Broadband Service Provider Migration Code of Practice

Introduction

Broadband service providers and BT have worked together to define an outline process and associated commercial principles for migrating customers between service providers. The process and principles are intended to maximise the convenience for consumers wishing to migrate, and to minimise the risk that the process will be abused, either by service providers or by consumers.

This Code of Practice is intended to embody the commercial principles that have been agreed. The guiding principle behind this Code of Practice is that all service providers involved in the provision of broadband services over BT copper loops will do so in a fair, reasonable and responsible manner and in the best interests of consumers.

Scope

Consumers have no reason to be aware what wholesale product underlies their retail service. The CoP is therefore intended to apply to migrations of all retail DSL services provided over BT copper loops, whether based on BT wholesale DSL services or those of a local loop unbundling operator (LLUO). This includes same product migrations (eg IPStream to IPStream or DataStream to DataStream) and different product migrations (eg IPStream to DataStream or IPStream to LLUO). Technical issues that may arise in the case of different product migrations are outside the scope of the commercial principles and of this CoP.

The SP to SP migration process to which this CoP refers will be incorporated into a new IPStream-only SP to SP migration process, to replace the existing one. It will also be incorporated into the IPStream to DataStream, DataStream to IPStream, DataStream to DataStream and IPStream/DataStream to LLUO migration processes in line with the timescales of the BT roadmap.

Signatories will be expected to comply with this CoP from the date at which the relevant processes and systems have been made available by BT Wholesale.

Application and enforcement

The CoP will operate as follows:

- SPs will sign up to the CoP on a voluntary basis, by letter to Ofcom.

- SPs may withdraw from the CoP at any time by giving notice in writing to Ofcom and to other signatories.

- SPs will publicise to consumers the existence of the Code.

- Ofcom will publicise to consumers the existence of the CoP and the list of SPs that have signed up to it.

If an SP who has signed up to the CoP fails to comply with the terms or service levels of the CoP, the SP's customers or other SPs may escalate complaints to Ofcom. Ofcom may consider any such complaints and take appropriate steps, where it is necessary to do so.

BT Wholesale will not be expected to deal with complaints or take enforcement action for non-compliance.

The existence of this CoP will not remove the need for broadband service providers to abide by other relevant legislation, including the Competition Act 1998, the Communications Act 2003 and general consumer protection legislation.

Changes to the CoP

The CoP will be published on Ofcom's website. Any signatory or Ofcom may propose a change to the CoP. If none of the signatories objects to the change within 28 days, the change will be deemed to have been accepted. If any signatory objects, the change may be made only by the majority decision of a specially convened working group open to all existing signatories. BT Wholesale should also be consulted on any changes in case there are systems or contractual implications.

The Code of Practice

Broadband service providers agree, in addition to their general obligations as communications service providers, to act in accordance with the following Code of Practice when migrating customers to or from their service:

Definition of Terms

GSP	Gaining Service Provider*
LSP	Losing Service Provider*
BTW	BT Wholesale
MAC	Migration Authorisation Code
Customer	The user of the broadband connection
Account holder	The person or entity with contractual responsibility for the broadband service
Migration	Transfer of a broadband customer between SPs, where both SPs provide service over the same BT copper loop
Working day	0900 - 1700 hours, Monday – Friday (exc local Bank Holidays)

Where there is a chain of resellers such that the SP contracting with BT for the wholesale service is different from the SP contracting with the customer for the retail service, the terms LSP and GSP refer to whichever party(s) in the chain is responsible or to the parties collectively as appropriate.

Migration authorisation

1. The migration process cannot be initiated without prior authorisation by the losing service provider (LSP). Authorisation shall always be obtained by an account holder request to

the LSP. The LSP is entitled to validate the status of the customer before authorising the migration of any broadband service.

2. The issuing of a Migration Authorisation Code (MAC) by the LSP is their agreement that the customer is entitled to request and have their broadband service(s) migrated to another SP. The MAC uniquely identifies to BTW the LSP and the broadband service that has been authorised for migrating.

3. The only reasons why a LSP **may refuse** to issue a MAC are that:
    a) The customer has failed standard checks to validate that he is the account holder
    b) The broadband service contract has been terminated
    c) The LSP has already submitted a cease request to BTW for the broadband service
    d) The account holder is deceased

4. For avoidance of doubt, the LSP **may not refuse** to issue a MAC if:
    a) The account holder has not paid any charges due before the migration date (whether service charges, disconnection charges, charges for remaining minimum term contract period or any migration charge); such charges should be included in a final broadband service bill, which will be settled according to the terms of the contract.
    b) The account holder is in bad debt but is still receiving the broadband service at the time the request is received.
    c) The account holder is within a minimum term contract on the broadband service that is needed to recover a subsidy on the broadband service equipment or setup costs;
    d) The broadband service that is to be migrated has already been suspended for reasons of bad debt at the time the request is received.

5. The LSP must specify how customers can contact it to request a MAC (to include phone, email and letter as a minimum). If the customer contacts the LSP in an approved way, the LSP must respond in writing (letter or email) with the MAC, or reason for its non-issue, within 5 working days of receipt of the customer's request. If a MAC is issued, its validity period will start on the date of despatch of the written migration authorisation. Except that, if the customer contacts the LSP by phone, the MAC may be issued immediately, in which case the validity period starts at the time it is issued, and the LSP is not obliged to provide additional written confirmation. The LSP must remind the customer of the MAC if requested by the customer.

6. The written response (email or letter) to the migration authorisation request must clearly indicate the MAC (or MACs), the MAC validity period, and the broadband service(s) to which the MAC applies. In the event that a MAC is refused for any broadband services, these must clearly be distinguished, together with the reason(s) for the refusal of each broadband service.

7. SPs must specify how customers can appeal against a decision not to issue a MAC. This could be through the SP's normal complaint handling process.

Migration process

8. A MAC is valid from the date that it is issued (either verbally or in writing, whichever is first) for a period of 30 calendar days, including bank holidays. The MAC validity period extends up to 17.00 on the 30th calendar day from issue.

9. When the customer applies to a GSP to migrate their broadband service(s) they must supply the GSP with a valid MAC for each broadband service to be migrated. The default migration date will be taken to be 5 working days after the submission of the migration request by the GSP. The customer may request an alternative migration date that is later than the default date.

10. If a GSP submits a migration request to the BTW system within the validity period, BT will process the request without any further authorisation from the LSP. If a GSP submits a migration request to the BTW system after the MAC has expired, BTW will reject the request.

11. The customer's request to the LSP for an authorisation to migrate does not in itself represent a request to terminate service with the LSP. The LSP should not, therefore, disconnect the broadband service upon request for (or issue of) a MAC.

12. During the MAC validity period, the LSP may continue to apply its normal processes (including suspending availability of the service) to manage bad debt prior to the broadband service being migrated.

13. The customer's request to the LSP for a MAC is taken to revoke any previous notice to terminate service (except where the LSP has already submitted a 'cease' order to BTW, in which case the MAC request will be refused). On issuing a MAC, the LSP must confirm to the customer that any previous termination has been revoked, and shall ensure that any current or pending termination actions are cancelled.

14. At any time prior to the expiry of an existing MAC, the customer may request the LSP to remind him of the MAC and its expiry date. The customer cannot ask the LSP to cancel an existing MAC or to reissue a new MAC while an existing MAC is still valid.

15. The customer has the right to cancel or amend a migration request to the GSP at any time prior to the customer agreed date. However, only upward revisions of the migration date will be permitted.

16. When the LSP is notified that a migration has taken place, the customer's notice period (ie the date at which notice to discontinue service is taken for the purposes of calculating any outstanding subscription charges under the contract) will be taken to have commenced on the issue date of the MAC, or on the date of any prior notice to terminate, whichever is the earlier.

17. If the MAC validity period is passed without the LSP receiving notification of a migration request, the LSP must not terminate the current subscription, unless specifically requested to do so by the customer.

Marketing and external communications

18. SPs will publicise the provisions of this CoP to their customers, including publishing an agreed text on their website.

19. SPs will ensure that all communications with customers regarding difficulties that may arise from time to time in the porting process stress that all parties are working to resolve the difficulties. In particular, the LSP shall not state to customers that the delay is a good reason for maintaining the existing service and cancelling the migration.

20. SPs will not in the course of their marketing or sales activity encourage the customers of another SP to disregard the terms of their existing contract. For the avoidance of doubt, there is no positive obligation to remind customers of their obligations under their existing contract (though SPs may choose to do this); the prohibition is against gaining SPs explicitly encouraging end users *not* to respect their existing contract.

Other

21. SPs and BTW will establish a recovery process so that in the event of erroneous migrations, customers can be restored to their original SP with minimum disruption.

Proforma letter for sign-up

FAO: Ruth Gibson
Ofcom
Riverside House
2a Southwark Bridge Road
London
SE1 9HA

[Date]

Dear Sir/Madam

Broadband Service Provider Migration Code of Practice

I confirm that [insert name of company] agrees to comply with the terms of the Broadband Service Provider Migration Code of Practice, as amended from time to time and published on Ofcom's website.

I understand that we may withdraw from this agreement by giving written notice to Ofcom and to other current signatories.
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Signed ....

Position ....