complaints are concerned, it will be taken as acknowledged at the time the complaint was made, whilst written complaints must be acknowledged within three (3) working days from the day of receipt of the complaint.
- (b) In GCC 2020, the time periods for acknowledgement of complaints are as follows:
 - (i) For non-written complaints, the complaints must be acknowledged at the time the complaints were made.
 - (ii) For complaints made via electronic means, the complaints must be acknowledged within one (1) Working Day of receipt.
 - (iii) For complaints made in paper form, the complaints must be acknowledged within a reasonable time.
- (c) A complaint is only considered to have been made when all the supporting information and/or document requested by Service Providers have been furnished to a Service Provider.

8.3 Timeliness of resolution of complaints

- (a) GCC 2003 requires Service Providers to resolve complaints made by Consumers within a defined period.
- (b) Service Providers must inform Subscribers of the complexity of the investigation and an estimated timeframe for the possible determination of the complaint, when the Subscribers make a complaint or within seven (7) working days of receipt of the complaint.
- (c) Besides that, Service Providers are required to ensure 90% of the complaints are resolved within fifteen (15) business days and 95% of

the complaints are resolved within a thirty (30) business days, from the time all relevant supporting information and/or documents are submitted.

- (d) In certain cases, where it is not possible to resolve a complaint within a 30-day timeframe due to the complexity of or circumstances surrounding the complaint, GCC 2003 requires Service Providers to provide regular updates to Subscribers, and must keep them informed on the progress of the complaint made as well as the estimated timeframe required to resolve the complaint.
- (e) In the event a complaint is not resolved within forty-five (45) days or the Service Provider is of the opinion that the complaint cannot be resolved within forty-five (45) days, the Service Provider must inform the Subscribers accordingly and advise Subscribers that he has a right to escalate the complaint in accordance with the method stated in the GCC 2003.
- (f) In GCC 2020, complaint turnaround time for providing advice to Subscribers is reduced to three (3) Working Days from the date the complaint is acknowledged for simple cases; and fifteen (15) Working Days from the date the complaint is acknowledged for complex cases.

Questions 5: What should constitute “simple cases” and “complex cases” respectively?

- (g) If Service Providers cannot resolve a complaint within the abovementioned timeline, Service Providers must advise Subscribers of the reasons for the delay and the estimated timeframe for the possible final resolution of the complaint. Where the complaint is resolved, Service Providers must ensure that Subscribers are advised on the resolution of the complaint as soon as practicable.
- (h) Besides that, GCC 2020 sets out circumstances where a complaint can be closed. A complaint can only be closed:
 - (i) with the consent of a Subscriber;
 - (ii) where a Subscriber is dissatisfied with the progress or resolution of a complaint and the Service Provider has informed the Subscriber about the options for external dispute resolution;
 - (iii) where a Service Provider concludes that a complaint is frivolous or vexatious or that in view of the Subscriber’s behaviour, it chooses not to deal with the Subscriber any further, in which case the Service Provider must inform the Subscriber about the options for external dispute resolution; or

- (iv) where a Service Provider is unable to contact a Subscriber to discuss their complaint or to advise them of the proposed resolution of their complaint, in which case the Service Provider must provide written notification informing Subscriber that the complaint shall be closed upon issuance of such written notification.

C. SUBMISSION AND CFM's CONTACT DETAILS

- 1. Written submission should be provided to CFM by 16 April 2020, 3:00 p.m and addressed to:

Communications and Multimedia Consumer Forum of Malaysia (CFM)
Malaysian Communications and Multimedia Commission,
Jalan Impact,
63000 Cyberjaya,
Selangor

- 2. For any queries and further information about this PC Paper or GCC 2020, please contact CFM Secretariat at gcc2020@cfm.my (attention to: Kartini Hasbi).

ATTACHMENT