



## **Statement of Proposed Decision on Wholesale Line Rental**

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8<sup>th</sup> March 2007

**Malta Communications Authority**

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## 1 Background

On the 26<sup>th</sup> September 2006, the Malta Communications Authority (hereafter “MCA”) published a Response to Consultation and Decision Notice entitled ‘Determination of Market Power and Setting of Remedies of Access to the public telephone network at a fixed location’ (hereafter the “Fixed Access Market Analysis”). The Decision imposed on Maltacom plc (hereafter “Maltacom”), as an operator with significant market power in the said market, an obligation to provide a solution whereby carrier pre-select operators shall be able to provide a single bill to their customers for access and calls, irrespective of the fact that such access may be provided to the customers by Maltacom<sup>1</sup>. Maltacom was thus required to submit within thirty days from the Decision a reference offer which would contain details of a wholesale line rental (hereafter “WLR”) or similar single billing solution for the MCA’s approval.<sup>2</sup>

Originally, in the consultation on the Fixed Access Market Analysis, the MCA had proposed to impose an obligation on Maltacom to provide a full WLR solution. However, following specific representations made by Maltacom in this respect, the MCA recognised that there could be complexities and costs involved in the practical implementation of a full WLR solution. Set against these complexities, however, were the manifest benefits to the consumer as a result of a single billing solution, particularly those of ease of payment, simplicity, and clarity of operation. The MCA noted that the experience in other jurisdictions has confirmed that, with regard to carrier pre-selection, the availability or otherwise of a single billing solution could determine which provider an end-user would ultimately select. A single billing solution would therefore allow for a level playing field for new entrants, in that they too are given the option of offering their customers a single bill for access and calls. On this basis, the MCA decided that Maltacom was to provide a single billing solution (not necessarily in the form of a full WLR solution) within the timeframe referred to above.

The Decision concluded that the MCA would continue to monitor developments in the market. In particular, the MCA reserved the right, in circumstances where Maltacom failed to provide an effective single billing solution, to require Maltacom

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<sup>1</sup> MCA Response to Consultation and Decision, ‘Access to the public telephone network at a fixed location - Identification and Analysis of Markets’, 20th September 2006, p.41; see also MCA Response to Consultation and Decision, ‘Introducing Carrier Selection & Carrier Pre-selection in Malta’ May 2004, Decision 5 where the MCA directs that Carrier Selection and CPSOs should by default bill their subscribers directly for calls.

<sup>2</sup> *Ibid.*, p.35, pt.4.4.5

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to commence provision of a WLR or other single billing solution according to any specification that may be required by the MCA.<sup>3</sup>

Following the Decision, Maltacom proposed an interim single billing solution on the 17<sup>th</sup> October 2006, wherein Maltacom proposed that it would make available access lines for rent to carrier pre-select operators (hereafter “CPSO”) at a yearly cost of Lm45.66 (excluding VAT) and other one-off charges to cover the cost of administrative and other technical work that Maltacom would be required to make.

The MCA, on the 24<sup>th</sup> October 2006, refused the proposed solution on the basis that it clearly did not satisfy the criterion of non-discrimination since Maltacom’s residential retail arm evidently does not cover this cost and allow a reasonable margin to be earned. The proposed charge would have in effect increased the bill of subscribers for access merely because they would have selected to make use of carrier pre-selection. Furthermore, Maltacom’s solution lacked the necessary detailed specifications as to how the proposed interim solution would work.

Following this submission, the MCA did not receive any further proposals from Maltacom with alternative possibilities for single billing solutions. On the basis of the failure to comply with the timeframes in the Fixed Market Analysis Decision, on the 13 November 2006, the MCA issued a consultation entitled “Statement of Proposed Decision regarding Single Billing for Carrier Pre-Selection” wherein it proposed to define specifications for a single billing solution.<sup>4</sup>

Responses to the proposed decision were received from Maltacom plc, Sky Telecom Limited (“Sky”) and Vodafone Malta Limited. The MCA takes the opportunity to thank all respondents for their submissions.

Maltacom, responding to the consultation, claimed that a single billing solution as defined in the proposed Decision risked simplifying a necessarily complex arrangement by ignoring crucial issues. Maltacom claimed this would lead to dilution of legal certainty. Instead, Maltacom attached to its response a new proposed WLR offer that it claimed provided a proper workable provisional solution until such time as Maltacom finalises a more comprehensive WLR offer within a more realistic timeframe.

On the 21<sup>st</sup> December 2006, both Maltacom and Sky came to an arrangement on an interim single billing solution that would apply until the implementation of the WLR solution. On the basis of this agreement, the MCA did not deem it necessary to proceed with a final Decision on an interim single billing solution.

This proposed Decision deals with the implementation of a first version WLR solution.

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<sup>3</sup> *Ibid.*, p.41

<sup>4</sup> MCA “Statement of Proposed Decision regarding Single Billing for Carrier Pre-Selection”, 13 November 2006

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## 2 Wholesale Line Rental

The MCA has noted that the current compromise reached between Maltacom and Sky has been instrumental in ensuring that the CPSO may provide a single bill to its customers during this interim period. Nonetheless, as stated in the Proposed Decision of the 13 November 2006, this arrangement was intended to be a short term solution which would have given the MCA and the industry the opportunity to study further the benefits or otherwise of implementing a full WLR solution, and to specify processes and specifications for such implementation.<sup>5</sup>

The MCA acknowledges that the single billing solution adopted by the interim agreement between the said operators is not the most effective arrangement for the long term. Although it has the advantage of being inexpensive and easy to implement, the solution does not specify in sufficient detail the manner in which the solution would apply in a number of circumstances such as fault handling, credit management, slamming and other breaches of good practice, and where specific order handling procedures are required. Furthermore, at times, as pointed out by one respondent to the original consultation, the contractual relationship between the subscriber, the CPSO and the Access Provider is uncertain. Finally, and perhaps most importantly, the solution does not offer the CPSO the opportunity to take up wholesale offers of the Access Provider's retail voice and ancillary services. Thus, the CPSO becomes merely an agent who is billing on behalf of the Access Provider rather than an alternative provider who is at the same level as the Access Provider, acquiring wholesale equivalents of services and retailing them to its customers.

Following the said consultation and after having considered the responses received to the proposed decision, the MCA has re-evaluated the implications of the practical implementation of a WLR service by Maltacom, and believes that this implementation should be possible within a relatively shorter period than originally anticipated. The responses to the consultation seem to confirm this position. It appears that all stakeholders are of the opinion that WLR is preferable to the single billing solution currently adopted.

For this reason, the MCA is hereby proposing to implement a first stage WLR solution as further specified in Section 3 below. This will not only provide a CPSO with the benefit of allowing its subscribers enhanced ease of payment via a single billing solution, but will also place the CPSO on the same footing as the incumbent by allowing it to acquire wholesale services, and thus tailor its own retail offers and provide a full service to customers.

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<sup>5</sup> *Ibid.*, Section 2, p.3

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### 3 Implementing a Wholesale Line Rental Solution

The MCA considers that since Maltacom was originally required in the Fixed Access Market Analysis to submit for approval a reference offer which would contain details of a WLR (or similar single billing solution)<sup>6</sup>, the MCA shall take Maltacom's proposed solution, attached to its response to the November consultation, as a starting point for the first version WLR service.

Nevertheless, the MCA is however proposing to require a number of amendments to the terms and conditions of this service as proposed by Maltacom. For ease of reference, the original Maltacom proposals, the suggested changes by the MCA (if any) and related comments are listed in the next section of this Proposed Decision.

The MCA believes that by defining the terms and conditions of a first version WLR service, Maltacom and CPSOs alike will be able to commence implementation of the solution in the relatively short term following publication of the MCA's final Decision. This position is not to imply that the first version WLR service will not be amended further at a later stage and accordingly the MCA reserves the right to make any such changes in accordance with its powers at law.

#### **Proposed Decision (1):**

**The MCA proposes to direct Maltacom to implement the Wholesale Line Rental (Version A) product as described further below and as amended by the MCA. The MCA furthermore proposes to direct Maltacom to add the terms and conditions of the provision of the said product as described below and amended by the MCA to its RIO. The MCA reserves the right to amend the terms and conditions of this product as required in accordance with its powers at law.**

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<sup>6</sup> *Ibid.*, p.35, pt.4.4.5

## 4 Wholesale Line Rental – Version A

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>The Parties understand and agree that this Document shall regulate the transitory solution for the provision by Maltacom to the Operator of Single Billing through Wholesale Line Rental (SB-WLR), as laid down by this Document.</p>	<p>The Parties understand and agree that this Document shall regulate the provision by Maltacom to the Operator of Single Billing through Wholesale Line Rental (SB-WLR), as laid down by this Document.</p>	<p>1. The MCA in accordance with this proposed Decision is directing that the terms and conditions for the provision of SB-WLR are made available to any interested operator as part of Maltacom's RIO. This on the basis of transparency and non-discrimination and in accordance with the MCA's Response to Consultation and Decision Notice entitled 'Determination of Market Power and Setting of Remedies of Access to the public telephone network at a fixed location' dated the 26th September 2006. The term the 'Operator' is used because this is how the signatory is referenced in Maltacom's RIO.</p> <p>2. As stated in the proposed Decision, this Document is not a transitory solution but represents a</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
		defined specification of the first version of the Wholesale Line Rental product to be provided by Maltacom.
<p>This Document shall immediately and automatically terminate upon the lapse of one (1) month from the date on which Maltacom shall publish the permanent solution for Single Billing through Wholesale Line Rental (SB- WLR). Following the said termination of this transitory solution and the coming into force of the permanent solution, subscribers who would have opted for SB-WLR through the transitory solution laid down by this Document will be automatically migrated to a SB-WLR system as will be regulated by the permanent solution.</p>	<p><del>This Document shall immediately and automatically terminate upon the lapse of one (1) month from the date on which Maltacom shall publish the permanent solution for Single Billing through Wholesale Line Rental (SB- WLR). Following the said termination of this transitory solution and the coming into force of the permanent solution, subscribers who would have opted for SB-WLR through the transitory solution laid down by this Document will be automatically migrated to a SB-WLR system as will be regulated by the permanent solution.</del></p>	<p>3. As stated above, it is proposed that the SB-WLR document will become an integral part of Maltacom's RIO (see Comment 1). Therefore the general provisions which regulate amendment of the RIO would apply also to this document. In effect this would imply that once changes are effected these changes would bind both Maltacom and any other operators who would have entered into interconnection agreements.</p>
<p>This Document is without prejudice to any future Wholesale Line Rental offer that Maltacom may publish in accordance with applicable legislation.</p>	<p><del>This Document is without prejudice to any future Wholesale Line Rental offer that Maltacom may publish in accordance with applicable legislation.</del></p>	<p>4. See Comment 3.</p>



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
1. Definitions	1. Definitions	
1.1. In this Document, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Document.	1.1. In this Document, a reference to a clause or Appendix unless stated otherwise, is to a clause or Appendix of this Document.	
1.2. Words and expressions have the meaning given in Annex A of the Maltacom Interconnection Agreement. In addition, the following terms shall have the following meanings:	1.2. Words and expressions have the meaning given in Annex A of the Maltacom Interconnection Agreement. In addition, the following terms shall have the following meanings:	
<p><b>“Additional Line”:</b> an extra PSTN/ISDN line that is to be provided to a SB-WLR subscriber at premises where he already has a SB-WLR account.</p>	<p><b>“Additional Line”:</b> an extra PSTN/ISDN line that is to be provided to a SB-WLR subscriber at <u>a</u> premises where he already has a SB-WLR account.</p>	
<p><b>“Ancillary Services”:</b> services traditionally associated with Voice Services in that they are supplemental to them or enhancements thereof.</p>	<p><b>“Ancillary Services”:</b> services traditionally associated with Voice Services in that they are supplemental to them or enhancements thereof, <u>including those services listed in clauses 11A and 11B in Appendix 1 of this Document.</u></p>	<p>5. Clauses 11A and 11B in Appendix 1 provide a list of ancillary services that are to be provided by Maltacom on a wholesale basis as part of the wholesale line rental solution.</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p><b>“Fault”</b>: a problem experienced by a SB-WLR subscriber(s) that causes disruption or degradation of his normal voice service quality.</p>	<p><b>“Fault”</b>: a problem experienced by a SB-WLR subscriber(s) that causes disruption or degradation of his normal voice service quality.</p>	
<p><b>“Fault Report”</b>: a fault report registered by the Operator on behalf of its clients with the 133 Maltacom fault reporting system.</p>	<p><b>“Fault Report”</b>: a fault report registered by the Operator on behalf of its clients with the 133 Maltacom fault reporting system.</p>	
	<p><b><u>“Gaining Operator”</u></b>: any operator, including Maltacom or the Operator as the case may be, from whom the subscriber of another operator has opted to select the provision of voice services.</p>	
<p><b>“Internal Wiring”</b>: any wiring installed on the subscriber’s premises at the end of the NTP.</p>	<p><b>“Internal Wiring”</b>: any wiring installed on the subscriber’s premises at the end of the NTP.</p>	
	<p><b><u>“Losing Operator”</u></b>: any operator, including Maltacom or the Operator, as the case may be, whose subscriber has opted to select another operator for the provision of voice services.</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p><b>“National Directory Database or NDD”:</b> the record of all subscribers of publicly available telephone services in Malta, including those with fixed, personal and mobile numbers, who have not refused to be included in that record.</p>	<p><b>“National Directory Database or NDD”:</b> the record of all subscribers of publicly available telephone services in Malta, including those with fixed, personal and mobile numbers, who have not refused to be included in that record.</p>	
<p><b>“New Line”:</b> a PSTN/ISDN line that is to be provided to a SB-WLR subscriber at premises where he does not currently have a SB-WLR account.</p>	<p><b>“New Line”:</b> a PSTN/ISDN line that is to be provided to a SB-WLR subscriber at premises where he does not currently have a SB-WLR account.</p>	
<p><b>“NTP (Network Termination Point)”:</b> the place where the access network ends and the internal wiring begins.</p>	<p><b>“NTP (Network Termination Point)”:</b> the place where the access network ends and the internal wiring begins.</p>	
<p><b>“NTU (Network Termination Unit)”:</b> the connection box for connecting the access network to the internal wiring. Maltacom owns the access network up to and including the NTU.</p>	<p><b>“NTU (Network Termination Unit)”:</b> the connection box for connecting the access network to the internal wiring. Maltacom owns the access network up to and including the NTU.</p>	
<p><b>“SB-WLR Subscriber”:</b> a subscriber who has an active single billing arrangement with the Operator.</p>	<p><b>“SB-WLR Subscriber”:</b> a subscriber who has an active single billing arrangement with the Operator.</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p><b>“Single Billing through Wholesale Line Rental or SB-WLR”:</b> the facility through which the Operator may provide, in conjunction with the CPS All Calls option (as described in Clause 3.2 of Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement), a single bill covering all aspects of Voice Services to its subscribers at rates it determines.</p>	<p><b>“Single Billing through Wholesale Line Rental or SB-WLR”:</b> the facility through which the Operator may provide, in conjunction with the CPS All Calls option (as described in Clause 3.2 of Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement), a single bill covering all aspects of Voice Services to its subscribers at rates it determines.</p>	<p>6. As stated above, reference is no longer being made to a particular interconnection agreement, but to Maltacom’s general RIO.</p>
	<p><u><b>–“Slamming”:</b> consists in the Unauthorised Provisioning of SB-WLR whereby an Operator dishonestly attempts to initiate SB-WLR without the explicit permission of the subscriber.</u></p>	<p>7. A definition of slamming is necessary since the term is utilised at a later stage in the Document. (see Appendix 1, Clause 18(a))</p>
<p><b>“Subscriber Authorisation Form”:</b> the form completed by the subscriber opting to take up SB-WLR whereby such subscriber authorises Maltacom to transfer the telephone lines and their associated call management services from Maltacom to the Operator. This form is to be issued in the format set out in Appendix 6 of this Document.</p>	<p><b>“Subscriber Authorisation Form”:</b> the form completed by the subscriber opting to take up SB-WLR whereby such subscriber authorises Maltacom to transfer the telephone lines and their associated call management services from Maltacom to the Operator. This form is to be issued in the format set out in Appendix 6 of this Document.</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p><b>“Subscriber Contract”:</b> the written contract entered into by the subscriber opting to take up SB-WLR. This contract is to take the form set out in Appendix 7 of this Document.</p>	<p><b>“Subscriber Contract”:</b> the written contract entered into by the subscriber opting to take up SB-WLR. This contract is to <del>take the form</del> <u>satisfy the requisites</u> set out in Appendix 7 of this Document.</p>	<p>8. It is being proposed that Appendix 7 will contain the essential elements of the subscriber contact rather than stipulate the actual form of the contract.</p>
<p><b>“Subscriber Listing”:</b> the subscriber listing setting out the subscriber’s directory details on the NDD.</p>	<p><b>“Subscriber Listing”:</b> the subscriber listing setting out the subscriber’s directory details on the NDD.</p>	
<p><b>“Voice Services”:</b> shall include all publicly available telephony services (including both access and calls whether analogue or ISDN) as well as Ancillary Services, but shall exclude non-geographic numbers and all calls made to these numbers.</p>	<p><b>“Voice Services”:</b> shall include all publicly available telephony services (including both access and calls whether analogue or ISDN) <del>as well as</del>, Ancillary Services, <del>but shall exclude and shall include all those calls that are excluded from the CPS ‘all calls’ product: non-geographic numbers and all calls made to these numbers.</del></p> <p><u>Provided that voice services shall not include calls made using an override carrier selection code.</u></p>	<p>9. The term ‘Voice services’ will include calls made to non-geographic numbers when these are excluded from the CPS ‘all calls’ product.</p> <p>10. All calls which are excluded from the CPS ‘all calls’ product are included within the term voice services. This allows a single bill to be provided for all voice services (even those excluded from the CPS ‘all calls’ product)</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
		<p>11. Calls made though any other carrier select operator (or through Maltacom) by the use of an override carrier selection code shall be excluded, because here the subscriber has directly selected to retain a relationship with or to select the other carrier select operator in relation to those calls. In this case, the other carrier select operator selected by the user through the use of an override carrier selection code shall be responsible for billing for the carrier selection services provided.</p>
<p>2. Description of Service</p>	<p>2. Description of Service</p>	
<p>2.1. Subject to the provisions of this Document, Maltacom shall provide Single Billing through Wholesale Line Rental facilities in accordance with the SB-WLR Product Description annexed to this Document at Appendix 1.</p>	<p>2.1. Subject to the provisions of this Document, Maltacom shall provide Single Billing through Wholesale Line Rental facilities in accordance with the SB-WLR Product Description annexed to this Document at Appendix 1.</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>2.2. SB-WLR is only available in conjunction with CPS All Calls option provided in accordance with the provisions of Additional Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement.</p>	<p>2.2. SB-WLR is only available in conjunction with CPS All Calls option provided in accordance with the provisions of Additional Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement.</p>	
<p>2.3. A full description of the SB-WLR product is set out in this Document at Appendix 1.</p>	<p>2.3. A full description of the SB-WLR product is set out in this Document at Appendix 1.</p>	
<p>2.4. Wholesale Line Rental shall only be available to Voice Services. Maltacom will accept SB-WLR orders for accounts with non-Voice Services but will continue to bill subscribers directly for them.</p>	<p>2.4. Wholesale Line Rental shall only be available to Voice Services. Maltacom will accept SB-WLR orders for accounts with non-Voice Services but will continue to bill subscribers directly for them.</p>	
<p>3. Terms and Conditions</p>	<p>3. Terms and Conditions</p>	
<p>3.1. Both Parties agree to abide by the provisions of all the Appendices annexed to this Document, which Appendices constitute an integral part of this Document.</p>	<p>3.1. Both Parties agree to abide by the provisions of all the Appendices annexed to this Document, which Appendices constitute an integral part of this Document.</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>3.2. A condition precedent to the provision of SB-WLR in respect of any line is that the line has the CPS All Calls option in place with the Operator.</p>	<p>3.2. A condition precedent to the provision of SB-WLR in respect of any line is that the line has the CPS All Calls option in place with the Operator.</p>	
<p>3.3. In order to offer the SB-WLR service to a subscriber, the Operator must enter into the Subscriber Contract and the Subscriber Authorisation Form with such subscriber. The Subscriber Authorisation Form shall constitute an integral part of the Subscriber Contract.</p>	<p>3.3. In order to offer the SB-WLR service to a subscriber, the Operator must enter into the Subscriber Contract and the Subscriber Authorisation Form with such subscriber. The Subscriber Authorisation Form shall constitute an integral part of the Subscriber Contract.</p>	
<p>3.4. If a subscriber complains to Maltacom regarding a Subscriber Authorisation Form and Maltacom requests a copy of the said form, then the Operator must provide Maltacom with a true copy of the said Subscriber Authorisation Form within 2 Working Days of Maltacom requesting the copy. If Maltacom is not satisfied with the copy of the Subscriber Authorisation Form, then the Operator must provide access to the original Subscriber Authorisation Form.</p>	<p>3.4. If a subscriber complains to <del>Maltacom</del> <u>Losing Operator</u> regarding an <u>alleged slamming Subscriber Authorisation Form</u> and <del>Maltacom</del> <u>the Losing Operator</u> requests a copy of the said form, then the <u>Gaining Operator</u> must provide <del>Maltacom</del> <u>the Losing Operator</u> with a true copy of the said Subscriber Authorisation Form within <u>two (2)</u> Working Days of <del>Maltacom</del> <u>the Losing Operator</u> requesting the copy. If <del>Maltacom</del> <u>the Losing Operator</u> is not satisfied with the copy of the Subscriber Authorisation Form, then the <u>Gaining</u></p>	<p>12. The complaint has to be in regard to an alleged slamming.</p> <p>13. Only the customer in question may complain of slamming in his respect.</p> <p>14. Operators must retain statistics on the requests for forms because</p>



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p>Operator must provide access to the original Subscriber Authorisation Form. <u>A subscriber may only complain if it is in respect of a service supplied to that subscriber and an operator may only request a Subscriber Acquisition Form if it is the Losing Operator or Access Network Operator. Operators and Access Network Operators providing SB-WLR facilities must ensure that they maintain statistics on:</u></p> <p><u>(a) The number of requests; and</u></p> <p><u>(b) Performance in relation to:</u></p> <p><u>(i) the timeframes in which the operator responds to requests; and</u></p> <p><u>(ii) the number of unsatisfied requests</u></p>	<p>this could keep track of the extent of slamming taking place and could aid curb the effects of slamming by the timely reaction to any abuse.</p>
	<p><u>3.4A. Where an incident(s) of slamming is detected the incident(s) shall be notified to the Operator who has gained as a result of the unauthorised provisioning. All Operators who are party to the incident(s) complained of shall use their best</u></p>	<p>15. This clause provides for reinstatement in cases of slamming.</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>endeavours to resolve the matter. Where the matter is resolved the Gaining Operator shall notify the Access Provider to reinstate the subscriber's service to the status prior to the disputed provisioning.</u></p>	
<p>3.5. The Subscriber Contract and the Subscriber Authorisation Form shall be physically separate from any promotional materials and inducements such as prizes and contests.</p>	<p>3.5. The Subscriber Contract and the Subscriber Authorisation Form shall be physically separate from any promotional materials and inducements such as prizes and contests.</p>	
<p>3.6. Each Party shall correct faults that occur in its Network which affect the delivery of the SB-WLR in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.</p>	<p>3.6. <u>Without prejudice to the SB-WLR Service Level Agreement in Appendix 5 and to the Fault Handling Process for SB-WLR in Appendix 9,</u> Each Party shall correct faults that occur in its Network which affect the delivery of the SB-WLR in accordance with such Party's normal engineering practices. For the avoidance of doubt, neither Party warrants that its Network is, or will be, free from faults.</p>	<p>16. These Appendices further regulate the relationship between Maltacom and the Operator insofar as faults, repairs and escalation procedures are concerned.</p>
<p>3.7. Maltacom will not discriminate in the investigation and repair of faults between access lines with SB-WLR activated for the</p>	<p>3.7. Maltacom will not discriminate in the investigation and repair of faults between access lines with SB-WLR activated for the</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
Operator and all other access lines.	Operator and all other access lines.	
3.8. The Operator shall be responsible for credit management of subscribers in relation to SB-WLR. This matter is regulated by the SB-WLR Product Description annexed to this Document at Appendix 1.	3.8. The Operator shall be responsible for credit management of subscribers in relation to SB-WLR. This matter is regulated by the SB-WLR Product Description annexed to this Document at Appendix 1.	
3.9. Ordering, provisioning and fault reporting and management shall be as set out in the SB-WLR Product Description annexed to this Document at Appendix 1.	3.9. Ordering, provisioning and fault reporting and management shall be as set out in the SB-WLR Product Description annexed to this Document at Appendix 1.	
3.10. Subscriber movement among other CPS operators and subscriber movement in relation to subscriber premises shall respectively be regulated in the manner set out in Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement and in Appendices 1 and 4 of this Document.	3.10. Subscriber movement among other CPS operators and subscriber movement in relation to subscriber premises shall respectively be regulated in the manner set out in Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement and in Appendices 1 and 4 of this Document.	
3.11. Maltacom shall convey to the Operator all calls originating from the Operator SB-WLR subscribers that constitute Voice Services, including calls to	<del>3.11. Maltacom shall convey to the Operator all calls originating from the Operator SB-WLR subscribers that constitute Voice Services, including calls to</del>	17. Calls shall be conveyed in accordance with the CPS agreement. There is no difference in routing between CPS and Wholesale Line

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>numbers in the exclusion list contained in Appendix 1 of Additional Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement.</p>	<p><del>numbers in the exclusion list contained in Appendix 1 of Additional Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement.</del></p>	<p>Rental. The latter is merely the provision by Maltacom of wholesale billing details to the Operator who shall then bill the subscribers at its retail rates. Routing is further dealt with in Clause 5 of Appendix 1.</p>
<p>3.12. When SB-WLR is applied to a subscriber account, Maltacom's obligation to provide SB-WLR Subscriber Listing information to the National Directory Database shall terminate and such obligations shall transfer to the Operator.</p>	<p>3.12. When SB-WLR is applied to a subscriber account, Maltacom's obligation to provide SB-WLR Subscriber Listing information to the National Directory Database shall terminate and such obligations shall transfer to the Operator.</p>	
<p>3.13. The Operator may request that Temporary Off Service (TOS) be applied to a line. Rental for the line will continue to apply while Temporary Off Service remains in effect until the line is ceased. The provisions of Appendix 8 of this Document shall further apply.</p>	<p>3.13. The Operator may request that Temporary Off Service (TOS) be applied to a line. Rental for the line will continue to apply while Temporary Off Service remains in effect until the line is ceased. The provisions of Appendix 8 of this Document shall further apply.</p>	
<p>3.14. There will be no break in service as a result of SB-WLR being applied to a subscriber account.</p>	<p>3.14. There will be no break in service as a result of SB-WLR being applied to a subscriber account.</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
3.15. Provision of this service shall be in accordance with the SB-WLR Service Level Agreement annexed to this Document as Appendix 5.	3.15. Provision of this service shall be in accordance with the SB-WLR Service Level Agreement annexed to this Document as Appendix 5.	
3.16. The Operator warrants the accuracy of the Subscriber Listing contained in the NDD up to the date of the Maltacom subscriber transferring to another operator by means of SB-WLR.	<del>3.16. The Operator warrants the accuracy of the Subscriber Listing contained in the NDD up to the date of the Maltacom subscriber transferring to another operator by means of SB-WLR.</del>	18. It is not necessary for the Operator to make this warranty to Maltacom. This however is without prejudice to the Operator's obligations at law, particularly those relating to publicly available telephony services.
3.17. The Operator further warrants that any use by it of subscriber information shall be restricted so as to ensure compliance by the Operator with its existing obligations under any applicable legislation, including but not limited to its obligations under the DPA and under applicable competition legislation.	<del>3.17. The Operator</del> <u>Both parties</u> further warrants that any use <del>by it</del> of subscriber information shall be restricted so as to ensure compliance <del>by the Operator</del> with <del>its</del> existing obligations under any applicable legislation, including but not limited to <del>its</del> obligations under the <u>Data Protection Act</u> and under applicable competition legislation.	19. Both parties should comply with the respective legislation.
4. Charging	4. Charging	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>4.1. Maltacom shall invoice the Operator a one-time charge for the testing and activation of SB-WLR and a per subscriber charge relating to SB-WLR provision under the temporary solution contemplated by this Document in accordance with Annex B of the Maltacom Interconnection Agreement and as specified in Appendix 10 of this Document.</p>	<p>4.1. Maltacom shall invoice the Operator a one-time charge for the testing and activation of SB-WLR and a per subscriber charge relating to SB-WLR provision <del>under the temporary solution contemplated by this Document in accordance with Annex B of the Maltacom Interconnection Agreement and</del> as specified in Appendix <del>10</del><u>1</u> of this Document.</p>	
<p>4.2. The Operator shall be liable for invoiced amounts in accordance with Annex B of the Maltacom Interconnection Agreement.</p>	<p>4.2. The Operator shall be liable for invoiced amounts in accordance with Annex B of the Maltacom Interconnection Agreement.</p>	
<p>Appendix 1</p>	<p>Appendix 1</p>	
<p>SB-WLR Product Description</p>	<p>SB-WLR Product Description</p>	
<p>1. The Scope of the SB-WLR Product</p>	<p>1. The Scope of the SB-WLR Product</p>	
<p>The SB-WLR product shall enable the Operator to provide subscribers opting for the CPS All Calls service with a single bill covering all aspects of Voice Services.</p>	<p>The SB-WLR product shall enable the Operator to provide subscribers opting for the CPS All Calls service with a single bill covering all aspects of Voice Services. The <del>Operator may provide their own ancillary</del></p>	<p>20. The addition clarifies that the SB-WLR product operates vis-à-vis voice services including ancillary services.</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>Operator may provide their own ancillary services or purchase Ancillary Services from Maltacom on a wholesale basis and charge the subscriber for those services at its own rates.</u></p>	
<p>It includes a wholesale service for Voice Services provided by Maltacom to its subscribers. This means that the Operator can achieve a single billing relationship with such subscribers when taking over a Maltacom account.</p>	<p>It includes a wholesale service for Voice Services provided by Maltacom to its subscribers. This means that the Operator can achieve a single billing relationship with such subscribers when taking over a Maltacom account. <u>In addition, new retail network based voice services introduced by Maltacom will have a corresponding wholesale service in the SB-WLR product where technically possible.</u></p>	<p>21. New retail voice service offerings should also have corresponding wholesale services which the Operator may take over using SB-WLR.</p>
<p>2. The Relationship between SB-WLR and CPS products</p>	<p>2. The Relationship between SB-WLR and CPS products</p>	
<p>SB-WLR and CPS are distinct products. SB-WLR builds on the functionality of the CPS All Calls product. CPS products continue to be available in their current format and the future development of the CPS product is not tied to that of the SB-</p>	<p>SB-WLR and CPS are distinct products. SB-WLR builds on the functionality of the CPS All Calls product. CPS products continue to be available in their current format and the future development of the CPS product is not tied to that of the SB-</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
WLR product.	WLR product.	
SB-WLR can only be made available on end subscriber lines where the Operator is both the chosen carrier on such lines as well as the operator requesting SB- WLR.	<p>SB-WLR can only be made available on end subscriber lines where the Operator is both the chosen carrier on such lines as well as the operator requesting SB- WLR.</p> <p><u>Where a subscriber wishes to avail of CPS and SB-WLR they may sign up for both services on one Subscriber Authorisation Form. An existing CPS subscriber wishing to avail of SB-WLR will not be required to sign up for CPS again and will only be required to sign up for SB-WLR. The Operator will effectively submit CPS and single billing orders (SB-WLR) to Maltacom where required. The CPS ordering process as it is currently defined will remain unchanged.</u></p>	22. It is not necessary that the customer is required to sign two separate forms provided that the subscriber authorisation form contains all the information that is required in accordance with the RIO provisions relating to CPS and to SB-WLR.
3. Removing CPS from SB-WLR	3. Removing CPS from SB-WLR	
If at any time the CPS All Calls option with the Operator is removed from the line, for example where the subscriber moves to another CPS provider, then the SB-WLR service will be removed from that line and	If at any time the CPS All Calls option with the Operator is removed from the line, for example where the subscriber moves to another CPS provider, then the SB-WLR service will be removed from that line and	



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
the line will revert to Maltacom's retail arm.	the line will revert to Maltacom's retail arm.	
4. Removing SB-WLR but maintaining CPS with the Operator	4. Removing SB-WLR but maintaining CPS with the Operator	
The subscriber can choose to remove SB-WLR but maintain the CPS All Calls relationship with the Operator. In this case the subscriber can request that Maltacom provides the retail line service but continues to have CPS All Calls with the Operator.	The subscriber can choose to remove SB-WLR but maintain the CPS All Calls relationship with the Operator. In this case the subscriber can request that Maltacom provides the retail line service but continues to have CPS All Calls with the Operator.	
5. Wholesale billing details and Routing matters	5. Wholesale billing details and Routing matters	
Maltacom shall provide wholesale billing details to the Operator who shall then bill the subscribers at its retail rates. Traffic is routed to the Operator Network in line with the CPS All Calls routing rules laid down in Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement. Calls to numbers in the exclusion list contained in Appendix 1 of Additional	Maltacom shall provide wholesale billing details to the Operator who shall then bill the subscribers at its retail rates. Traffic is routed to the Operator Network in line with the CPS All Calls routing rules laid down in Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement. <del>Calls to numbers in the exclusion list contained in Appendix 1 of Additional</del>	23. As stated in comment 17, the Wholesale Line Rental product does not affect routing of the calls. Routing is dealt with in accordance with the CPS specifications.

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement shall also be routed to the Operator Network.	<del>Service Schedule 8 of Annex C1 of the Maltacom Interconnection Agreement shall also be routed to the Operator Network.</del>	
6. Final bill from Maltacom	6. Final bill from Maltacom	
Upon signing the Subscriber Authorisation Form and the Subscriber Contract, the Operator will receive a final bill from Maltacom for all unpaid services. The subscriber will thereafter be billed by the Operator.	Upon <del>signing the Subscriber Authorisation Form and the Subscriber Contract</del> <u>completion of the order in accordance with Clause 4.2 and 4.3 of Appendix 3 to this document</u> , the <del>Operator</del> <u>subscriber</u> will receive a final bill from Maltacom for <del>all unpaid-voice services that will thereafter be billed by the Operator.</del> <u>The subscriber will thereafter be billed by the Operator.</u>	24. It is the subscriber (not the Operator) who will receive a final bill from Maltacom for unpaid services.
7. Numbering	7. Numbering	
Subscribers transferring existing lines from Maltacom to the Operator will retain their existing telephone number(s).	Subscribers transferring existing lines from Maltacom to the Operator will retain their existing telephone number(s).	
8. Entire or Partial transfer	8. Entire or Partial transfer	

<b>WLR Proposal by Maltacom</b>	<b>Proposed Amendments by MCA</b>	<b>Comments</b>
<p>The Operator may place orders to convert an entire account to SB-WLR or may request a partial transfer by specifying that individual lines (and associated services) be converted to SB-WLR. In the case of partial transfers, Maltacom will split the account and will continue to bill the subscriber directly for services and lines not converted to SB-WLR.</p>	<p>The Operator may place orders to convert an entire account to SB-WLR or may request a partial transfer by specifying that individual lines (and associated services) be converted to SB-WLR. In the case of partial transfers, Maltacom will split the account and will continue to bill the subscriber directly for services and lines not converted to SB-WLR.</p>	
<p>9. Continuity of service</p>	<p>9. Continuity of service</p>	
<p>There will be no break in service as a result of SB-WLR being applied to a Subscriber's account/s.</p>	<p>There will be no break in service as a result of SB-WLR being applied to a Subscriber's account/s.</p>	
<p>10. Order Lead Times and Advanced Notification of Order Completion</p>	<p>10. Order Lead Times and Advanced Notification of Order Completion</p>	
<p>Order lead times and advanced notification of order completion shall be as set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.</p>	<p>Order lead times and advanced notification of order completion shall be as set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.</p>	
<p>11. House/Premises moves</p>	<p>11. House/Premises moves</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>The SB-WLR product supports subscriber orders for house / premises moves. The operational processes minimise service interruption. For moves within a Maltacom exchange area and minimum numbering area, it may be possible for subscribers to retain their existing telephone numbers. Subscribers will contact the Operator to place orders.</p>	<p>The SB-WLR product supports subscriber orders for house / premises moves. The operational processes minimise service interruption. <del>For moves within a Maltacom exchange area and minimum numbering area, it may be possible for subscribers to retain their existing telephone numbers.</del> <u>Maltacom will allow a subscriber of the Operator to retain his existing number if Maltacom, in similar circumstances, would have allowed its retail subscriber to retain the number.</u> Subscribers will contact the Operator to place orders.</p>	<p>25. The amendment is based on the principle of non-discrimination. Once Maltacom's retail subscriber would have been able to port geographically, this facility should also be made available to the subscriber of the Operator.</p>
	<p><u>11A. Ancillary Services on Analogue Lines</u></p>	
	<p><u>Maltacom shall provide the ancillary services on SB-WLR Analogue Lines. These services shall be billed at wholesale rates to the Operator and the services are listed as follows:</u></p> <p><u>Call Code Controlled Barring and Debarring</u></p>	<p>26. The MCA is of the opinion that the Product Description should detail which ancillary services shall be provided by Maltacom within the context of the SB-WLR.</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><a href="#"><u>Call Transfer</u></a></p> <p><a href="#"><u>Abridged Dialling</u></a></p> <p><a href="#"><u>Conference Calls</u></a></p> <p><a href="#"><u>Do not Disturb</u></a></p> <p><a href="#"><u>Call Waiting</u></a></p> <p><a href="#"><u>Hot Line</u></a></p> <p><a href="#"><u>Alarm Call</u></a></p> <p><a href="#"><u>Ring Back</u></a></p> <p><a href="#"><u>Tring</u></a></p> <p><a href="#"><u>Calling Line Identification</u></a></p> <p><a href="#"><u>Phonemail</u></a></p>	
	<p><a href="#"><u>11B. Ancillary Services on ISDN Lines</u></a></p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>Maltacom shall provide the ancillary services on SB-WLR ISDN Lines. These services shall be billed at wholesale rates to the Operator and the services are listed as follows:</u></p> <p><u>Call Code Controlled Barring and Debarring</u></p> <p><u>Call Transfer</u></p> <p><u>Abridged Dialling</u></p> <p><u>Conference Calls</u></p> <p><u>Do not Disturb</u></p> <p><u>Call Waiting</u></p> <p><u>Hot Line</u></p> <p><u>Alarm Call</u></p> <p><u>Ring Back</u></p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>Tring</u></p> <p><u>Calling Line Identification</u></p> <p><u>Phonemail</u></p>	
	<p><u>11C. Ancillary Services Features</u></p>	
	<p><u>Subscribers will contact the Operator to place orders for provision, changes or cessation of ancillary services. The Operator will then place orders with Maltacom for wholesale ancillary services as required. When an existing line is transferred to SB-WLR the Operator may optionally request that all existing ancillary services be replaced by their wholesale equivalents. Alternatively, the Operator may explicitly state which wholesale ancillary services are required and/or order additional ancillary services if required.</u></p>	<p>27. The Subscriber Authorisation Form will include an option for the subscriber to select to replace all services by their wholesale equivalents or to replace only particular services. Maltacom will continue to provide and bill for any ancillary services that are excluded.</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
12. Directory Entries	12. Directory Entries	
<p>Once the subscriber's account has been ceased, Maltacom no longer has an obligation to provide information to the NDD from the close of business that day. Instead, this becomes the Operator's responsibility. Maltacom will enable the transfer of the NDD listing reference number from a Maltacom number to an Operator NDD reference number on completion of the SB-WLR order.</p>	<p>Once the subscriber's account has been ceased, Maltacom no longer has an obligation to provide information to the NDD from the close of business that day. Instead, this becomes the Operator's responsibility. Maltacom will enable the transfer of the NDD listing reference number from a Maltacom number to an Operator NDD reference number on completion of the SB-WLR order.</p>	
13. Subscriber Contact	13. Subscriber Contact	
<p>The Operator will handle all subscriber contact for SB-WLR. Maltacom will not have any contact with subscribers for SB-WLR, except in the following circumstances:</p>	<p>The Operator will handle all subscriber contact for SB-WLR. <del>Maltacom</del> <u>A Losing Operator</u> will not have any contact with subscribers for SB-WLR <u>until period of four (4) months has elapsed following notification of the loss of service</u>, except in the following circumstances:</p>	<p>28. This clause prevents win-back activities or any other form of contact by the losing operator for a period of four months except in the instances delineated. This clause is without prejudice to any applicable data protection legislation. (See clause 3.17)</p>



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
		29. Reference is made to a Losing Operator rather than Maltacom, in order to take into account the scenario that the losing operator may be the Operator.
(a) when sending the subscriber a one-time non soliciting anti slamming letter;	(a) when sending the subscriber a one-time <del>non-soliciting-unsolicited</del> anti slamming letter <u>within five (5) days following notification of the loss of service</u> . <u>This unsolicited contact with the subscriber must take the form of the anti-slamming letter in Appendix 10.</u>	30. The anti-slamming letter will prevent instances of unauthorised SB-WLR. The amendments propose to limit the time within which the letter should be sent and to establish the wording of such letter in order that the letter would not serve to win-back or confuse subscribers.
(b) where necessary in relation to all appointments, changes to appointments and access arrangements with the subscriber for on-site engineering visits from Maltacom representatives on behalf of the Operator;	(b) where necessary in relation to all appointments, changes to appointments and access arrangements with the subscriber for on-site engineering visits from Maltacom representatives on behalf of the Operator;	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
(c) where the subscribers avail themselves of services from Maltacom that are directly billed to them by Maltacom;	(c) where the subscribers avail themselves of services from Maltacom that are directly billed to them by Maltacom; <u>or</u>	
(d) where the Operator requests Maltacom to contact the SB-WLR subscriber directly;	(d) where the Operator requests Maltacom to contact the SB-WLR subscriber directly; <del>of.</del>	
(e) to assist with the provision of service and/or maintenance or repair as appropriate; or	<del>(e) to assist with the provision of service and/or maintenance or repair as appropriate; or</del>	31. Assistance with service, maintenance or repair is required only whether the Operator requests such maintenance.
(f) where it is necessary for the performance of this Service Schedule.	<del>(f) where it is necessary for the performance of this Service Schedule.</del>	32. This is already catered for in the other sub clauses.
If a subscriber contacts Maltacom with queries applicable to a SB-WLR account, Maltacom will direct the subscriber to contact the operator providing the service for assistance.	If a subscriber contacts Maltacom with queries applicable to a SB-WLR account, Maltacom will direct the subscriber to contact the operator providing the service for assistance.	
	<u>The above contacts from the subscriber cannot be used as a winback opportunity unless the subscriber specifically requests</u>	33. When the customer requests information this does not qualify as winback. Otherwise the listed

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<u>information in relation to services offered.</u>	exceptions are to apply only restrictively to the purpose of the contact.
When all existing Maltacom services are converted to SB-WLR, Maltacom's contract with the subscriber will be terminated.	When all existing Maltacom services are converted to SB-WLR, Maltacom's contract with the subscriber will be terminated.	
14. Charging	14. Charging	
The Operator shall charge subscribers at their own retail rates for their SB-WLR retail products that are based on Maltacom's SB-WLR wholesale product.	The Operator shall charge subscribers at their own retail rates for their SB-WLR retail products that are based on Maltacom's SB-WLR wholesale product.	
15. Credit Management	15. Credit Management	
The Operator will be responsible for all bad debts relating to SB-WLR.	The Operator will be responsible for all bad debts relating to SB-WLR.	
The Operator may request that credit management procedures be applied to SB-WLR lines using wholesale credit management tools and procedures.	The Operator may request that credit management procedures be applied to SB-WLR lines using wholesale credit management tools and procedures.	

<b>WLR Proposal by Maltacom</b>	<b>Proposed Amendments by MCA</b>	<b>Comments</b>
The provisions of Appendix 8 of this Document shall further apply as may be relevant.	The provisions of Appendix 8 of this Document shall further apply as may be relevant.	
16. Order Handling and Provisioning	16. Order Handling and Provisioning	
The subscriber will sign a new Subscriber Authorisation Form when ordering SB-WLR. Further details on order handling are set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.	The subscriber will sign a new Subscriber Authorisation Form when ordering SB-WLR. Further details on order handling are set out in the Order Handling Procedure Manual annexed to this Document at Appendix 3.	
17. Fault Reception/Management	17. Fault Reception/Management	
All subscriber faults will be reported to the Operator. The Operator shall inform subscribers clearly whom they are to contact in the event of a query or fault with the service.	All subscriber faults will be reported to the Operator. The Operator shall inform subscribers clearly whom they are to contact in the event of a query or fault with the service.	
Maltacom will not accept fault reports directly from subscribers. If a subscriber contacts Maltacom in the case of SB-WLR, then such subscriber shall be advised to	Maltacom will not accept fault reports directly from subscribers. If a subscriber contacts Maltacom in the case of SB-WLR, then such subscriber shall be advised to	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
contact the Operator.	contact the Operator.	
<p>If a subscriber contacts the Operator in the case of SB-WLR, the Operator shall handle such query. The Operator will prove the fault out of its network before reporting the fault to Maltacom. If the Operator determines that the fault resides in the Maltacom Network, it will inform Maltacom thereof. If Maltacom carries out a site visit in order to handle this fault and it transpires that such fault is not attributable to the Maltacom Network, Maltacom shall charge the Operator the relevant charge set out in Appendix 10 of this Document.</p>	<p>If a subscriber contacts the Operator in the case of SB-WLR, the Operator shall handle such query. The Operator will prove the fault out of its network before reporting the fault to Maltacom. If the Operator determines that the fault resides in the Maltacom Network, it will inform Maltacom thereof. If Maltacom carries out a site visit in order to handle this fault and it transpires that such fault is not attributable to the Maltacom Network, Maltacom shall charge the Operator the relevant charge set out in Appendix 11<del>0</del> of this Document.</p>	
<p>The provisions of Appendix 9 of this Document shall further apply to regulate fault reception and management processes.</p>	<p>The provisions of Appendix 9 of this Document shall further apply to regulate fault reception and management processes.</p>	
18. SB-WLR service constraints	18. SB-WLR service constraints	
<p>The Operator acknowledges and accepts the following non-exhaustive list of</p>	<p>The Operator acknowledges and accepts <u>that certain Ancillary Services may not be</u></p>	<p>34. The MCA is proposing to limit the service limitations suggested by</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>technical limits relating to the SB-WLR service:</p>	<p><del>available to the Operator due to limitations of the Operator's network. The following non-exhaustive list of technical limits relating to the SB-WLR service:</del></p>	<p>Maltacom on the basis that the only justified technical limitation is that resulting from the Operator's network. Other ancillary services that may not technically be provided on a wholesale basis or otherwise included in the SB-WLR offer would not be included in the first place in the lists in clauses 11A and 11B respectively.</p>
<p>(a) that some technical limitations within the Maltacom Network may not become apparent until after the SB-WLR service has been installed and working for some time. In such circumstances, the SB-WLR service for some individual SB-WLR subscribers may need to be withdrawn, in which case Maltacom will provide as much notice to the Operator as is reasonably practical of such withdrawal and rebate any charges paid in advance by the Operator;</p>	<p><del>(a) that some technical limitations within the Maltacom Network may not become apparent until after the SB-WLR service has been installed and working for some time. In such circumstances, the SB-WLR service for some individual SB-WLR subscribers may need to be withdrawn, in which case Maltacom will provide as much notice to the Operator as is reasonably practical of such withdrawal and rebate any charges paid in advance by the Operator;</del></p>	
<p>(b) that there are certain Maltacom services that are incompatible with the SB-WLR service particularly due to limitations</p>	<p><del>(b) that there are certain Maltacom services that are incompatible with the SB-WLR service particularly due to limitations</del></p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
on the Operator Network; and	<del>on the Operator Network; and</del>	
(c) that certain services will not be available with the SB-WLR service particularly due to limitations on the Operator Network.	<del>(c) that certain services will not be available with the SB-WLR service particularly due to limitations on the Operator Network.</del>	
There may be technical or geographical limitations that inhibit the installation of the SB-WLR service. The Operator acknowledges that in all cases the provision of the SB-WLR service may be subject to a survey or engineering visit. Following the survey or engineering visit, Maltacom will advise the Operator of any limitations affecting the provision of the SB-WLR service in individual circumstances and where this is the case, Maltacom will notify the Operator and close the installation order.	<del>There may be technical or geographical limitations that inhibit the installation of the SB-WLR service. The Operator acknowledges that in all cases the provision of the SB-WLR service may be subject to a survey or engineering visit. Following the survey or engineering visit, Maltacom will advise the Operator of any limitations affecting the provision of the SB-WLR service in individual circumstances and where this is the case, Maltacom will notify the Operator and close the installation order.</del>	35. Engineering visits are regulated in the Order Handling Procedure Manual in Appendix 3. Surveys are generally only required in the case of SB-WLR for new or additional lines.
If there is a technical or geographical limitation relating to the SB-WLR service as detailed in the preceding paragraph, Maltacom will have no liability to the Operator relating to the provision of the	<del>If there is a technical or geographical limitation relating to the SB-WLR service as detailed in the preceding paragraph, Maltacom will have no liability to the Operator relating to the provision of the</del>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>SB-WLR service (or Maltacom's inability to provide the SB-WLR service), the performance of the SB-WLR service, its effect on other services or equipment or the withdrawal of the SB- WLR service.</p>	<p><del>SB-WLR service (or Maltacom's inability to provide the SB-WLR service), the performance of the SB-WLR service, its effect on other services or equipment or the withdrawal of the SB- WLR service.</del></p>	
	<p><u>19. New Retail Service</u></p>	
	<p><u>In the event of Maltacom launching a new retail service, then both Parties to this Agreement shall co-operate to ensure that the processes for SB-WLR are reviewed to enable a wholesale equivalent for each retail service product.</u></p>	<p>36. This clause requires Maltacom to provide wholesale services for any new retail ancillary services that may be developed or provided over time.</p> <p>The clause is not to be interpreted to mean that any discounts or bundles of services should be likewise offered as bundles on a wholesale basis. It is sufficient that the services are offered on an unbundled basis to the Operator.</p> <p>Nonetheless, the MCA will, as appropriate, ascertain that any special offer or bundle may be replicated by the Operator and that the said offer or bundle does not</p>



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
		amount to a margin squeeze or predatory pricing.
Appendix 2	Appendix 2	
Billing Information Exchange Specification	<del>Billing Information Exchange Specification</del> Billing Process	
[contents of this document to be drafted jointly with the Operator after mutual agreement on the best way forward is reached by and between the parties]	<del>[contents of this document to be drafted jointly with the Operator after mutual agreement on the best way forward is reached by and between the parties]</del>	37. This document is a defined specification of a first version of the SB-WLR product. Therefore, the MCA proposes that the main elements of the product are covered by the Document. Although, undoubtedly, billing information specifications may be further defined, especially with the eventual development of a WLR electronic gateway, at this stage the MCA proposes to set out some basic clauses relating to the Billing Process.

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>1. Schedule of Billing Cycles</u></p>	
	<p><u>Maltacom will supply Operators with a schedule of bill run dates for the following twelve (12) months. The exact dates are subject to reasonable operational considerations and may vary accordingly.</u></p>	<p>38. The MCA believes that this bill run schedule will act as a guide for the Operator with regard to Major Account Billing dates.</p>
	<p><u>2. Application and Removal of CPS</u></p>	
	<p><u>In the case of calls that are included in the CPS 'all calls' product, the Operator that carried the traffic will be responsible for billing the subscriber (normally the Operator until CPS is removed or changed to another Operator).</u></p> <p><u>In the case of calls that are excluded from the CPS 'all calls' product, the losing operator will be responsible for billing the subscriber for calls made up to the Order Completion Date and the gaining operator will be responsible for calls made after the Order Completion Date.</u></p>	<p>39. Because calls included in the CPS 'all calls' product are routed to the Operator (see Comment 17), then the calls which should be charged by the Operator are those routed to the said Operator. Adversely, since calls excluded from the CPS 'all calls' product are not routed to the Operator, the Operator commenced to bill of them from the Order Completion Date.</p> <p>40. Maltacom should not provide call records because these calls would</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>Order Completion Date.</u></p> <p><u>Operators should never receive call records from Maltacom for CPS included call types.</u></p>	<p>have been routed to the Operator who should then have all the records.</p>
	<p><u>3. Final Bills.</u></p>	
	<p><u>When a subscriber account is transferred to SB-WLR, Maltacom will issue a final bill to the subscriber.</u></p> <p><u>In certain cases, Maltacom may need to issue a second final bill if call records arrive after the first final bill has been issued.</u></p> <p><u>Provided that were certain voice services have been paid upfront by the subscriber for a specified duration, which duration includes a period following the Order Completion Date, Maltacom shall remit the</u></p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<u>subscriber with a pro-rata amount of any payments made for this period following the Order Completion Date.</u>	
Appendix 3	Appendix 3	
Order Handling Procedure Manual	Order Handling Procedure Manual	
[Additional contents of this document to be drafted jointly with the Operator]	<del>[Additional contents of this document to be drafted jointly with the Operator]</del>	41. Refer above (see comment 37)
1. Introduction	1. Introduction	
<p>This Appendix outlines the processes for the ordering of SB-WLR on existing accounts. The SB-WLR subscriber will purchase services from the Operator and enter into the necessary contractual relationship with the Operator in relation to such services. The Operator may either take over the rental of Maltacom lines or place orders with Maltacom for new or additional lines in accordance with the processes laid down in Appendix 4 of this Document.</p>	<p>This Appendix outlines the processes for the ordering of SB-WLR on existing accounts. The SB-WLR subscriber will purchase services from the Operator and enter into the necessary contractual relationship with the Operator in relation to such services. The Operator may either take over the rental of Maltacom lines or place orders with Maltacom for new or additional lines in accordance with the processes laid down in Appendix 4 of this Document.</p>	

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2. Continuity of Service – Ancillary Services for SB-WLR.	2. Continuity of Service – Ancillary Services for SB-WLR.	
Maltacom will accept orders from the Operator that specify Ancillary Services requested by the SB-WLR subscriber to be included within such subscriber's SB-WLR solution provided that these make sense in a SB-WLR offer.	Maltacom will accept orders from the Operator that specify Ancillary Services requested by the SB-WLR subscriber to be included within such subscriber's SB-WLR solution provided that <u>the Ancillary Service may be requested in accordance with Clauses 11A and 11B of Appendix 1 of this Document.</u> <del>these make sense in a SB-WLR offer.</del>	42. Once the Ancillary Service is listed in the Clauses 11A and 11B of Appendix 1 then it makes sense in the offer and is to be provided by Maltacom.
The SB-WLR subscriber has the option to request that Ancillary Services provided by Maltacom will retain the same status that they would have had prior to the SB-WLR transfer of such subscriber's line rental to the Operator.	The SB-WLR subscriber has the option to request that Ancillary Services provided by Maltacom will retain the same status that they would have had prior to the SB-WLR transfer of such subscriber's line rental to the Operator.	
Alternatively the SB-WLR subscriber may opt to order Ancillary Services to be included within such subscriber's SB-WLR solution on an individual basis. Upon SB-WLR being activated on all Voice Services	Alternatively the SB-WLR subscriber may opt to order Ancillary Services to be included within such subscriber's SB-WLR solution on an individual basis. Upon SB-WLR being activated on all Voice Services	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
and any ordered Ancillary Services, Maltacom will send a completion notification to the Operator.	and any ordered Ancillary Services, Maltacom will send a completion notification to the Operator.	
3. Order Format	3. Order Format	
All orders for SB-WLR products shall be placed via e-mail on the Subscriber Authorisation Form. The Operator must have received a signed Subscriber Contract and Subscriber Authorisation Form from the SB-WLR subscriber for Voice Services before the Operator may place a SB-WLR order for Ancillary Services with Maltacom. The Operator must retain in its records the Subscriber Contract and the Subscriber Authorisation Form signed in original by the SB- WLR subscriber.	All orders for SB-WLR products shall be placed via e-mail <del>on</del> the Subscriber Authorisation Form. The Operator must have received a signed <del>Subscriber Contract and</del> Subscriber Authorisation Form from the SB-WLR subscriber <del>for Voice Services</del> before the Operator may place a SB-WLR <del>order for and</del> Ancillary Services <del>order</del> with Maltacom. The Operator must retain in its records the <del>Subscriber Contract and the</del> Subscriber Authorisation Form signed in original by the SB- WLR subscriber.	43. It is sufficient, insofar as Maltacom is concerned, that the Operator has acquired a Subscriber Authorisation Form <u>and has emailed a copy of the form to Maltacom</u> . The SB-WLR may not be refused if a subscriber contract has not been signed <u>in addition to the Subscriber Authorisation Form</u> . This is without prejudice to the obligation of the Operator to ensure that a subscriber contract is in fact entered into.
4. Ordering Processes for SB-WLR	4. Ordering Processes for SB-WLR	
4.1. Introduction	4.1. Introduction	
This process describes how SB-WLR orders are placed for existing Maltacom PSTN	This process describes how SB-WLR orders are placed for existing Maltacom PSTN	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
lines by the Operator.	lines by the Operator.	
4.2 Process	4.2 Process	
<p>The order is submitted by the Operator to Maltacom via email in the format laid down by Clause 3 above. Maltacom accepts or rejects the order within five working days. If rejected, the order is returned to the Operator via email with a rejection code stating the reason for rejection. If the order is accepted, it will be completed within seven working days. On completion, Maltacom shall send a completion notification to the Operator.</p>	<p>The order is submitted by the Operator to Maltacom via email in the format laid down by Clause 3 above. Maltacom accepts or rejects the order within <del>five</del><u>one (1)</u> working days. If rejected, the order is returned to the Operator via email with a rejection code stating the reason for rejection. If the order is accepted, it will be completed within <del>seven</del><u>five (5)</u> working days. On completion, Maltacom shall send a completion notification to the Operator.</p>	<p>44. Following research in other jurisdictions, the MCA believes that one working day is sufficient time for Maltacom to accept or reject an order for SB-WLR on an existing PSTN line.</p> <p>45. Furthermore, five working days should also be sufficient for completing the service.</p>
	<p><u>4.3 Commencement and Cessation of Billing</u></p>	
	<p><u>The CPSO shall commence billing and the Operator shall finish billing on the midnight of the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 4.2</u></p>	<p>46. This added clause is similar to that in clause 5.3 below in relation to Ancillary Services.</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<a href="#">preceding sub-clause 4.2.</a>	
5. Ancillary Services	5. Ancillary Services	
5.1. Introduction	5.1. Introduction	
Once a SB-WLR subscriber has availed himself of SB-WLR, he can then request the Operator to place an order with Maltacom on his behalf in order that changes may be made to his Ancillary Services.	Once a SB-WLR subscriber has availed himself of SB-WLR, he can then request the Operator to place an order with Maltacom on his behalf in order that changes may be made to his Ancillary Services.	
5.2. Process	5.2. Process	
The Operator places a Modified Ancillary Services order on the appropriate form annexed to this Document at Appendix 6 via email. This order will contain the subscriber's telephone number and name/address and will specify required change(s). Maltacom will not issue an acceptance notification to the Operator but will process valid orders and notify the Operator of the completion. Requests for modified Ancillary Services shall be	The Operator places a Modified Ancillary Services order on the appropriate form annexed to this Document at Appendix 6 via email. This order will contain the subscriber's telephone number and name/address and will specify required change(s). Maltacom will not issue an acceptance notification to the Operator but will process valid orders and notify the Operator of the completion. Requests for modified Ancillary Services shall be	47. Following research in other jurisdictions, the MCA believes that for the purposes of Ancillary Services, two hours is a reasonable timeframe to process the order.  48. Because the application process for Ancillary Services requires merely listing the services, there is no



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>processed within five working days from the date on which Maltacom receives the order for such modification from the Operator. The Operator shall be informed of invalid orders within the said five working days.</p>	<p>processed within <del>five working days</del> <u>two (2) hours</u> from the date on which Maltacom receives the order for such modification from the Operator. The Operator <del>_shall be informed of invalid orders within the said five working days.</del></p>	<p>possibility for invalid orders.</p>
<p>5.3. Commencement of billing for Ancillary Services</p>	<p>5.3. Commencement of billing for Ancillary Services</p>	
<p>Billing for Ancillary Services shall commence on the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 5.2.</p>	<p>Billing for Ancillary Services shall commence on the day on which Maltacom sends the order completion notification to the Operator in accordance with the preceding sub-clause 5.2.</p>	
<p>6. Subscriber removes SB-WLR but maintains CPS with the operator</p>	<p>6. Subscriber removes SB-WLR but maintains CPS with the operator</p>	
<p>6.1. Introduction</p>	<p>6.1. Introduction</p>	
<p>In this scenario a SB-WLR subscriber, who has CPS and SB-WLR with the Operator, wishes to remove SB-WLR but maintain the CPS "All Calls" relationship with the Operator while requesting Maltacom to</p>	<p>In this scenario a SB-WLR subscriber, who has CPS and SB-WLR with the Operator, wishes to remove SB-WLR but maintain the CPS "All Calls" relationship with the Operator while requesting Maltacom to</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
provide him with the retail line service. To this end the subscriber would need to sign up for line services with Maltacom.	provide him with the retail line service. To this end the subscriber would need to sign up for line services with Maltacom.	
6.2. Process	6.2. Process	
Subscriber contacts Maltacom to return as a Maltacom subscriber. Maltacom shall, in such circumstances, provide a retail line service as well as Ancillary Services. If the order is accepted by Maltacom, it will be completed within seven working days. On completion Maltacom shall send a completion notification to the Operator stating that Maltacom has reverted the retail line to Maltacom retail and that CPS has been maintained on the line with the Operator.	<u>Where a Ssubscriber of the Operator contacts Maltacom to return as a Maltacom subscriber and provided that Maltacom receives a signed Subscriber Authorisation Form from the subscriber, -</u> Maltacom shall, in such circumstances, provide a retail line service as well as Ancillary Services. If the order is accepted by Maltacom, it will be completed within <u>seven—five (5)</u> working days. On completion Maltacom shall send a completion notification to the Operator stating that Maltacom has reverted the retail line to Maltacom retail and that CPS has been maintained on the line with the Operator.	49. See above (Comment 45)
6.3. Cessation of Billing	6.3. Cessation of Billing	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>Cessation of Billing of the SB-WLR subscriber – Maltacom will provide the Operator with a completion date. The Operator will cease to bill the subscriber on that same date.</p>	<p>Cessation of Billing of the SB-WLR subscriber – Maltacom will provide the Operator with a completion date. <u>Maltacom shall commence billing and the Operator will cease to bill the subscriber on the midnight of the completion date.</u><del>that same date.</del></p>	
<p>7. Change of Telephone Number for SB-WLR subscriber</p>	<p>7. Change of Telephone Number for SB-WLR subscriber</p>	
<p>7.1. Introduction</p>	<p>7.1. Introduction</p>	
<p>In this scenario, a SB-WLR subscriber wishes to change the telephone number of an existing line.</p>	<p>In this scenario, a SB-WLR subscriber wishes to change the telephone number of an existing line.</p>	
<p>7.2. Process</p>	<p>7.2. Process</p>	
<p>The Operator submits a Renumber Request Order, on the appropriate form to Maltacom via email. Maltacom accepts or rejects the order. The order will be accepted or rejected within four working days. If the order is rejected, a rejection</p>	<p>The Operator submits a Renumber Request Order, on the appropriate form to Maltacom via email. Maltacom accepts or rejects the order. The order will be accepted or rejected within <u>four-two (2)</u> working days. If the order is rejected, a</p>	<p>50. Following research in other jurisdictions, the MCA believes that two working days is a reasonable period for processing the change of telephone number.</p>

<b>WLR Proposal by Maltacom</b>	<b>Proposed Amendments by MCA</b>	<b>Comments</b>
notice will be sent to the Operator via email.	rejection notice will be sent to the Operator via email.	
If the order is accepted, Maltacom allocates a new number for the subscriber and issues a completion notification via email to the Operator. This notification will advise the Operator of the new number.	If the order is accepted, Maltacom allocates a new number for the subscriber and issues a completion notification via email to the Operator. This notification will advise the Operator of the new number.	
8. Request for additional DDIs and MSNs	8. Request for additional DDIs and MSNs	
8.1. Introduction	8.1. Introduction	
In this scenario a SB-WLR subscriber wishes to order additional Direct Dialling In (DDI) telephone numbers or Multiple Subscriber Numbers (MSN) to be applied to existing ISDN lines.	In this scenario a SB-WLR subscriber wishes to order additional Direct Dialling In (DDI) telephone numbers or Multiple Subscriber Numbers (MSN) to be applied to existing ISDN lines.	
8.2. Process	8.2. Process	
The Operator submits a DDI/MSN order, on the appropriate form to Maltacom via email. If the order is valid Maltacom allocates new number(s) for the subscriber and returns the DDI/MSN number in the	The Operator submits a DDI/MSN order, on the appropriate form to Maltacom via email. If the order is valid Maltacom allocates new number(s) for the subscriber and returns the DDI/MSN number in the	51. Following research in other jurisdictions, the MCA believes that two working days is a reasonable period for processing the request for additional DDIs and MSNs.

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
completed order within five working days.	completed order within <del>five</del> <u>two</u> (2) working days.	additional DDIs and MSNs.
9. Request to terminate the use of DDIs and MSNs	9. Request to terminate the use of DDIs and MSNs	
9.1. Introduction	9.1. Introduction	
In this scenario a SB-WLR subscriber wishes to terminate the use of DDI or MSN numbers associated with an existing ISDN line.	In this scenario a SB-WLR subscriber wishes to terminate the use of DDI or MSN numbers associated with an existing ISDN line.	
9.2. Process	9.2. Process	
The Operator submits a DDI/MSN Termination order, on the appropriate form to Maltacom via email. If the order is valid, Maltacom terminates the DDI/MSN number(s) for the subscriber and completes the order within five working days.	The Operator submits a DDI/MSN Termination order, on the appropriate form to Maltacom via email. If the order is valid, Maltacom terminates the DDI/MSN number(s) for the subscriber and completes the order within <del>five</del> <u>two</u> (2) working days.	52. See above (Comment 51)
10. Subscriber terminates all his Voice Services and his line is de-activated	10. Subscriber terminates all his Voice Services and his line is de-activated	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
10.1 Introduction	10.1 Introduction	
In this scenario a SB-WLR subscriber wishes to terminate all his Voice Services associated with a SB-WLR account. All lines that are so terminated will automatically revert to Maltacom.	In this scenario a SB-WLR subscriber wishes to terminate all his Voice Services associated with a SB-WLR account. All lines that are so terminated will automatically revert to Maltacom.	
10.2. Process	10.2. Process	
The Operator places a Cease Line order with Maltacom via email, on the appropriate form, ordering the termination of SB-WLR, CPS and Ancillary Services in relation to the particular SB-WLR subscriber. The order must indicate the full list of telephone numbers that the Operator requires to be terminated.	The Operator places a Cease Line order with Maltacom via email, on the appropriate form, ordering the termination of SB-WLR, CPS and Ancillary Services in relation to the particular SB-WLR subscriber. The order must indicate the full list of telephone numbers that the Operator requires to be terminated.	
Within 5 days from completion, Maltacom sends the Operator a completion notification.	<u>Maltacom must complete the order within two (2) working days and must from completion, Maltacom sends</u> the Operator a completion notification.	53. The wording is amended slightly to show that the order needs to be completed within the time period.  Following research in other jurisdictions, the MCA believes that

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
		two working days is a reasonable period for processing the order.
10.3. Cessation of Billing	10.3. Cessation of Billing	
Maltacom will provide the Operator with a completion date. The Operator will cease to bill the subscriber on that same date.	Maltacom will provide the Operator with a completion date. The Operator will cease to bill the subscriber <u>at midnight</u> on that same date.	54. This in accordance with 4.3 of this Appendix.
11. Hunt Groups	11. Hunt Groups	
If a SB-WLR subscriber has a Hunt Group and he wishes to have SB-WLR applied to only part of that Hunt Group, then a request should be made, on the appropriate form, in the first instance for Maltacom to 'split' the Hunt Group according to the subscriber's instructions. This will result in the subscriber having two separate Hunt Groups. The subscriber can then place an order for one of the Hunt Groups to have SB-WLR applied to it by the Operator.	If a SB-WLR subscriber has a Hunt Group and he wishes to have SB-WLR applied to only part of that Hunt Group, then a request should be made, on the appropriate form, in the first instance for Maltacom to 'split' the Hunt Group according to the subscriber's instructions. This will result in the subscriber having two separate Hunt Groups. The subscriber can then place an order for one of the Hunt Groups to have SB-WLR applied to it by the Operator.	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
Appendix 4	Appendix 4	
Ordering Processes relating to New or Additional Lines for SB-WLR	Ordering Processes relating to New or Additional Lines for SB-WLR	
1. Ordering Processes	1. Ordering Processes	
1.1. Provision of Additional Line	1.1. Provision of Additional Line	
1.1.1. Introduction	1.1.1. Introduction	
In this scenario a SB-WLR subscriber wishes to order (an) Additional Line(s).	In this scenario a SB-WLR subscriber wishes to order (an) Additional Line(s).	
1.1.2. Standard Process	1.1.2. Standard Process	
In this case Maltacom will need to make an appointment with the SB-WLR subscriber to visit his premises in order to complete the installation and testing of the Additional Line(s). Where such an appointment is so fixed with Maltacom, and Maltacom is unable to carry out the work at, or gain access to, the subscriber's premises or if the said appointment is otherwise cancelled, then unless this is	In this case Maltacom will need to make an appointment with the SB-WLR subscriber to visit his premises in order to complete the installation and testing of the Additional Line(s). <del>Where such an appointment is so fixed with Maltacom, and Maltacom is unable to carry out the work at, or gain access to, the subscriber's premises or if the said appointment is otherwise cancelled, then unless this is</del>	55. Because Maltacom does not charge its retail customers for failing to meet appointments in cases of installation of additional lines, it is being proposed that such charges should not be levied upon the Operator.



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>otherwise cancelled, then, unless this is due to an error on Maltacom's part, Maltacom will charge the Operator the relevant charges set out in Appendix 10 of this Document.</p>	<p><del>otherwise cancelled, then, unless this is due to an error on Maltacom's part, Maltacom will charge the Operator the relevant charges set out in Appendix 10 of this Document.</del></p> <p><u>If the customer fails to meet the appointment Maltacom will contact the customer to re-schedule the appointment or alternatively the customer may call Maltacom to re-schedule the appointment following receipt of a 'calling card' from the technician. The Operator will be notified of same.</u></p>	
<p>1.1.3. Process documentation</p>	<p>1.1.3. Process documentation</p>	
<p>The Operator collects directory details from the SB-WLR subscriber and completes an Additional Lines order. This order must contain the Ancillary Services requested on the line/s and any Hunt Group information (if required). If the order is valid, the service will be delivered</p>	<p>The Operator collects directory details from the SB-WLR subscriber and completes an Additional Lines order. This order must contain the Ancillary Services requested on the line/s and any Hunt Group information (if required). If the order is valid, the service will be delivered</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
in accordance with the terms and conditions of Maltacom's Customer Charter.	in accordance with the terms and conditions of Maltacom's Customer Charter.	
Upon completion of the installation, Maltacom will send a completion notification to the Operator.	Upon completion of the installation, Maltacom will send a completion notification to the Operator. <u>Maltacom will complete the activation of the line prior to sending the Completion Notification to the Operator. At this point, the line will be live (dial tone available) and CPS 'All-Calls' in operation.</u>	56. This amendment specifies that the line has to be activated prior to Maltacom sending a completion notification.
1.2. Provision of New Line	1.2. Provision of New Line	
The order process for the provision of a New Line is the same as that for the provision of an Additional Line, with the exception that a different request form is to be completed.	The order process for the provision of a New Line is the same as that for the provision of an Additional Line, with the exception that a different request form is to be completed.	
2. New / Additional Lines of the ISDN BRA type Order Process	2. New / Additional Lines of the ISDN BRA type Order Process	
2.1 Provision of Additional Lines (ISDN BRA)	2.1 Provision of Additional Lines (ISDN BRA)	

<b>WLR Proposal by Maltacom</b>	<b>Proposed Amendments by MCA</b>	<b>Comments</b>
BRA)	BRA)	
2.1.1. Introduction	2.1.1. Introduction	
This scenario is where a subscriber is an existing SB-WLR subscriber and wishes to have an Additional Line (ISDN BRA) provided at his premises.	This scenario is where a subscriber is an existing SB-WLR subscriber and wishes to have an Additional Line (ISDN BRA) provided at his premises.	
2.1.2. Process	2.1.2. Process	
The Operator completes an order for Additional Lines (ISDN BRA). Maltacom ensures that all necessary data has been collected by the Operator from the SB-WLR subscriber. The order is sent via email to Maltacom. Maltacom will send a completion notification to the Operator via email.	The Operator completes an order for Additional Lines (ISDN BRA). Maltacom ensures that all necessary data has been collected by the Operator from the SB-WLR subscriber. The order is sent via email to Maltacom. Maltacom will send a completion notification to the Operator via email.	
2.2. Provision of New Line (ISDN BRA)	2.2. Provision of New Line (ISDN BRA)	
2.2.1. Introduction	2.2.1. Introduction	
This scenario is where a subscriber is already a SB-WLR subscriber and wishes	This scenario is where a subscriber is already a SB-WLR subscriber and wishes	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
to have a New Line provided at his premises.	to have a New Line <u>(ISDN BRA)</u> provided at his premises.	
2.2.2 Process	2.2.2 Process	
This process is the same as that for the provision of an Additional Line (Section 1.1 of this Appendix), with the exception that a different request form is to be completed.	This process is the same as that for the provision of an Additional Line Section 1.1 of this Appendix), with the exception that a different request form is to be completed.	
3. Change of Installation Address	3. Change of Installation Address	
3.1. Introduction	3.1. Introduction	
This section describes the processes for the transfer of an existing account and the associated lines and Ancillary Services to new premises.	This section describes the processes for the transfer of an existing account and the associated lines and Ancillary Services to new premises.	
Where the transfer requires a move to be made inside the exchange area, the existing telephone number of the SB-WLR subscriber may be maintained by such subscriber. However where the transfer requires a move to be made outside the	Where the transfer requires a move to be made inside the exchange area, the existing telephone number of the SB-WLR subscriber <del>may</del> <u>shall</u> be maintained by such subscriber <u>if Maltacom, in similar circumstances, would have allowed its</u>	57. As stated above (see Comment 25) if Maltacom's retail subscriber would have been able to retain his telephone number in similar circumstances, this facility should also be made available to the

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
exchange area, a new telephone number will have to be created and allocated to the SB-WLR subscriber.	<del>retail subscriber to retain the number. . However where the transfer requires a move to be made outside the exchange area, a new telephone number will may have to be created and allocated to the SB-WLR subscriber.</del>	subscriber of the Operator.
Where a SB-WLR subscriber has a DSL service on his line, then this service must be transferred concurrently with the transfer of the existing account that takes place in accordance with this clause.	Where a SB-WLR subscriber has a DSL service on his line, then this service must be transferred concurrently with the transfer of the existing account that takes place in accordance with this clause.	
3.2. Ordering Process	3.2. Ordering Process	
Lines will be provided at the new address and ceased at the old address. No special processes are required for this scenario. The provision of new lines will follow the processes described in Section 1.1.2.. Cessation of lines at the current premises will follow the processes described in Section 10 of Appendix 3 above.	Lines will be provided at the new address and ceased at the old address. No special processes are required for this scenario. The provision of new lines will follow the processes described in Section 1.1.2.. Cessation of lines at the current premises will follow the processes described in Section 10 of Appendix 3 above.	
The Operator shall be responsible for co-ordinating the orders for	The Operator shall be responsible for co-ordinating the orders for	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>provision/cessation since Maltacom will not make any linkage between the orders. The Operator shall complete an order for change in installation address and submit the same, as completed, to Maltacom via email. Following completion of the installation, Maltacom will send a completion notification to the Operator via email.</p>	<p>provision/cessation since Maltacom will not make any linkage between the orders. The Operator shall complete an order for change in installation address and submit the same, as completed, to Maltacom via email. Following completion of the installation, Maltacom will send a completion notification to the Operator via email.</p>	
<p>Appendix 5</p>	<p>Appendix 5</p>	
<p>SB-WLR Service Level Agreement</p>	<p>SB-WLR Service Level Agreement</p>	
<p>The Service Level Agreement published in the Maltacom Customer Charter shall apply to regulate service levels for SB-WLR.</p>	<p>The Service Level Agreement published in the Maltacom Customer Charter shall apply to regulate service levels for SB-WLR.</p>	
<p>Appendix 6</p>	<p>Appendix 6</p>	
<p>Subscriber Authorisation Form and Service Request</p>	<p>Subscriber Authorisation Form and Service Request</p>	
<p>Forms</p>	<p>Forms</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
[contents of these documents to be drafted jointly with the Operator]	<del>[contents of these documents to be drafted jointly with the Operator]</del>	
<p style="text-align: center;"><b><u>Customer Authorisation Form</u></b> <i>[Operator Brand Name – Optional]</i></p> <p style="text-align: center;"><b><u>Single Billing Telephone Service</u></b></p> <p><b><u>Customer Name / Company Name Address</u></b></p> <p><b><u>Maltacom Account number(s)</u></b></p> <p><input type="checkbox"/> <u>Transfer all lines and associated ancillary services in the above account(s)</u></p> <p><b><u>OR</u></b> (please tick one box)</p> <p><input type="checkbox"/> <u>Transfer only those lines and/or associated ancillary services listed on the attached form</u></p> <p><u>I authorise Maltacom to transfer the designated telephone lines and their associated ancillary services to my chosen operator [or 'name of operator']</u>. I understand that Maltacom will activate a facility so that all calls on these lines will be handled by my chosen operator [or 'name of operator'] and this will override any alternative service provision options already in place. I am authorised to</p>		

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p><u>act on behalf of the household or company in this matter.</u></p> <p><u>To ensure the efficient provision of facilities such as directory enquiries and telephone line fault handling, Maltacom may retain the customer name, address and telephone service details. This data is also passed to the new operator [or name of operator]. I consent to the retention and sharing of such data in order for service to be provided to me.</u></p> <p><u>NAME (Please print)</u></p> <p><u>Signature</u></p> <p><u>Date</u></p>		
Appendix 7	Appendix 7	
Subscriber Contract	Subscriber Contract	
[contents of this document to be drafted jointly with the Operator]	<del>[contents of this document to be drafted jointly with the Operator]</del>	58. See comment 8
	<u>In order to offer the Single Billing service to a subscriber, the operator must enter</u>	



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>into a written contract with that subscriber. Without prejudice to any other requirements at law, contracts must <i>inter alia</i> :</u></p> <p><u>(a) be written in clear and understandable language;</u></p> <p><u>(b) allow for a five (5) day cooling off period from the signing of the Subscriber Authorisation Form during which time subscribers who have consented to switch could decide to reverse this decision at no cost except for the relevant charges for services used;</u></p> <p><u>(c) set out clearly how the subscriber can terminate the contract;</u></p> <p><u>(d) set out clearly for the subscriber any minimum period during which the contract will remain in force and explicitly state the penalties for breach of the minimum contract period;</u></p> <p><u>(e) set out clearly any upfront charge to</u></p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>the subscriber;</u></p> <p><u>(f) set out clearly tariffs, payment options and billing frequency;</u></p> <p><u>(g) set out clearly how the subscriber will be informed of variations to the contract, including any tariff changes and the notice period they will be given before these come into effect;</u></p> <p><u>(h) be fair and reasonable;</u></p> <p><u>(i) describe the service to be provided;</u></p> <p><u>(j) include an option for the subscriber to reject unsolicited communications and confirm that usage of all subscriber data shall comply with the data protection legislation;</u></p> <p><u>(k) include a customer service contact number;</u></p> <p><u>(l) set out what compensation or refund arrangements are in place if service level</u></p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<p><u>commitments are not provided;</u></p> <p><u>(m) explain how disputes can be resolved;</u></p> <p><u>(n) set out clearly the rights which the operator has to suspend and/or terminate their contract with the subscriber (e.g. for persistent non-payment) and the circumstances in which calls will revert to Maltacom; and</u></p> <p><u>(o) include the Subscriber Authorisation Form, as set out in Appendix 6 of this document, which shall be signed by the subscriber who shall be given a copy or a facility to retain a copy.</u></p>	
Appendix 8	Appendix 8	
Credit Management Processes for SB-WLR	Credit Management Processes for SB-WLR	
1 Introduction	1 Introduction	
Where the Operator wishes to carry out credit control by temporarily suspending a	Where the Operator wishes to carry out credit control by temporarily suspending a	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>credit control by temporarily suspending a SB-WLR subscriber's service it will issue a request to Maltacom to this effect and request temporary disconnection of the said subscriber's service. Such service to the subscriber would as a result be temporarily suspended but would continue to give rise to rental charges until the line is permanently disconnected. Upon request by the Operator, Maltacom will end the suspension and resume normal service to the SB-WLR subscriber.</p>	<p>credit control by temporarily suspending a SB-WLR subscriber's service it will issue a request to Maltacom to this effect and request temporary disconnection of the said subscriber's service. Such service to the subscriber would as a result be temporarily suspended but would continue to give rise to rental charges until the line is permanently disconnected. Upon request by the Operator, Maltacom will end the suspension and resume normal service to the SB-WLR subscriber.</p>	
<p>2 Process for applying for / removing Temporary Off Service (TOS)</p>	<p>2 Process for applying for / removing Temporary Off Service (TOS)</p>	
<p>Once TOS is applied the SB-WLR subscriber shall be unable to receive incoming calls or make outgoing calls and shall further be unable to change his CPSO.</p>	<p>Once TOS is applied the SB-WLR subscriber shall be unable to receive incoming calls or make outgoing calls <u>apart from emergency calls</u> and shall further be unable to change his CPSO.</p>	<p>59. It is important, for the protection of the subscriber, that despite the 'temporary off service', a subscriber will be able to make emergency calls.</p>
<p>To apply TOS, the Operator places a TOS order via email, on the appropriate form, requesting Maltacom to apply TOS on a the Operator account. Maltacom shall</p>	<p>To apply TOS, the Operator places a TOS order via email, on the appropriate form, requesting Maltacom to apply TOS on the account. Maltacom shall either reject the</p>	<p>60. Two working days should be sufficient for completing the service.</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>either reject the request for TOS or shall apply TOS to the particular SB-WLR account within five working days of receiving the said request for TOS. Maltacom shall return a rejection/completion notification to the Operator via email. Whilst TOS status remains on the SB-WLR account Maltacom shall continue to bill the Operator for line rental.</p>	<p>request for TOS or shall apply TOS to the particular SB-WLR account within <del>five</del><u>two</u> working days of receiving the said request for TOS. Maltacom shall return a rejection/completion notification to the Operator via email. Whilst TOS status remains on the SB-WLR account Maltacom shall continue to bill the Operator for line rental.</p>	
<p>If the Operator requests removal of TOS, Maltacom shall charge the Operator a reconnection fee. If the Operator requests that the SB-WLR account be ceased, the line reverts to Maltacom and a new connection fee must be paid to Maltacom by the Operator in order that the Operator may avail itself of future service on such line.</p>	<p>If the Operator requests removal of TOS, Maltacom shall charge the Operator a reconnection fee. If the Operator requests that the SB-WLR account be ceased, the line reverts to Maltacom and a new connection fee must be paid to Maltacom by the Operator in order that the Operator may avail itself of future service on such line.</p>	
<p>To remove TOS the Operator shall submit a TOS Removal order, on the appropriate form, to Maltacom via email. Maltacom will reject or complete the order within five working days from its receipt of the said</p>	<p>To remove TOS the Operator shall submit a TOS Removal order, on the appropriate form, to Maltacom via email. Maltacom will reject or complete the order within <del>five</del><u>two</u> working days from its receipt of the</p>	<p>61. See comment 60</p>

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
order form. If the order is not rejected, Maltacom removes TOS from the account and sends a completion notification to the Operator.	said order form. If the order is not rejected, Maltacom removes TOS from the account and sends a completion notification to the Operator.	
Appendix 9	Appendix 9	
Fault Handling Process for SB-WLR	Fault Handling Process for SB-WLR	
1 Introduction	1 Introduction	
This Appendix describes the post provisioning process for dealing with fault reporting, and handling for SB-WLR services. The outlined process refers to the methods and procedures by which the Operator can report a fault to the Maltacom.	This Appendix describes the post provisioning process for dealing with fault reporting, and handling for SB-WLR services. The outlined process refers to the methods and procedures by which the Operator can report a fault to the Maltacom.	
All faults will be reported and tracked via the 133 Maltacom fault reporting system which is available on a 24 x 7 basis.	All faults will be reported and tracked via the 133 Maltacom fault reporting system which is available on a 24 x 7 basis.	
2 Overall Process for SB-WLR Faults	2 Overall Process for SB-WLR Faults	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>The SB-WLR subscriber reports the fault to the Operator. The Operator collects from the said subscriber all necessary details about the fault in order to enable it to diagnose whether or not the fault lies within the Maltacom Network.</p>	<p>The SB-WLR subscriber reports the fault to the Operator. The Operator collects from the said subscriber all necessary details about the fault in order to enable it to diagnose whether or not the fault lies within the Maltacom Network.</p>	
<p>Once the Operator ensures that the fault lies within the Maltacom Network, it logs the fault against the SB-WLR subscriber's telephone number on the 133 Maltacom fault reporting system. It is the Operator's responsibility to advise the SB-WLR subscriber that the fault has now been passed to Maltacom for investigation but that the said subscriber will continue to obtain updates from the Operator in regard to the fault and should under no circumstances contact Maltacom directly.</p>	<p>Once the Operator ensures that the fault lies within the Maltacom Network, it logs the fault against the SB-WLR subscriber's telephone number on the 133 Maltacom fault reporting system. It is the Operator's responsibility to advise the SB-WLR subscriber that the fault has now been passed to Maltacom for investigation but that the said subscriber will continue to obtain updates from the Operator in regard to the fault and should <del>under no circumstances</del><u>not</u> contact Maltacom directly.</p>	
	<p><u>In the event that a subscriber does contact Maltacom via the 133 Maltacom fault reporting system, the system shall, by way of a pre-recorded message, inform the subscriber that he is to contact the</u></p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
	<u>Operator.</u>	
Maltacom then investigates the fault. The Operator may obtain updates on the fault upon request by calling the 133 Maltacom fault reporting system.	Maltacom then investigates the fault. The Operator may obtain updates on the fault upon request by calling the 133 Maltacom fault reporting system.	
Once Maltacom has cleared the fault, the 133 Maltacom fault reporting system will be updated.	Once Maltacom has cleared the fault, the 133 Maltacom fault reporting system will be updated.	
3 Faults/Issues resulting from SB-WLR and CPS Activation	3 Faults/Issues resulting from SB-WLR and CPS Activation	
3.1 Introduction	3.1 Introduction	
Activation issues will be submitted to Maltacom's Service Support Centre. The issues include that will be handled by the Maltacom Service Support related to cases where CPS may not be applied to the line or wrong CPS category applied to the line and incorrect activation of Wholesale Ancillary Services.	Activation issues will be submitted to Maltacom's Service Support Centre. The issues include that will be handled by the Maltacom Service Support related to cases where CPS may not be applied to the line or wrong CPS category applied to the line and incorrect activation of Wholesale Ancillary Services.	



WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
3.2 Process	3.2 Process	
<p>The Operator may identify activation faults resulting from the incorrect activation of CPS on a subscriber's telephone line. These activation faults should be received directly from the subscriber by the Operator and subsequently be reported to Maltacom's Service Support Centre.</p>	<p>The Operator may identify activation faults resulting from the incorrect activation of CPS on a subscriber's telephone line. These activation faults should be received directly from the subscriber by the Operator and subsequently be reported to Maltacom's Service Support Centre.</p>	
4 CPE Faults	4 CPE Faults	
<p>The SB-WLR subscriber contacts the Operator in the case of a CPE fault. The Operator carries out a diagnostic test to determine whether or not the fault is CPE-related. If the Operator has identified that the fault is CPE-related and the CPE is rented from Maltacom through the Operator, a fault report is logged on to the 133 Maltacom Fault Reporting System. Maltacom will send a field technician to rectify the fault.</p>	<p>The SB-WLR subscriber contacts the Operator in the case of a CPE fault. The Operator carries out a diagnostic test to determine whether or not the fault is CPE-related. If the Operator has identified that the fault is CPE-related and the CPE is rented from Maltacom through the Operator, a fault report is logged on to the 133 Maltacom Fault Reporting System. Maltacom will send a field technician to rectify the fault.</p>	
<p>If the CPE is not rented from Maltacom, the Operator is to advise the SB-WLR</p>	<p>If the CPE is not rented from Maltacom, the Operator is to advise the SB-WLR</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
the Operator is to advise the SB-WLR subscriber that since the CPE is not rented from Maltacom the equipment fault will not be cleared.	the Operator is to advise the SB-WLR subscriber that since the CPE is not rented from Maltacom the equipment fault will not be cleared.	
5 Internal Wiring Management	5 Internal Wiring Management	
5.1 Introduction	5.1 Introduction	
Maltacom is responsible for the access network up to and including the Network Termination Point (NTP) or Network Termination Unit (NTU) as applicable. Maltacom is not responsible for any internal wiring beyond the NTP or NTU unless this is rented from Maltacom. The Operator must not report faults to Maltacom that are related to internal wiring or to CPE unless the latter are rented from Maltacom. Consequently the Operator must first undertake internal wiring and CPE ownership checks before reporting the fault to Maltacom.	Maltacom is responsible for the access network up to and including the Network Termination Point (NTP) or Network Termination Unit (NTU) as applicable. Maltacom is not responsible for any internal wiring beyond the NTP or NTU unless this is rented from Maltacom. The Operator must not report faults to Maltacom that are related to internal wiring or to CPE unless the latter are rented from Maltacom. Consequently the Operator must first undertake internal wiring and CPE ownership checks before reporting the fault to Maltacom.	
5.2 Site Visits and Charges	5.2 Site Visits and Charges	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>A Maltacom technician may visit a site to investigate a fault following inconclusive results on diagnostics carried out on CPE, internal wiring by the Operator. Maltacom may levy a charge to the Operator for clearance of faults reports resulting in faults in the internal wiring and /or CPE if these are not rented from Maltacom. The relevant charge is set out in Appendix 10 of this Document.</p>	<p>A Maltacom technician may visit a site to investigate a fault following inconclusive results on diagnostics carried out on CPE, internal wiring by the Operator. Maltacom may levy a charge to the Operator for clearance of faults reports resulting in faults in the internal wiring and /or CPE if these are not rented from Maltacom. The relevant charge is set out in Appendix 10<del>1</del> of this Document.</p> <p><u>Provided that charges shall only be levied by Maltacom where the subscriber has signed a form indicating that repairs have been completed and the fault has been cleared. The Operator may request a copy of said form signed by the subscriber.</u></p>	<p>62. The proposed amendments are aimed at ensuring that requests for payment are only made where the fault has actually been cleared.</p>
<p>5.3 Faults on Ancillary Services</p>	<p>5.3 Faults on Ancillary Services</p>	
<p>If the fault reported is with regards to an Ancillary Service, the Operator should make every effort to resolve the fault with the SB-WLR subscriber. Only where system intervention is required by Maltacom should the Operator report an</p>	<p>If the fault reported is with regards to an Ancillary Service, the Operator should make every effort to resolve the fault with the SB-WLR subscriber. Only where system intervention is required by Maltacom should the Operator report an</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
Ancillary Service fault to Maltacom via the Maltacom Service Support Centre in accordance with mutually agreed standard procedures.	Ancillary Service fault to Maltacom via the Maltacom Service Support Centre in accordance with mutually agreed standard procedures.	
	<u>6. Recurring Faults</u>	
	<u>A recurring fault is defined as two or more related faults with similar "symptoms" on the same line that have been reported within a twenty eight (28) day period. Maltacom's fault reporting system shall allow such faults to be flagged as recurring faults and escalated and given due priority. Due priority shall be based on the recurrence of the fault within the said twenty eight (28) day period Therefore, more priority will be given to a fault where three related faults have been reported within the period rather than where two related faults have been reported.</u>	63. This clause will ensure that recurring faults are given due priority.
Appendix 10	Appendix 10	
Anti-Slamming Letter	Anti-Slamming Letter	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p><b>OPERATOR LETTERHEAD</b></p> <p>Date</p> <p>Dear [Customer Name],</p> <p>Ref: CHANGE OF TELEPHONE SERVICE PROVIDER</p> <p>We have received notification that you have moved your calls, call management services and line rental to another service provider.</p> <p>Please note that as and from [date of porting] you will be billed by your new service provider for your calls, call management services and line rental.</p> <p>No further action needs to be taken by you.</p> <p>However if you have not consented to the transfer of your calls, call management services and line rental and were unaware that your service had been transferred to</p>	<p><b>OPERATOR LETTERHEAD</b></p> <p>Date</p> <p>Dear [Customer Name],</p> <p>Ref: CHANGE OF TELEPHONE SERVICE PROVIDER</p> <p>We have received notification that you have moved your calls, call management services and line rental to another service provider.</p> <p>Please note that as and from [date of porting] you will be billed by your new service provider for your calls, call management services and line rental.</p> <p>No further action needs to be taken by you.</p> <p>However if you have not consented to the transfer of your calls, call management services and line rental and were unaware that your service had been transferred to</p>	

WLR Proposal by Maltacom	Proposed Amendments by MCA	Comments
<p>another service provider, you can contact us on 21XX XXXX and we will rectify the position.</p> <p>Yours .....</p> <p>*</p> <p>Rules agreed by the industry require us to write to you to confirm that your calls, call management services and line rental have been moved to a new service provider.</p> <p>This is a standard notification sent to all customers who move their calls, call management services and line rental and requires no action by you unless you did not agree to being transferred.</p>	<p>another service provider, you can contact us on 21XX XXXX and we will rectify the position.</p> <p>Yours .....</p> <p>*</p> <p>Rules agreed by the industry require us to write to you to confirm that your calls, call management services and line rental have been moved to a new service provider.</p> <p>This is a standard notification sent to all customers who move their calls, call management services and line rental and requires no action by you unless you did not agree to being transferred.</p>	

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## 5 Charges for Wholesale Line Rental

Maltacom's proposed WLR solution, attached to its response to the November consultation, included a price list for charges to operators relating to services provided under the WLR offer. The price list proposed by Maltacom is being reproduced in Table 1 below. The price list would be attached as Appendix 11 to the WLR Offer detailed in Section 4 above.

Concurrently with the publication of this consultation and proposed decision, the MCA is carrying out an exercise to analyse these charges. The MCA is investigating in particular:

- 1) The one-off charges proposed by Maltacom for the activation of service on a per-operator and per-line basis;
- 2) The monthly rent to be charged on a wholesale basis to the operator;
- 3) The charging basis for ancillary services and all other facilities, where Maltacom is proposing to charge the company's retail charge as published from time to time.

The MCA is reviewing the costing information provided by Maltacom with respect to items 1 and 2 above and reserves the right to amend the proposed rates in accordance with its powers at law depending on the findings of the analysis under way. In respect of item 3 above, the MCA is also evaluating the way that Maltacom may charge for all other facilities, in particular whether a reasonable retail margin may be justified for wholesale rates.

### **Proposed Decision (2) and further issues for consultation:**

**The MCA proposes to amend the proposed rates in accordance with its powers at law depending on the findings of the analysis currently under way.**

**The MCA invites comments as to the wholesale pricelist proposed by Maltacom and the MCA's proposed way forward to review these charges.**

**The MCA proposes that any charges for ancillary services and other facilities should be specifically stated in the price list to the WLR offer.**

**The MCA also invites comments as to whether, and the manner according to which, prices for ancillary services and other facilities should be related to Maltacom's retail charges.**

Table 1: Wholesale price list proposed by Maltacom

<b>Appendix 11 – Pricing</b>	
<b>Service</b>	<b>Proposed Price Lm (€ <sup>7</sup>) Exclusive of VAT</b>
One-time service activation fee to be charged by Maltacom to the Operator on the signing of this Service Schedule for SB-WLR provisioning and testing	Lm500.00 (€1,164.69)
SB-WLR activation per subscriber	Lm5.00 (€11.65)
Fault clearance site visit charge when fault is not attributable to the Maltacom Network including faults on CPE and internal wiring not rented from Maltacom.	As published by Maltacom from time to time.
In case of new or additional line (PSTN or ISDN) or change of installation address, provisioning Maltacom is unable to carry out the work at, or gain access to, the subscriber's premises or if the said appointment is otherwise cancelled	As published by Maltacom from time to time.
TOS reconnection	Maltacom's retail charge as published from time to time.
Ancillary Services	Maltacom's unbundled retail charge as published from time to time.
Service Provision	Maltacom's retail charge as published from time to time.

<sup>7</sup> Values displayed in euro are based on the rate of €1=Lm0.429300 and are for information purposes only.



Internal Extension Provision	Maltacom's retail charge as published from time to time.
Business PSTN Connection fee	Maltacom's retail charge as published from time to time.
Residential PSTN Connection fee	Maltacom's retail charge as published from time to time.
Monthly PSTN Business Rate rent	Lm5.38 (€12.53)
Monthly PSTN Residential Rate rent	Lm1.89 (€4.40)
Change of installation address (Business and Residential)	Maltacom's retail charge as published from time to time.
Business ISDN BRA Connection fee	Maltacom's retail charge as published from time to time.
Monthly ISDN BRA Business Rate rent	Lm12.99 (€30.26)
Residential ISDN BRA Connection fee	Maltacom's retail charge as published from time to time
Monthly ISDN BRA Residential Rate rent	Lm5.08 (€11.83)
ISDN PRA Connection fee	Maltacom's retail charge as published from time to time.
Monthly ISDN PRA rent	Lm109.17 (€254.30)
Hunting System; Setting of a new hunting group or modification of an existing one involving the Header Number or Modification of an existing hunting group not involving the Header Number	Maltacom's retail charge as published from time to time.
12 KHz Metering; Connection and annual Rental Fee	Maltacom's retail charge as published from time to time.

Malicious call tracing up to one month where practicable	Maltacom's retail charge as published from time to time.
Change of telephone number at subscriber's request	Maltacom's retail charge as published from time to time
Barring of Exchange Line, when effected from Maltacom's switch	Maltacom's retail charge as published from time to time.
Debarring of Exchange Line, when effected from Maltacom's switch	Maltacom's retail charge as published from time to time.
Any modification of Code Controlled Barring and Debarring facility activated by a special code by the subscriber	Maltacom's retail charge as published from time to time.

## 6 Consultation Framework

The MCA invites comments from interested parties regarding this Statement of Decision. The consultation period will run until 12.00pm on Tuesday, 10<sup>th</sup> April 2007.

Comments should be sent to:

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