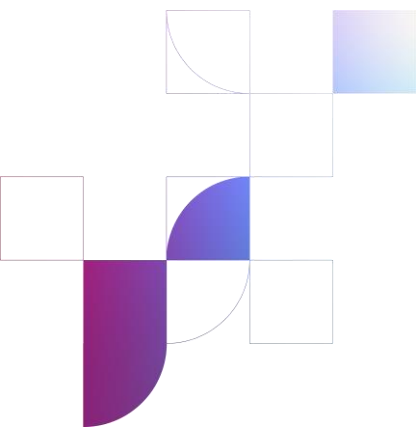


# **BEREC Opinion on the market and technological developments and on their impact on the application of rights of end-users in the EECC (Article 123)**



5 December, 2024

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## Executive Summary

Article 123 of the Directive 2018/1972, which established the European Electronic Communications Code (EECC), introduces a specific review procedure on end-user rights, where BEREC publishes an Opinion on the market and technological developments regarding the different types of electronic communications services (ECS), assessing to what extent Title III of Part III meets the objectives set out in Article 3 of the EECC.

The European Commission, taking utmost account of the BEREC Opinion, is required to publish a Report on the application of Title III of Part III (on end-user rights) and submit a legislative proposal to amend that Title where it considers this to be necessary to ensure that the general objectives set out in Article 3 of the EECC continue to be met.

BEREC adopted its first Opinion in 2021, BoR (21) 177<sup>1</sup>. The periodic review is being taken after 3 years in order to reassess, among other things, the trends and developments that have occurred since 2021, which are having, or might have, an impact on end-user rights.

In preparing this Opinion, BEREC collected extensive evidence through information requests sent to national regulatory authorities (NRAs), along with informal calls for input from interested stakeholders. A workshop was also organised to facilitate discussions, offering a comprehensive perspective on the end-user rights landscape, particularly in relation to various stages of contracts and key issues in the electronic communications sector. Additionally, BEREC considered other relevant sources to assess how end-user issues are addressed within the broader strategic priorities set by BEREC and the European Commission. This Opinion presents BEREC's key conclusions and highlights several critical issues of particular relevance for consideration.

BEREC assessed the recent trends and developments by dividing them into three distinct categories (lists): market developments, technological trends, and legislative changes, which resulted in a comprehensive and structured analysis of the electronic communications sector. This approach ensured a clear and focused examination of each aspect, enabling a better understanding of how different factors interact and comparing the information with stakeholders' views.

Generally, BEREC considers that Title III of Part III of the EECC is future-proofed, ensuring that end-user rights are upheld despite ongoing developments in the electronic communications sector. In most cases, the framework's robust structure allows it to adapt to new challenges and technological changes. However, there are some areas where improvements could be made to enhance its efficiency and end-user experience.

Since the results of NRAs and informal stakeholders surveys do not evidence any significant market distortion or harm to end-users from recent trends and developments, BEREC has not estimated the potential costs of adjustments. BEREC does not intend to propose wording for legislative initiatives. On the other hand, BEREC anticipates some advancements, which might have a positive impact on end-users, hence some areas are emphasised in BEREC's

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<sup>1</sup> <https://www.berec.europa.eu/en/document-categories/berec/opinions/berec-opinion-on-the-market-and-technological-developments-and-on-their-impact-on-the-application-of-rights-of-end-users-in-the-eecc>.



assessment and should be taken into account during future changes in the regulatory framework. In some instances, BEREC's view is that it is sufficient for NRAs to cooperate closely, in order to ensure proper end-user protection. In other cases, BEREC underlines some areas where there is a risk the objectives of Article 3 of the EECC are not met if considered when changing the legislation, need for clarification, preventing disparities or considering that some aspects might be considered to advance end-user protection. For convenience, the proposals for regulatory improvements are also provided in Annex I.

## 1. Introduction and Methodology

Connectivity and electronic communications services ("ECS") are now more relevant than ever to end users. The efficiency of the end-user rights provisions of the European Electronic Communications Code ("EECC")<sup>2</sup> may be affected by changes in the use of different ECS and their ability to ensure effective access to emergency services. The increased prevalence of digital platforms as a substitute for traditional ECS and end-users' increasing use of number-independent interpersonal communications services ("NI-ICS") as a potential substitute for traditional ECS present challenges for regulators.

BEREC's strategic priority is to strengthen end-user empowerment. Article 123 of the EECC introduced a specific revision procedure regarding end-user rights.

In particular, according to Article 123(1) of the EECC, BEREC shall publish by 21 December 2021, and every three years thereafter, or upon a reasoned request from at least two of its members, an opinion on the market and technological developments and the impact on the application of rights of end-users in the EECC (Title III of Part III). Taking utmost account of the BEREC opinion, the European Commission shall publish a report on the application of Title III of Part III ("End-user rights") and shall submit a legislative proposal to amend that Title where it considers this to be necessary to ensure that the objectives set out in Article 3 ("General objectives") continue to be met.

The periodic nature of the opinion enables the evolution of trends and developments to be monitored in the context of a sector where change has the potential to be fast-moving. In the opinion, BEREC is to assess to what extent Title III of Part III meets the objectives set out in Article 3 of the EECC. The opinion shall, in particular, take into account the scope of Title III of Part III as regards the types of ECS covered. As a basis for the opinion, BEREC shall, in particular, analyse:

- (a) to what extent end users of all ECS are able to make free and informed choices, including on the basis of complete contractual information, and are able to switch easily their provider of ECS;
- (b) to what extent any lack of abilities referred to in point (a) has resulted in market distortions or end-user harm;

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<sup>2</sup> Directive (EU) 2018/1972, which established the European Electronic Communications Code (EECC).



(c) to what extent effective access to emergency services is appreciably threatened, in particular, due to an increased use of NI-ICS, by a lack of interoperability or technological developments;

(d) the likely cost of any potential readjustments of obligations in Title III of Part III or impact on innovation for providers of ECS.

BEREC adopted its first Opinion in 2021, BoR (21) 177<sup>3</sup> which provided several conclusions and highlights. Firstly, it was stated that data usage in mobile communications and the increased demand for connectivity and well-functioning, high-capacity internet connections would be the main drivers of market and technological developments. Moreover, it was considered that the provisions around transparency and contractual information of the EECC would positively impact end users and aid the development of the retail market. The contract summary and increasing use of comparison tools were expected to be of particular benefit. In the document, BEREC suggested that national regulatory authorities (“NRAs”) follow closely issues regarding contract duration, eSIM, email forwarding and bundles and how the EECC, once transposed, would be able to address any emerging or application issues that might arise regarding these matters. Regarding access to emergency services, BEREC emphasised that the delegated act required by the EECC had not yet been adopted, which led it to conclude that there was no need at that time to introduce amendments. BEREC highlighted that accessibility legislation, like the Web Accessibility Directive ((EU) 2016/2102) and the European Accessibility Act (Directive (EU) 2019/882) (EAA), would also have an impact on future developments and may also affect the application of the EECC provisions concerning equivalent access and choice for end-users with disabilities in the coming years.

Summarising, BEREC considered the continued monitoring of market and technology trends to be important, and it deemed it appropriate to analyse again the effect of full harmonisation on existing end-user protections the next time BEREC delivered an opinion under Article 123 of the EECC. At this point, most BEREC findings remain relevant as the technological and market dynamics continue to underscore the importance of the issues identified by BEREC. The continued monitoring and analysis of these trends are essential to ensure that regulatory frameworks effectively address emerging challenges and protect end-user rights.

The periodic review is now being taken after 3 years in order to reassess, among other things, the trends and developments that have occurred since 2021, which are having, or might have, an impact on end-user rights.

BEREC took a systematic approach to information gathering in order to have a broad perspective of end-user rights and trends that could have an impact on those rights. The sources of information are provided in the table below.

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<sup>3</sup><https://www.berec.europa.eu/en/document-categories/berec/opinions/berec-opinion-on-the-market-and-technological-developments-and-on-their-impact-on-the-application-of-rights-of-end-users-in-the-eecc>



No.	Sources	Aim/explanation
1.	BEREC documents where trends and developments are being analysed	To provide insights and track developments in the electronic communications market by analysing recent BEREC reports and studies. This activity assisted in understanding market dynamics and identifying key trends that allowed a thorough assessment of Article 123 of the EECC.
2.	Other material that BEREC can draw on (EC evaluation, Statistical data, etc.)	To complement BEREC's analysis with external evaluations and statistical data, offering a broader comprehensive understanding of the market and technological trends and regulatory impacts. This includes EC evaluations and relevant statistical data.
3.	Questionnaire to NRAs	This is a main source of assessment. In March 2024, the extensive questionnaire on end-user rights was circulated to all NRAs represented in BEREC; 29 responses were received in total. The activity aimed to obtain detailed information and views from NRAs, ensuring that the assessment included regulatory insights and practical experiences in different Member States <sup>4</sup> .
4.	Workshop on end-user rights held on April 9, 2024	The workshop served as an important part of PRD to collect diverse perspectives and expert opinions directly from NRAs, end-user associations, and stakeholders, fostering a collaborative environment where industry insights and concerns can be discussed, contributing to a more informed and balanced opinion on Article 123 of the EECC. The workshop was attended by more than 230 participants (collectively on-site and online), and 29 speakers contributed to various topics on end-user rights. The summary report of the Workshop was published in October 2024 <sup>5</sup> .
5.	Results and insights of stakeholders from	In March 2024 <sup>6</sup> , BEREC called the stakeholders to express their views on the market and technological developments and their impact on the application of

<sup>4</sup> In the context of this Opinion, Member States is addressed not only to EU Member States but also to non-EU Member States (third countries, participating in BEREC), who responded to the questionnaire.

<sup>5</sup> BEREC Summary Report on the BEREC Workshop on end-user rights, BoR (24) 140.

<sup>6</sup> <https://www.berec.europa.eu/en/public-consultations/closed-public-consultations-and-calls-for-inputs/early-call-for-input-related-to-the-market-and-technological-developments-and-their-impact-on-the-application-of-rights-of-end-users-in-the-eecc>.



	an informal early call for input	rights of end users in the EECC. There were 13 contributions received in total, which were carefully assessed in combination with other relevant sources.
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The Opinion is structured in a way that enables the assessment of trends and developments in areas covered by Title III of Part III of the EECC, mainly focusing on Article 3 of the EECC which sets the objectives to be met.

To achieve a concise opinion on end-user rights, there are three parts aiming to address (1) the clarity of regulations in the EECC, (2) the actual challenges faced by end users, NRAs or the market, and (3) future considerations, concerns and proposals for improvement of the regulation (or practices).

BEREC provides views in each part, on matters related to particular end-user rights that may require additional focus or readjustment. For convenience, the proposals for regulatory improvements are also provided in Annex I.

## 2. Trends and developments – general observations

Digital transformation is a key paradigm reshaping the electronic communications sector, as emphasised in multiple sources. This transformation influences various aspects of daily life, business operations, and societal interactions<sup>7</sup>. As emphasised by the European Commission, there are still many challenges associated with digital transformation. The digital world should be based on European values – where no one is left behind, everyone enjoys freedom, protection and fairness<sup>8</sup>.

Different aspects of the evolution of digital markets have been addressed by BEREC as well, highlighting how 5G<sup>9,10</sup>, Artificial Intelligence (AI)<sup>11</sup>, cloud computing and network virtualization<sup>12</sup> are revolutionising the sector by improving connectivity, efficiency, and service quality. In recent years, IT and electronic communications have evolved together towards the virtualization of IT resources and network functions that were previously provided by means of IT hardware and physical network equipment<sup>13</sup>. Although these trends have been addressed in BEREC reports, in-depth analysis or specific research of those trends from the end-user rights perspective, haven't been thoroughly assessed yet.

<sup>7</sup> European Commission's manuscript "Shaping Europe's digital future", February 2020, see: [https://commission.europa.eu/strategy-and-policy/priorities-2019-2024/europe-fit-digital-age/shaping-europes-digital-future\\_en](https://commission.europa.eu/strategy-and-policy/priorities-2019-2024/europe-fit-digital-age/shaping-europes-digital-future_en).

<sup>8</sup> Digital Decade policy programme.

<sup>9</sup> BEREC Guide to the BEREC 5G Radar and 5G Radar, BoR (20) 223.

<sup>10</sup> BEREC Guidelines on Very High Capacity Networks, BoR (23)164.

<sup>11</sup> BEREC high-level position on artificial intelligence and virtual worlds, BoR (24) 68.

<sup>12</sup> Study on the trends and cloudification, virtualization, and softvarization in telecommunications, Report prepared for BEREC by Plum Consulting and Stratix, BoR (23) 208.

<sup>13</sup> BEREC Report on Cloud and Edge Computing Services, BoR (24) 136.



## 2.1. Sectoral trends

In order to make an assessment of the trends and developments from the perspective of end users, BEREC carried out several activities.

### Workshop on end-user rights

In April 2024, BEREC held a workshop, where BEREC, stakeholders and end-user associations, as well as the European Commission representatives, discussed how market and technological developments affect the rights of end users and their ability to make free and informed choices. Participants also discussed other rights stemming from the EECC, and whether any lack of these abilities has caused or is causing market distortions or end-user harm. The workshop aimed to facilitate the sharing of insights regarding developments in consumer rights over the past 3 years, as well as provide future projections for the next three years. The discussion delved into the impact of both legal and technological changes on consumer rights, offering a comprehensive understanding of the evolving landscape. The main takeaways from this event are:

- The promotion of end users' interests is central to regulation, with the regulatory pillars of investment, competition, and the single market ultimately justified by ensuring citizens' welfare;
- Traditional service boundaries are becoming increasingly blurred;
- The increase in offers with bundled services challenges regulatory frameworks and impacts users' rights and experience in a digital environment;
- The rise of AI brings both opportunities and challenges for end users;
- Emerging technologies and the phasing out of legacy networks should be carefully addressed as they have an impact on end-user preferences in other elements in electronic communications ecosystems;
- Affordability and connectivity are the primary demands from electronic communications users, the latter serving as the gateway to digital services (platforms);
- Increasing expectations from the end-user perspective requires ensuring of investments; and
- Inconsistencies in the obligations imposed on stakeholders by different legislation risk generating confusion and provide potential legal loopholes for entities subject to those requirements.

### Results from NRAs survey

To obtain information, BEREC requested that NRAs fill out the questionnaire on trends and various aspects of end-user-related requirements, stemming from the EECC, in March-April 2024. The question on trends and developments was divided into three distinct categories (lists): market developments, technological trends, and legislative changes, which resulted in a comprehensive and structured analysis of the electronic communications sector. This approach ensured a clear and focused examination of each aspect, enabling a better





understanding of how different factors interact and comparing information with stakeholders' views.

Based on the views of NRAs, BEREC is of the view that the most significant market developments<sup>14</sup> are:

1. Continued growth and importance of data use in mobile communications;
2. Significant increase in demand for connectivity and high-capacity internet connections;
3. Significant increase in fraudulent traffic and scams;
4. Growth of usage of digital platforms.

The first two developments were also the most significant trends highlighted in the 2021 BEREC Opinion, with the rise of fraudulent activities now emerging as a crucial third factor (it was only eighth in 2021). The first two developments as well correlate with the main reasons for complaints being quality of services (Article 104 of the EECC) related to such aspects as the speed of IAS, faults, contract duration and termination (Article 105 of the EECC) and ECS provider switching and number portability (Article 106 of the EECC)<sup>15</sup>. Furthermore, the availability of a wide range of interpersonal communications services, such as voice communications, SMS, and other messaging services, such as RCS (Rich Communication Services)<sup>16</sup>, remains the main element of communication. However, with this increased choice comes an opportunity for fraudsters and a high risk of end-user harm due to fraudulent activities, making the protection of end-users against fraud more and more complex.

With regard to technological developments<sup>17</sup>, BEREC considers that penetration of 5G, as well as the phasing out of legacy networks (2G/3G and copper), have had and will continue to have an impact on end-user rights. Increased availability of ECS from low earth orbit satellite networks is a significant technological trend to consider within the next 3 years, especially in bridging the digital divide and providing high-speed internet access to a broader population<sup>18</sup> and via communications direct-to-device from satellite constellations. Moreover, the increasing importance of virtualisation and cloudification hasn't reached its peak yet, but this trend might be relevant in the coming years given that the Network-as-a-Service (NaaS) allows network capabilities exposure<sup>19</sup>. Moreover, BEREC recalls insights from the BEREC Report on Satellite connectivity for universal services<sup>20</sup> where it was stated that "*Broadband internet via Satcom solutions can be a promising solution, especially against the background of new systems in the low and medium earth orbit as well as geostationary orbit (new high throughput networks).*" This trend and positive impact on end-user welfare was discussed at BEREC

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<sup>14</sup> Detailed statistics are provided in Annex II.

<sup>15</sup> Detailed statistics are provided in Annex II.

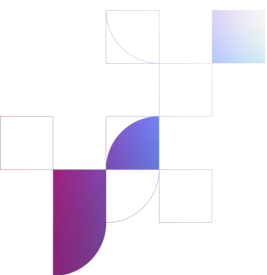
<sup>16</sup> RCS are described in chapter 7.4 of BEREC Report on the entry of large content and application providers into the markets for electronic communications networks and services, BoR (24) 139.

<sup>17</sup> Detailed statistics of NRAs' responses are provided in Annex II.

<sup>18</sup> BEREC have considered various aspects related to satellite networks in recent years, analysing satellite networks as a feasibility for universal service as well as multiple workshops have served as an important source for further exploring benefits to EU citizens to enhance connectivity.

<sup>19</sup> BEREC Report on Cloud and Edge Computing Services, BoR (24) 136.

<sup>20</sup> BEREC Report on Satellite connectivity for universal services, BoR (22) 169.



workshops about the usage of satellite technologies in mobile communications<sup>21</sup> held in 2023 and 2024, acknowledging the changes in the entire ecosystem. The use of AI is certain to have an impact on end-user rights. BEREC is of the view that AI has the potential to enrich the user experience and complement traditional ways of accessing online content and services and affect the overall user experience on the internet<sup>22</sup>.

The regulatory environment plays a crucial role in shaping the sector's landscape. Legislative changes impact every aspect from consumer protection to market developments and investments as well as competition<sup>23</sup>. By addressing regulatory interventions to solve occurring challenges, the legal environment might, and should, promote sustainable growth. Having assessed the NRAs' views on the most significant legislative changes, BEREC considers that adopting Roaming Regulation (EU) 2022/612, which updated and recast the rules for roaming provision, plays a pivotal role in ensuring end-user rights. Furthermore, BEREC is of the view that the DSA which aims to create a safer digital space by regulating online platforms and services, as well as the EAA, which represents a significant step toward removing barriers and promoting equal access across the EU, are the key regulatory tools ensuring that technological progress aligns with consumer protection and inclusion.

#### Informal early call for input from stakeholders

It is unsurprising that similar issues to those pointed out by NRAs were raised by those who contributed to the BEREC informal early call for input. Respondents pointed out that the use of electronic communications is increasing exponentially, with a trend of traditional services and digital platforms becoming more and more complementary in the communications value chain<sup>24</sup>. The growth of usage of digital platforms is rapidly emerging as a significant trend (fourth most significant trend, according to NRAs' responses). While legislative measures have been taken to address this development (Digital Services Act (Regulation (EU) 2022/2065) (DSA), Regulation (EU) 2022/1925 (DMA), etc.), their full impact is yet to be observed.

#### Other sectoral trends

It is worth mentioning, that recent Eurobarometer survey results of July 2024<sup>25</sup> also provide relevant trends from an end-user perspective. The importance of availability and affordability of high-speed Internet connection is expected by eight in ten respondents (80%) to facilitate their daily activities. According to the survey, 84% of respondents find building an efficient and

<sup>21</sup> BEREC virtual workshop (2023): [BEREC Workshop on secure and reliable connectivity from LEO satellite fleets | BEREC](#) and BEREC hybrid workshop (2024) [BEREC external workshop about the usage of satellite technologies in mobile communications | BEREC](#), see also Summary report BoR (24) 151.

<sup>22</sup> BEREC high-level position on Artificial Intelligence and virtual worlds, BoR (24) 68.

<sup>23</sup> Holistic approach to all three pillars was also emphasised by stakeholders, who provided their response to BEREC's informal early call for input.

<sup>24</sup> Complexity of the Internet value chain is also well reflected in the BEREC Report on the Internet Ecosystem, BoR (22) 167.

<sup>25</sup> <https://europa.eu/eurobarometer/surveys/detail/3174>.



secure digital infrastructure (including connectivity and data processing facilities) important. A similar proportion say this with regard to improved cybersecurity, better protection of online data, and safety of digital technologies (79%).

With reference to certain scenarios outlined in the Commission's White Paper, BEREC would like to caution against measures that, in an attempt to enhance competitiveness by promoting a larger operational scale for operators, could ultimately hinder competition and restrict NRAs' ability to intervene effectively to ensure the proper functioning of markets. This could, in turn, lead to diminished end-user choice, reduced quality, and potentially higher prices. As emphasised in its input to the public consultation on the White Paper<sup>26</sup>, BEREC maintains that competitiveness should arise from competition. Only through competition can end-user welfare be safeguarded while effectively promoting digital infrastructure deployment.

BEREC further welcomes the substantial emphasis on environmental sustainability in the White Paper and shares the Commission's ambition to promote the development of sustainable networks and technologies in support of environmental transition goals. It is essential to underscore, however, that environmental sustainability should be considered within the broader context of the objectives already established in the legal framework governing electronic communications. Within the scope of this Opinion, BEREC seeks to emphasise that the perspective of end users should consistently receive significant attention when evaluating new measures.

As outlined in the BEREC Report on ICT Sustainability for End-Users, promoting the development of sustainable digital solutions and devices serves as a lever for empowering end users, as EU citizens are critically concerned about the green transition<sup>27</sup>.

In general, it is crucial to carefully account for the full complexity of the regulatory measures under consideration. The various objectives enshrined in the electronic communications legal framework, including end-user protection, should be balanced or combined with each other being mindful of possible trade-offs with a future objective of sustainability in the EECC. Encouragingly, some measures can simultaneously promote both end-user interests and sustainability considerations<sup>28</sup>.

BEREC acknowledges that while the general trends and developments mentioned above are significant, the rights established in different Articles of Title III of Part III of the EECC may be affected in various ways. Therefore, these rights are analysed separately in the following parts to assess their specific implications.

BEREC also notes that, according to the data, some Member States have only recently completed the transposition of Title III of Part III of the EECC<sup>29</sup>. Additionally, the competencies of NRAs vary across the EU<sup>30</sup>. So, these factors led to varying levels of experience or expertise of NRAs in addressing end-user rights.

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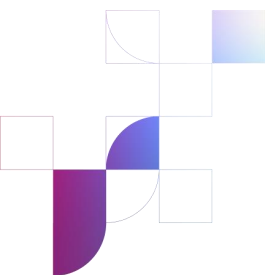
<sup>26</sup> BEREC's input to the EC public consultation on the White Paper "How to master Europe's digital infrastructure needs?", BoR (24) 100.

<sup>27</sup> 88 % of Europeans support the goals of this green transition, while 77% of them feel a personal responsibility to act to limit climate change, according to Eurobarometer "Fairness perceptions of the green transition" (2022).

<sup>28</sup> See BEREC Report on ICT Sustainability for End-Users, BoR (24) 82.

<sup>29</sup> Detailed statistics are provided in Annex II.

<sup>30</sup> Detailed statistics are provided in Annex II.



## 2.2. Other trends

A significant trend impacting the electronic communications regulatory landscape is the blurring of lines between sector-specific and horizontal legislation<sup>31</sup>. Requirements for electronic communications networks and (or) service providers are being set also by broader legislative initiatives, rather than solely through sector-specific electronic communications regulations. For instance, the Network and Information Security Directive (NIS2 Directive) (Directive (EU) 2022/2555), extends the scope of the NIS framework to the electronic communications sector and imposes stringent cybersecurity requirements on providers, highlighting the importance of robust cybersecurity across various sectors. Similarly, the Artificial Intelligence Act (AIA) (Regulation (EU) 2024/1689) sets standards for the use of AI, impacting the electronic communications sector by ensuring transparency and mitigating risks associated with AI deployment.

Additionally, the Critical Infrastructure Resilience (CIR) Directive, soon replaced by the Critical Entities Resilience Directive (CER Directive) (Directive (EU) 2022/2557), emphasises the need for resilient infrastructure, including ECS, which is explicitly listed under the digital infrastructure sector. It is also noted in the draft proposal for the Payment Services Regulation<sup>32</sup>, which introduces rules combating fraudulent activities<sup>33</sup>, that electronic communication providers are required to cooperate with payment service providers. These examples illustrate how broader legislative measures are increasingly shaping the regulatory framework for the electronic communications sector, reflecting a trend towards a more integrated and comprehensive approach to regulation.

BEREC also points out that this trend might result in inconsistencies between various pieces of European legislation related to user and consumer rights. For instance, this might duplicate, or conflict with, transparency obligations on stakeholders, and result in inconsistency in accessibility requirements and/or increased compliance costs. This fragmentation can lead to confusion and potential legal loopholes, allowing stakeholders to circumvent accessibility or other requirements, or resulting in public authorities interpreting the requirements differently. The lack of consistency across these Directives undermines efforts to create an effective regulatory framework, ultimately affecting the welfare and rights of end users. Hence, stemming from a holistic approach, BEREC emphasises that relevant authorities from different fields should be involved in legislative initiatives from the very beginning of the processes to ensure a proper level of collaboration and capacity building during and after the adoption of particular requirements.

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<sup>31</sup> The horizontal consumer protection framework is set in Consumer Rights Directive (2011/83/EU), Unfair Commercial Practices Directive (2005/29/EC), Unfair Contract Terms Directive (93/13/EEC), which were recently assessed in Commission Staff Document Fitness Check SWD (2024) 230.

<sup>32</sup> Draft proposal text here: [https://www.europarl.europa.eu/doceo/document/TA-9-2024-0298\\_EN.html#title2](https://www.europarl.europa.eu/doceo/document/TA-9-2024-0298_EN.html#title2), see Article 59.

<sup>33</sup> As mentioned in Part 2.1, the increased fraudulent traffic and scams is one of major trends observed by NRAs.



### 3. Impact of trends and developments on the end-user rights

Generally, BEREC considers that Title III of Part III of the EECC is future-proofed, ensuring that end-user rights are upheld despite ongoing developments in the electronic communications sector. In most cases, the framework's robust structure allows it to adapt to new challenges and technological changes. However, there are some areas where improvements could be made to enhance its efficiency and end-user experience.

Since the results of NRAs and informal stakeholders surveys do not evidence any significant market distortion or harm to end-users from recent trends and developments, BEREC has not estimated the potential costs of adjustments. On the other hand, BEREC anticipates some advancements, which might have a positive impact on end-users, hence some areas are emphasised in BEREC's assessment and should be taken into account during future changes in the regulatory framework. BEREC does not intend to propose wording for legislative initiatives. BEREC considers that costs typically depend on the specific obligations established in the legislation and may vary across Member States, and as they stated in NRAs answers, the costs at this point cannot be assessed. However, some considerations for the costs associated with investments in the electronic communications market are also addressed in BEREC's input to the EC public consultation on the White Paper "How to master Europe's digital infrastructure needs?", BoR (24) 100 (Input).

The specific areas where BEREC anticipates some advancements can be made will be further elaborated in the following sections, highlighting proposals for improvement to better meet evolving needs and expectations.

#### 3.1. Types of services and end-users benefitting from the EECC

In its Input, BEREC stressed that it is important to analyse the position of the NI-ICS providers and assess the current state of the market, including with a view of having consistent end-user protection guarantees in the usage of both number-based interpersonal communications services ("NB-ICS") and NI-ICS, as well as the impact of other sector regulations directly affecting providers of some NI-ICS. Stemming from this, the alignment of requirements should be evaluated to prevent potential fragmentation or disparities and ensure a proper level of end-user protection. This assessment could ensure consistent end-user protection when providing both NB-ICS and NI-ICS. It could serve to mitigate against the risks of inconsistent regulation, reduced innovation, and gaps in end-user rights, without giving rise to additional costs for end-users.

##### *Types of ECS and end-users*

The services used for communications purposes, and the technical means of their delivery, have evolved. As stated in recital 15 of the EECC, "*In order to ensure that end-users and their*



*rights are effectively and equally protected when using functionally equivalent services, a future-oriented definition of ECS should not be purely based on technical parameters but rather build on a functional approach. <...> From an end-user's perspective, it is not relevant whether a provider conveys signals itself or whether the communication is delivered via an internet access service."* Because of this, the term "interpersonal communications services" was introduced, including in the scope NB-ICS and NI-ICS with the option of extending relevant provisions to the latter, where applicable. Furthermore, certain aspects concerning contracts for the supply of digital content and digital services are dealt with under the later adopted Directive (EU) 2019/770.

EECC ensures the rights of various user categories, including end-users<sup>34</sup>, consumers<sup>35</sup>, and micro and small enterprises and not-for-profit organisations<sup>36</sup>, as outlined in Articles 102 to 115 of the EECC. Moreover, the Roaming Regulation covers the equivalent of the end-users in the EECC, since it introduces the term of roaming customer, which refers to a client of a roaming provider, regardless of if it is a legal or natural person. However, Directive (EU) 2019/770 specifically grants rights only to consumers. This discrepancy creates an inconsistency in the protection and rights afforded to different categories of users within the EU regulatory framework. To address this issue, BEREC considers that harmonisation of end-user categories as regards their terminology across all frameworks could be beneficial, especially those related to informed choice and contractual relationships. An alignment of terminology would ensure that each relevant user category receives equal rights and protections across all relevant acts, fostering a more coherent regulatory environment for ECS.

### *Waiving rights*

BEREC also notes that the EECC in some instances grants the right to waive rights (opt-out method) to specific end-users. As it is stated in Recital 259 of the EECC, the bargaining position of microenterprises and small enterprises and not-for-profit organisations is comparable to that of consumers and they should therefore benefit from the same level of protection unless they explicitly waive those rights. According to Annual Report on European SMEs 2023/2024<sup>37</sup>, micro enterprises accounted for most of the enterprises in the EU, representing more than 85% of the total number of enterprises in all ecosystems. If small entities and not-for-profit organisations are included, the majority of legal entities should be granted consumer rights according to the EECC. The position from some stakeholders, representing ECS providers, was that microenterprises and small enterprises, NGOs and charities should not be treated on an equivalent basis to consumers.

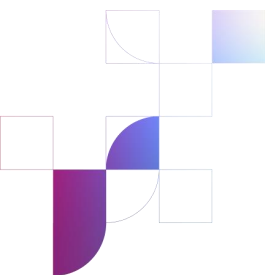
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<sup>34</sup> E.g. Articles 103, 104, 105, 106, 109, etc. of the EECC.

<sup>35</sup> E.g. Articles 102, 103, 105, 107, etc. of the EECC

<sup>36</sup> E.g. Articles 102, 105, 107, etc. of the EECC.

<sup>37</sup> European Commission GROW and JRC SME Performance Review, [https://single-market-economy.ec.europa.eu/document/download/2bef0eda-2f75-497d-982e-c0d1cea57c0e\\_en?filename=Annual%20Report%20on%20European%20SMEs%202024.pdf](https://single-market-economy.ec.europa.eu/document/download/2bef0eda-2f75-497d-982e-c0d1cea57c0e_en?filename=Annual%20Report%20on%20European%20SMEs%202024.pdf)





In the BEREC survey, it was reported by some NRAs that the waiver of contractual rights by micro-enterprises, small businesses and not-for-profit organisations is an issue with the experience of providers linking such waiver to a reduced price or other commercial advantage. BEREC underlines that the waiving rights process should grant a clear understanding of how it should be used to avoid misleading practices.

#### *Reduction of administrative burden on providers*

BEREC has also reviewed the current end-user rights outlined in the EECC to explore potential ways to reduce the administrative burden on providers while keeping in mind the intended objectives of Articles 105 to 107. In this context, it was found that certain obligations may not serve a meaningful purpose for business customers (legal entities), which fall under the scope of the end-user definition.

One key observation was that the obligation in Article 105(3), which requires providers to offer end-users the best tariff information at least annually, is unnecessary for business customers with bespoke contracts. It was also questioned whether this category should be granted the receiver-led switching process. Due to their negotiating power and the nature of their agreements, these end-users do not rely on standard tariff advice or contractual terms, as they have already secured terms that meet their specific needs. They were also seen by one NRA to be better placed to arrange their switch themselves, instead of the receiving provider's. BEREC considers studying the topic of switching providers under the receiving provider led process by 'corporate' end-users with bespoke contracts more in its 2025 PRD on Switching and Contract Termination. Moreover, the opinions among NRAs vary, if the last sentence of Article 105(3) of the EECC can be read ensuring such advice only in cases of automatic prolongation, hence clarity if the last sentence should be read *in corpore* of the previous ones, would also be welcome.

### **3.2. Informed choices**

*This part addresses issues related to publicly available information, obligations for the service providers to publish relevant information, and pre-contractual information requirements.*

#### Current state and challenges

During the past few years, BEREC has observed market and technological developments as well as recent changes in the EU regulatory landscape which have had a positive impact on the effectiveness of provisions such as the obligation to provide end users with a contract summary or to provide comparison tools. Due to this, in some instances, the trend of increased competition was observed, which contributes to ensuring that end users can make informed choices.

Nowadays, the structure of the markets for ECSs is characterised by a very high number of ECS providers offering differentiated services in terms of prices, quality and other characteristics, as notified by a few NRAs. These ECS providers usually bundle their services



with other services or products. This makes it more difficult for end-users to compare prices and can significantly increase the total cost of the bundle and therefore, increase the demand to subscribe to a new (sometimes not necessary) service or their choice to switch providers.

### *Comparison Tools*

In such a complex decision-making context, the full transparency of contractual conditions is not sufficient to enable end-users to choose the provider that fully meets their needs. From this perspective, the EECC provides that NRAs, in addition to guaranteeing access to transparent and updated information, are to ensure that end-users can assess the merits of different providers by means of independent comparison tools and to guarantee the quality and independence of the information reported in the comparison tools.

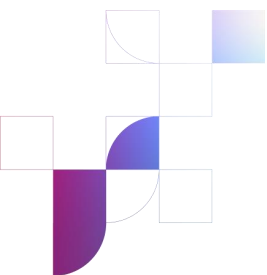
The EECC provides that NRAs shall ensure that end-users have access free of charge to at least one independent comparison tool. The tool must enable end-users to compare and evaluate different mobile and fixed internet access services and publicly available mobile and fixed NB-ICSs, and, where applicable, publicly available NI-ICSs, with regard to prices and tariffs of services and the quality-of-service under Article 103(2) b) of the EECC, where minimum quality-of-service is offered or the undertaking is required to publish such information, as well as to compare and evaluate offers which include bundles of services or products. It is crucial that these tools cover as many services as possible.

Furthermore, the importance of quality of service, where minimum quality-of-service is offered or the undertaking is required to publish such information, is recognised<sup>38</sup>, as both quality and prices and tariffs represent necessary elements to be considered in order to ensure an effective comparison among services. At present, it is not sufficient to compare offers based on their respective prices alone. The download and upload speed for internet access services and the other quality parameters published pursuant to Article 104 of the EECC and Article 4 of Regulation (EU) 2015/2120 represent important elements that must be considered for the purpose of comparison.

In this regard, some NRAs mentioned that the development of AI will affect the understanding and use of ECSs. The development of digital services is also an important issue raised by many NRAs. Some have also highlighted that due to the development of bundled services, clear rights and obligations will have to be prescribed for both parties (the ECS provider and the end-user), especially in the case of a switching of operator. They also mentioned that artificial intelligence-powered, and quality designed comparison tools will help consumers compare different electronic communication products and services. Another NRA also

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<sup>38</sup> BoR (23) 22 Report on comparison tools and accreditation.





remarked the importance in modern society of the development of streaming services and different platforms.

### *Quality*

Sixteen NRAs reported using the option under Article 104 of the EECC to require internet access and publicly available interpersonal communications service providers to publish information on service quality. This includes, for instance, minimum quality parameters where applicable, as well as details on whether service quality depends on external factors. Also, according to Article 104 of the EECC, obligations such as establishing quality indicators for the provision of internet access service and the publication of related parameters in some Member States include the obligation to publish and include in the contracts the values of the quality parameters for the provided service, as well the conditions and methods for publication by the providers of the values for the quality parameters.

One responding NRA felt that Article 102 of the EECC was unclear in terms of whether it could mandate providers to include quality parameters in contracts where the NRA had not specified quality of services requirements under Article 104(2) of the EECC.

Another respondent reported that it publishes several reports on topics such as the values of indicators of the quality of universal services, the values of indicators of the level of quality of public communication services in the mobile and fixed electronic communications networks. Another NRA reported that in some cases it may require providers (to the extent that they control at least some elements of the network) to publish comprehensive, easily accessible, and up-to-date information on the quality of their services to end-users as well as on the measures taken to ensure equivalent access for disabled end-users. Some of NRAs publish quality of services indicators on their web pages so ECS providers can take these into account when publishing their relevant information.

With regard to Article 103 of the EECC, a significant number of NRAs have stated that their competent authorities do not have additional requirements regarding the form in which the information in Annex IX of the EECC is to be published. Nevertheless, seven NRAs reported that ECS providers must comply with additional requirements such as creating a web page for publishing certain information or implementing regulations for the operation of the comparison tool.

Finally, some NRAs raised the issue of excessive information obligations. Specifically, the large amount of information that a provider must provide before concluding a contract and they highlighted the importance of efficient and proportionate information and its usage.

### *Future concerns and proposals*

In general, BEREC believes that provisions in the EECC have been effective in ensuring transparency, comparison of offers and publication of information. Moreover, one of the main objectives of the current regulatory framework is precisely to ensure that end users can make free and informed choices based on the complete and comparable information of the ECS available in the market. Informed choice means ensuring increased awareness of risks and



impacts of contracts (impact of early exit fees, e.g.), understanding of how products and services work, encouraging responsible buying and help end users to recognise if their choices are well fitted to their needs through accurate, straight to the point and usable information. The aim of informed choice is also acknowledged by stakeholders who responded to informal call for input.

Currently, the structure of the markets for ECSs is characterised by a very high number of ECS providers offering differentiated services and this makes it very difficult for end users to compare services. In this regard, most NRAs have implemented comparison tools or are developing these useful tools that enable end-users to compare and evaluate different prices, tariffs and quality of services and have proven to be a valuable element in granting informed choices to end users.

The requirement for comparison tools is set for a minimum of two services (at least internet access services and NB-ICS). BEREC recognises a growing trend of bundled services across the EU and the increasing importance of bundle comparisons to ensure that end users can make fully informed choices. Hence, BEREC considers that NRAs should assess whether bundles consisting of IAS, NB-ICS and other elements should be included in comparison tools provided pursuant to obligations set in Article 103 of the EECC, in order to facilitate informed choices for end-users. However, BEREC also recognises that the increasing complexity of the ECS and the variety of bundles renders comparisons very challenging. In a broader context, BEREC considers that NRAs might play a crucial role in assisting end users to navigate the growing complexity of offers, given the national circumstances, to ensure informed choice. BEREC has also noted the growing importance of comprehensive information on quality of service, as it directly relates to end-user experience. Alongside prices and tariffs of the ECS, this information is essential for enabling effective service comparisons.

Finally, BEREC also highlights a tendency towards simplification of ECS offers, which can improve the understanding and clarity of rights and obligations for both providers and end-users. However, the constant technological changes, new technologies and services can have the opposite effect, potentially complicating these rights and obligations. In this regard, most of the NRAs reported that they do not expect significant technological developments in the next 3 years that may affect informed choices. However, some NRAs do expect developments due to constant technological changes.

Therefore, rights and obligations will have to be clearly defined to ensure end-users are protected, especially in certain cases, such as switching the ECS provider. There are also challenges at the application level, depending on national implementation. In this sense, NRAs should be collaborative in order to share best practices to find the most beneficial ways to implement various measures ensuring end-user informed choice.

### 3.3. Contracts



*This part covers issues related to contractual relationship. It consists of three subparts – concluding the contract, rights ensured during the contract, and termination of contracts (including switching).*

### **3.3.1. Concluding contracts**

*This subpart deals with clarity of provisions, the timing of information provision, information on QoS, information requirements and overlaps with the Consumer Rights Directive (EU) 2011/83/EU (CRD), issues concluding contracts on-premises, and issues with distance contracts.*

#### Current state and challenges

BEREC considers that the current EECC provisions concerning the conclusion of contracts, the contract summary template (Article 102, Annex VIII) and the accompanying implementing act (Commission Implementing Regulation (EU) 2019/2243<sup>39</sup>) are important elements of the regulatory framework enabling end-users to make free and informed choices based on complete, timely and understandable contractual information. This, in turn, can contribute to the effective achievement of the general objectives listed in Article 3.

However, based on information provided by NRAs and stakeholders, some issues around clarity and interpretation remain. A portion of these issues are the result of the interplay between overlapping but partly different provisions of the EECC and the national transposition of horizontal consumer protection legislation or other national rules. Also, some cases indicate, that implementation of the EECC causes challenges (add-on contracts, different recurring fees, internet speeds, or contract durations, etc) In BEREC's view, additional clarifications would be helpful in this regard, particularly for distance and off-premises contracts.

Additionally, the exchange of best practices and experience in relevant national and international fora, including BEREC, will likely contribute to a smoother operation of the EECC rules and the fine-tuning of national legislation.

#### *Interplay between the EECC and the CRD*

The EECC and the CRD both contain provisions concerning pre-contractual information and the process of the conclusion of the contract between service providers and consumers. Both pieces of EU legislation are intended to ensure that consumers (and for the EECC also some other end-users) are in possession of all the relevant information before being bound by a contract. However, some specific provisions of the EECC and the CRD follow different

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<sup>39</sup> Commission Implementing Regulation (EU) 2019/2243 of 17 Decembre 2019 establishing a template for the contract summary to be used by providers of publicly available electronic communications services pursuant to Directive (EU) 2018/1972 of the European Parliament and of the Council



regulatory approaches, which, coupled with choices made during the national transposition may result in difficulties for service providers and end-users alike. Some NRAs flagged, for example, that the EECC mandates the provision of pre-contractual information before the conclusion of the contract, whereas the CRD allows such information to be sent to the end-user after the contract has been concluded. Given that both directives apply to the contents of the contract and the pre-contractual information requirements, fulfilling both may result in increased burden on service providers without any added value on the part of the end-user.

### *Information overload*

The volume of contractual information provided to end-users, particularly in electronic form was identified by several stakeholders as something that could present difficulties in terms of usability for end-users. One NRA noted that while the intention of the EECC was to enable end-users to make informed choices when concluding a contract, in practice the amount of information and the technical language often used was contrary to this goal. Also, one stakeholder claimed that end-users do end up with a lot of information that is not very useful for them. The issue was compounded by the increased prevalence of bundled services, by related information requirements under the CRD and by further information requirements in some Member States under national law.

One consequence of this information overload during the conclusion of contracts is that end-users may end up entering into a contract without understanding all significant terms and conditions due to lack of time and the complexity of reading and interpreting all the documents that are provided by the provider. This problem impacts vulnerable consumers to an even greater degree. Another consequence is the increased administrative burden for service providers. One stakeholder stated that end-users did not actually take advantage of the information during the contracting process, spending only minimal time on reading them. This issue becomes even more significant in connection with the changes in contracting processes as described in further parts of this subpart.

Some other respondents also noted the importance of clear contractual information, particularly given the growth of mobile data usage and issues around descriptions of 'unlimited' data packages.

Overall, BEREC believes that a balance should be reached in ensuring that end-users are able to conclude contracts in possession of all relevant information but also that the information is reliable, easy to understand and not overly lengthy.

### *Increasing use of electronic documents for on-premises contracts*

One of the trends in recent years is that service providers started using electronic documents and digital workflows also for concluding on-premises contracts in person. This means that end users no longer receive the contractual documents on paper. Instead, they are handed a tablet with many electronic documents where they have to indicate their acceptance digitally.



Two NRAs have noted that this trend makes it harder for end-users to read and understand the terms of the offer and may place especially end-users with less digital experience at a disadvantage. In the view of some NRAs, this may necessitate additional protective rules for consumers similar to those currently in effect for distance and off-premises contracts.

### *Contract summary*

Most respondents agreed with the view that the contract summary as regulated by the EECC is providing added value to end-users. Although according to the preamble of the EECC (Recital 261 and Recitals 4 and 7 of the Implementing Regulation (EU) 2019/2243), the contract summary *inter alia* is intended to ensure comparability between ECS offers in order for end-users to make an informed decision, in BEREC's view the provisions of the EECC regulating the contract summary do not provide sufficient clarity about the intended use of this document. The directive only mandates that service providers have to provide it prior to the conclusion of the contract and specifies its mandatory contents. As a result, national transpositions and practices vary widely. The contract summary today is used as a tool to record the most important terms of the contract for the end-user to check before agreeing to them as well as for later reference. In contrast, it is of limited use for comparing the various offers of the service providers, since end-users often receive it too late in the contracting process.

### *Distant contracts*

Another problematic area is the conclusion of contracts at a distance. While today most distance contracts are concluded online, using the provider's homepage, it is still common to contract over the phone, either at the initiative of the end-user or following a sales call by the service provider. Several NRAs have noted that in such cases it is hard to guarantee that end-users receive the pre-contractual information and the contract summary before the conclusion of the contract. In practice, it is also unrealistic that the end-user can receive and read through the information while the call is in progress. This increases the risk that end-users will be concluding a contract without having received and evaluated the information mandated by the EECC. One NRA also indicated that service providers did not always provide end-users with pre-contractual information and the contract summary on a durable medium when the end-users purchased various add-on options on top of an existing contract, often using electronic means. Specific rules contained in the EECC may also conflict with other (national) legislation concerning consumer contracts. One NRA reported that national law pertaining to consumer contracts stipulates that the contract becomes binding upon acceptance of the offer from the ECS operator by the end-user, even though the contract summary is only provided after the call. Similarly, one NRA indicated that the interpretation of the national legal provisions transposing the EECC and the CRD may be non-straightforward when the horizontal rules governing consumer contracts dictate that contracts concluded over the phone are only binding on the consumer if they have subsequently signed it or indicated their acceptance in writing, except if the first telephone contact was made by the consumer.



### *Comparability*

The aim of comparability for consumers was referred to in the NRAs questionnaire as well by one respondent (citing Recital 261 EEC in this regard) who felt this was best served by providers ensuring that contract summaries are widely and easily available to consumers before entering contracts. However, while one respondent noted that in its country the contract summary was available in shops upon request, this appeared the exception rather than the norm. The responses suggested that in practice, there was little time for consumers to consider the contents of the contract summary before finalising their contract and no real opportunity to compare individual contract summaries with each other unless the consumer was to go to the final stages of contracting with each provider they wished to compare. Indeed, some respondents noted the contract summary was provided after the contract was concluded. End-user association, in its submission, raised concerns about how late in the process the contract summary is being provided.

### *Overlapping information requirements*

It was recognised that there was duplication between the information requirements of Article 102(1) and (3), however, NRAs differed on whether this needed to be addressed. Some suggested solutions to this issue were to amend these Articles and combine them to eliminate duplication or, alternatively, to simply have the requirement to provide the contract summary. From the industry perspective, stakeholders submitted that this duplication added no value and should be removed. The point was also made by one NRA however, that it is the essence of a summary to involve some duplication.

### *Other challenges*

A lack of clarity related to the date of the summary<sup>40</sup> and the price<sup>41</sup> was pointed out. The fact that end-users are now contracting with more parties in the provision of their services and products was identified by one respondent as making accountability of providers more difficult. Other challenges identified in the responses received after the informal call from stakeholders were formatting and content issues<sup>42</sup>, discrepancies between the contents of the template and the explanatory text of the Commission Implementing Regulation, confusion as to where to place certain information<sup>43</sup>, comparability (given differences in approaches), contract summaries referring to more than one tariff plan/tariff plan option, and a general lack of intuitiveness.

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<sup>40</sup> Date of creation versus date of provision to the end-user.

<sup>41</sup> Specifically VAT for B2B plans.

<sup>42</sup> One respondent pointed to a lack of space for providers to provide personalised summaries, particular with respect to bundles including terminal equipment.

<sup>43</sup> The example given was where to put information on price discounts.





### Conclusion

BEREC believes that overall, the provisions in the EECC as well as the implementing act concerning the contract summary are important elements of the regulatory framework protecting the right of end-users to make free and informed choices based on complete contractual information. This in turn can effectively contribute to the achievement of the general objectives listed in Article 3. However, some challenges around clarity of provisions as well as practical interpretation and application, as noted above, remain.

Concerns relating to information overload were raised by some NRAs and stakeholders. This was an issue that was also discussed at the workshop. While there were calls for the volume of contractual information to be reduced, BEREC is of the opinion that the increasing complexity of contractual arrangements and the need for them to be governed by terms and conditions for the benefit of the end-user and provider alike, necessitates that full contractual information is provided as per Article 102 EECC. It is important, therefore, that such information is presented in as clear and comprehensible a manner as possible.

Large volumes of contractual information (particularly information of a technical nature) can be difficult for end-users to digest and comprehend, particularly at the pre-contractual stage when there may be limited time to consider the information. This brings into focus the importance of the contract summary as a practical tool for end-users to obtain key information to make informed choices and compare offers. BEREC is of the opinion that the contract summary is likely to have an increasingly important role to play for end-users, however, the information available to BEREC suggests that the utility of the contract summary may be reduced or threatened by several factors. These include the late point in the contracting process at which the summary may be provided to end-users, particularly in the context of distance contracts, which gives them little (or no) time to consider it, the inconsistent content, format and structures of contract summaries, and the inability, in practice, to actually compare offers in the market (an aim of the contract summary) due to the unavailability of a contract summary other than when at the point of, or sometimes subsequent to, concluding a contract with an individual provider. BEREC considers that the removal of any requirement for personal information in contract summaries may positively impact their availability to end-users in sufficient time to fully compare offers. A contract summary that is clearly and consistently completed by providers and available upon request would benefit end-users.

Additionally, changes in contracting processes and procedures driven by increasing digitisation such as the use of electronic documents for on-premises contracts merit further observation to ensure that end-users are still in practice able to access and interpret all pre-contractual information that enables them to choose a service provider and a contract that best suits them. Particular attention must be given to ensure that end-users with less digital experience are still able to profit from the choice of service providers and services available on the market.

NRAs must also remain alert to ensure that legal provisions currently in force are actually adhered to during the contracting process. This includes, but is not limited to, making sure that



end-users receive all required pre-contractual information before the conclusion of the contract also in the case of distance contracts concluded over the phone.

BEREC believes that the exchange of national and industry best practice and relevant experience between stakeholders, including within BEREC working groups, may significantly contribute to the smooth operation of the EECC rules in this area.

### 3.3.2. During the contract

*This subpart covers issues related to clarity of provisions, quality of experience, in-contract price increases and information overload (from the perspective of an end-user finding the information they need when they need it).*

#### Current state and challenges

In general, the provisions on end-user rights applicable during the contract are considered to meet the objectives of Article 3, however matters identified by stakeholders raise concerns regarding the objectives of promoting the interests of citizens of the EU by enabling maximum benefits in terms of choice, price and quality on the basis of effective competition and ensuring a high and common level of protection of end-users.

An issue identified by stakeholders is that during the contract there is a value in end-users having information regarding quality of experience (QoE) that can be expected when using a service. While quality of service parameters rely on technical information, providing methodology and standards, this was viewed by some stakeholders as being more directly relevant to comparison by providers among themselves and for regulatory purposes rather than for the benefit of end users.

The issue of information overload was also raised in respect of this part of the contractual relationship. Here, the focus is on the utility of the information available to end-users when issues arise and it is necessary to consult the contractual information. Some respondents referred to the challenges experienced by end-users in navigating voluminous contractual material.

The principal concern raised in respect of the end-user experience during the contract related to price increases. NRAs approached this issue from the end-user protection perspective, as did another stakeholder who also pointed to reduced competition, too similar offers, deteriorating quality of service, lack of investment and slow deployment of connectivity. The industry focus was on the lack of return on investment at a time when significant investment was required to meet connectivity targets.

#### *In-contract price increase clauses*





In the period since BEREC's last opinion, inflationary effects have resulted in price increases for end-users with some significant year-on-year increases experienced. In addition to the impact of the extent of these increases on end-users, concerns have been raised regarding the utilisation of in-contract price increase clauses to give effect to them. These clauses usually establish that the price of the service will be increased yearly (per the Consumer Price Index, but sometimes by a fixed percentage or a combination of the two) and in such cases, end-users do not have the right to terminate their contract in response to the increases without incurring any further costs per the decision of the European Court of Justice in case C-326/14.<sup>44</sup> That prices can increase in circumstances, where there is no right to terminate the contract without incurring further costs, especially during the initial (or minimum) term of the contract, can be seen as unfair by end-users. End-users expect prices either to be binding on both parties or else that they be given a right to terminate the contract without incurring any further costs if the price increases. A large majority of NRAs consider that the effect of such clauses during the contract, relating as they do to one of the main elements of the contract, namely price, without giving the right to terminate their contract, are a challenge to end-user rights.

The use of these clauses was felt by some respondents to negatively impact end-user switching mobility, to be a barrier to end-users exercising their rights, and to be a potential threat to new entrants coming into the market. For example, there were instances where providers used these clauses to establish new minimum contract periods, by offering in return not to increase prices (or to increase the price by a lower amount than the clause allowed).

One respondent urged reconsideration of the rules around minimum contract duration and the conditions for establishing them. One stakeholder suggested the rules around contract termination without penalty be clarified, particularly in cases of unilateral price increases, contract extensions and automatic prolongation of contracts.

Some NRAs consider providers should not be permitted to unilaterally increase prices in the case of contracts that were concluded for a set period. Others consider that if it is found that in-contract price increase clauses do not contravene the letter and spirit of the law then some clear rules should be imposed at European level in respect of them addressing issues such as termination rights, transparency, the calculation of the price increase, and limiting the number of times such clauses can be utilised. It is of note in this regard, that the rules around maximum contract duration were linked by some respondents to the problems presented by the use of in-contract price increase clauses.

### Conclusions

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<sup>44</sup> Judgement of the European Court of Justice of 26 November 2015, *Verein für Konsumenteninformation v A1 Telekom Austria AG*.



Overall, the provisions on end-user rights during the contract are considered to be effective in meeting the objectives of Article 3 EEC. Nonetheless, challenges are being experienced by end-users.

The provision of contractual information to end-users is of obvious importance, however the volume of information provided to them may make it difficult to navigate and usefully consult during the contract where a particular issue arises. Responses received show the contract summary is useful in providing the key information to end-users; however, this utility is subject to the comments and concerns discussed in the prior section (Concluding the contract).

Significant concerns have been expressed in respect of price increases effected through in-contract price increase clauses. Their usage presents challenges in terms of competition, affordability, end-user mobility, transparency and comparability. An end-user in making a choice to conclude a contract may be impeded in comparing available offers owing to a lack of transparency around the application of an in-contract price increase clause to the offer during the contract term. It may also be the case that many (or all) of the competing providers have such clauses in their contracts. Having entered the contract, there is the potential for affordability issues to arise for an end-user when price increases take effect, and the prospect of early termination fees should the end-user seek to end the contract prior to the end of the minimum term.

BEREC is of the opinion that consideration should be given to ameliorating these issues through changes to rules at European level. Matters that could be considered in this regard include termination rights in the case of price increases effected in this manner, the rules around maximum contract duration where these clauses are used by providers, clear and consistent transparency obligations in terms of how these clauses should be presented to end-users before they are bound by them and how the clauses are to operate in practice, and specific notification requirements regarding when price increases will take effect and the options available to end-users.

Finally, it is worth mentioning also QoE during the contract which, if measured and published, has the potential to show what the end-user may expect in terms of their experience. There are differences between QoS and QoE and some of the technical parameters used to describe the quality of ECS may be challenging for end-users to comprehend in a way that makes the information meaningful to them.

### **3.3.3. Terminating the contract and switching**

*This subpart covers issues related to clarity of provisions, terminal equipment issues, number porting and switching, maximum contract lengths, bundles, 2G & 3G switch off.*

#### Current state and challenges



The majority of NRAs was of the opinion that the provisions on terminating the contract (Article 105), provider switching and number portability (Article 106) and bundled offers (Article 107) are clearly outlined in the EECC and effective. However, several NRAs did raise concerns.

#### *Rights related to contract termination*

In relation to terminating contracts with in-contract price increase clauses, some NRAs consider that end-users should be allowed to terminate their contracts without penalty or notice when prices increase. One NRA specifically suggested developing unified guidelines on this matter, while another NRA considered that the right to terminate the contract at no cost should also extend to the *pro rata temporis* value for the retained terminal equipment. The inclusion of in-contract price increase clauses is dealt with in Part 3.3.2 of this Opinion.

An NRA requested the introduction of a determination of the maximum length of termination notices in agreements that run until terminated by the customer. The maximum length of termination notices is determined in Article 105(3), but this provision only addresses the maximum length of termination notices in case of automatic prolongation of a fixed-duration contract.

The NRAs' survey also indicates concerns related to long-term contracts, particularly regarding price increases during the minimum contracted period. This tends to be less common in Member States where a maximum contract duration of less than 24 months has been implemented.

Another NRA found that there should be a right for the end-user to re-instate the number the end-user previously used, not only for porting it to another provider, as currently enshrined in Article 106(3) but also if the end-user decides within 30 days after contract termination to activate the service again with the same operator.

#### *Bundled offers*

Some NRAs found that Article 107 is unclear on the ability of end-users to terminate a bundled service in the event the service works well, but the mobile device (or another product offered in the bundle) does not, and legal remedies, such as warranties instituted by the rules of contracts for the sales of goods or for the supply of digital content, are inapplicable or not applied.

Another NRA mentioned a situation where a consumer concluded a NB-ICS contract for 18 months and next day an internet TV contract for 24 months. The consumer discontinued the NB-ICS contract after 18 months. The provider then discontinued the internet TV service automatically, even though the 24 months internet TV Contract had not yet expired. The NRA found no provisions clearly requiring providers not to conclude bundled contracts with separate minimal periods applicable to separate services, if they are not able to provide services separately.



BEREC also observed some concern that there is a mismatch between the beneficiaries of the protections of Article 106(1) in a stand-alone situation and in a bundle situation, because of the formulation of Article 107(4) EECC<sup>45</sup>. Article 107(4) EECC extends the protections which are granted to consumers in case of bundled offers also to end-users that are microenterprises, small enterprises, or not-for-profit organisations but also introduces a possibility for those end-users (which are not consumers) to explicitly agree to waive all or parts of end-user rights of the EECC granted to them by Article 107(1) and (3) EECC. However, this raises the question whether providers can let micro or small enterprises waive end-user rights pursuant to Article 107(4) that they can't waive when the service is provided on a stand-alone basis.

Finally, in the responses to its questionnaire BEREC has seen reports that in order to terminate all services included in a bundle, it is necessary to submit as many termination requests as there are services subscribed to, because typically services included in the bundle are subscribed to with separate, but closely related or linked contracts. BEREC considers this situation is not in line with the aim of the EECC to deliver a high level of end-user protection and recommends that this and similar situations are resolved through a future revision of Article 107 EECC, involving measures that introduce greater ease for end-users in bundled services termination.

#### *Provider switching*

On the topic of provider switching and number portability, addressed in Article 106, BEREC first of all is of the opinion that the requirement to ensure there is a minimum (or no) service interruption during the switching process is a key requirement to achieve the objective to encourage end-users to compare between different services and operators and to switch to the provider that delivers the most interesting offer in the end-user situation.

Article 106(1) EECC also requires the receiving provider, benefitting from a provider switch, to activate services within the shortest possible time on the date and within the timeframe expressly agreed with the end-user. NRAs were queried whether they had encountered challenges in ensuring that switching was carried out within the shortest possible time. A majority of NRAs responded they did not encounter such challenges, but a considerable number of NRAs did report such challenges. Among the issues flagged were cases where an

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<sup>45</sup> The protections of Article 106 (1) when switching between providers of internet access services (such as adequate information, synchronisation, no loss of service exceeding one working day, etc.) apply indeed to all end-users, including micro and small enterprises, without a possibility to waive, when a switch of an internet access service only is considered. However, in case such a service is bundled with other services (e.g. an internet access service bundled with premium TV) the formulation of Article 107 (4) EECC at least suggests providers can let micro and small enterprises waive the Article 106(1) protections for the IAS part of the bundle as well.



operator or provider is not available anymore as a provider to acknowledge a switch due to discontinuation of services, insolvency, etc.

Issues affecting the ability of end-users to easily switch service providers were also raised by stakeholders. One stakeholder particularly raised the inability to easily switch TV service providers (in the same way as IAS providers), when end-users are using coaxial cable-based services in their jurisdiction. Another stakeholder submitted that despite fundamental progress for consumers, significant obstacles deterring consumers from switching providers still remain. This stakeholder cited high switching costs, long contract durations, early termination charges, bureaucratic switching procedures and loss of service, as examples.<sup>46</sup>

Furthermore, building further on BEREC's initiatives to equip BEREC and NRAs with a better understanding of relevant trends in Satellite Communication and potential opportunities and challenges<sup>47</sup>, switching scenarios involving Satellite operators and tying contractual commitments to devices provided by Satellite operators should be studied more in detail.

BEREC will study these issues further in the upcoming years (see e.g. its 2025 Work Programme) but currently sees no need for readjustment of the EECC in this regard.

In relation to terminal equipment bundled with services, NRAs have indicated that the obligations relating to lifting any condition on the use of terminal equipment bundled at the moment of the contract conclusion when the end-user decides to switch to another network, should be extended to all cases of contract termination.

#### *eSIM and provider switching*

Embedded SIM cards (eSIM) are becoming more common in smartphones, tablets, notebooks, etc. eSIMs are now being used in other connected objects like watches and cars. eSIM can be updated over the air (OTA).

NRAs indicated that eSIM makes provider switching easier because there is no need to be supplied with a new SIM card, resulting in less interaction with ECS providers.

However, NRAs and stakeholders have identified lock-in effects that have impact of various elements of the value chain (for instance device manufacturers). A specific use case referred to relates to in-car connectivity hindering the switching of internet access service providers, as car manufacturers have the possibility of allowing only one specific internet access service provider to provide services on terminal equipment. By using eSIM, the car manufacturers may switch the internet access service provider on all terminal equipment in all sold cars, whereas car owners cannot switch internet access service providers. Some NRAs are aware of complaints about car manufacturers and car dealers imposing a specific provider on their chargeable internet access services in vehicles.

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<sup>46</sup> Besides SIM locks and issues in case of bundling of services, for which BEREC already submits possible improvements in this Opinion.

<sup>47</sup> See also [the BoR \(24\) 151](#) Summary report of the BEREC External Workshop about the Usage of Satellite Technologies in Mobile Communications, 22 May 2024.



BEREC considers that it might harm competition and lead to significantly higher prices for ECS in devices reliant on eSIM-based connectivity if it is not possible to switch provider. BEREC proposes an amendment of the wording of the EECC, so that it is clearer, that it must be possible for the consumer to switch an ECS provider on the terminal equipment.

#### *Contract termination in light of 2G and 3G switch-off*

As pointed out in the 2023 BEREC Report on practices and challenges of the phasing out of 2G and 3G, the phaseout of 2G and 3G networks is still in full progress with completion dates<sup>48</sup> in the future or even unknown<sup>49</sup>. Most NRAs considered the EECC or any other regulation applicable in their Member State sufficiently addressed the ability of an end-user impacted by the switch off of 2G/3G networks to terminate their contract or to switch service providers. Nevertheless, a few NRAs pointed out that most contracts do not refer to a specific technology for the provision of the services in their scope, thus leaving the question (at least) unanswered whether the end-user is entitled to terminate a contract because their handset or other equipment cannot be used anymore for the contracted “*publicly available mobile radiotelephony service*”. Arising from this, a proposal is made to include information on the supporting technology as a mandatory element in the contract. The rationale and advantage of this is that, if such technology changes and end-users are required to make expenses to continue using the service (e.g. expenses to adapt their terminal equipment), such end-user can terminate the contract, pursuant to Article 105(4) EECC, and, if applicable, the bundle, without cost.<sup>50</sup>

#### Conclusions and Proposals

Overall, the EECC provisions on contract termination, provider switching and bundled offers are considered clear and effective.

However, to address some issues flagged, BEREC proposes to:

- Consider the issue of in-contract price increase clauses and the absence of a right to terminate the contract without incurring any further costs.
- Assess the possibility to reduce maximum duration term set in Article 105 of the EECC<sup>51</sup>.

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<sup>48</sup> Especially completion dates for a country wide full phaseout of both 2G and 3G networks. See BoR (23) 204, [BEREC Report on practices and challenges of the phasing out of 2G and 3G](#), p. 41: “no European country has already completed a country wide full phaseout of both 2G and 3G networks”.

<sup>49</sup> BoR (23) 204, p. 11.

<sup>50</sup> More specifically the proposed change would concern Annex VIII(A)(1) of the EECC by adding the used technology to the «main characteristics of the service» that providers need to give based on Article 102(1) of the EECC. Other (actual or possible) solutions raised to the issue at stake are setting up a subsidy programme to help subscribers to upgrade their mobile equipments or awareness raising by the NRA.

<sup>51</sup> While the EECC provides Member States with flexibility in determining contract lengths, further harmonisation across the EU in this area could contribute to strengthening end-user protection and promoting fairer market practices.



- Extend the current rules on the maximum length of termination notices in Article 105 (3) EECC to other situations than the sole case of automatic prolongation of a fixed duration contract.
- Consider a right for the end-user to re-instate the number if they decide within 30 days after contract termination to activate the service again with the same operator.
- Provide more clarity in Article 107 on the ability of end-users to terminate the bundled service when the service works well, but the mobile device (or another product offered in the bundle) does not and other legal remedies are inapplicable or not applied.
- Address the issues of having different contract duration terms regarding different services (non-ECSs and ECSs) in a bundle, if the provider is not able to provide the services separately.
- Align the personal scope of Articles 106(1) and 107 (1) and (4) EECC, so that the beneficiaries of Article 106 (1) and 107 (1) are the same.
- Address the requirement to submit as many termination requests as there are services subscribed to in a bundle.
- Amendment of the wording of the EECC, so that it is clearer, that it must be possible for the consumer to switch internet access service providers on the terminal equipment.
- Require allowing end-users to terminate their contracts without incurring any further costs in case of technological changes by the provider that render the end user's terminal equipment obsolete, therefore requiring them to bear additional costs to be able to continue accessing the service (e.g. costs for replacing the outdated terminal equipment).

### 3.4. Access to emergency communications

*This part addresses emergency communications as covered in Articles 108 and 109 of the EECC.*

#### Current state and challenges

Most of the surveyed NRAs consider the provisions concerning access to emergency communications (Article 108 and Article 109) to be clearly outlined in EECC. However, around 30% of the Member States expressed concerns about certain aspects of the regulations. These concerns include ambiguities in the definitions and implementation guidelines for services catering to users with disabilities and the technical standards required to achieve accurate geolocation services. This indicates a need for more detailed and precise guidance to facilitate uniform compliance and application across the EU.

As stated in Recital 1 of the Commission Delegated Regulation (EU) 2023/444, the regulation was intended to supplement paragraphs 2, 5, and 6 of Article 109 of the EECC, as outlined in these Articles. The Regulation addresses certain measurement and procedural aspects for assessing the caller's location. However, it appears to be insufficient in providing clear





guidance for Member States on setting specific criteria for the accuracy of caller location. There is inconsistency across the EU in terms of how the caller location accuracy requirements have been implemented. Stemming from this, BEREC is of the opinion that there would be a benefit in setting clear criteria for the caller location accuracy. In conformity with decision C-417/18 of the European Court of Justice<sup>52</sup>, such criteria must enable taking into account of the conditions in the mobile networks of Member States.

Interoperability between Member States is another area where clarity could be improved. About 20% of the NRAs stress the necessity for clear, EU-wide standards to ensure seamless emergency communication access across borders. BEREC considers that the absence of such standards could hinder the provision of consistent access to emergency communications services, particularly for users moving between Member States.

One significant challenge reported by several NRAs is the transition from Public Switched Telephone Networks (PSTN) to Internet Protocol (IP)-based networks, including Voice-over-Internet Protocol (VoIP) and Voice-over-LTE (VoLTE). While this technological shift offers enhanced capabilities for emergency communications, it requires substantial updates to infrastructure and operational protocols, which ensures continuity in cases of disruption of access to emergency communications during the transition phase.

Additionally, the phase-out of 2G and 3G networks, while maintaining support for legacy devices, poses another challenge. Ensuring that older handsets and systems remain functional - within reasonable timeframes and constraints, and depending on the introduction, availability and use of possible alternatives - is crucial to avoid gaps in emergency service availability, as services like eCall usually depend on 2G/3G networks. This urgent need to adapt emergency call in-vehicle systems to the newest packet-switched communication networks (4G/5G) is also addressed in Commission Delegated Regulation (EU) 2024/1180<sup>53</sup>, which sets a timeline to adapt to this technological development. Awareness was also raised on the broader impact of 2G/3G switch-off on voice calls (not only towards emergency services) by end-users roaming on networks solely based on 4G/5G technology whilst using incompatible or legacy devices.

Furthermore, phase-out of 2G and 3G networks might have an impact in areas with limited mobile coverage, and it is likely to present difficulties for emergency response. In unserved or underserved territories, the access to emergency communications can also be granted utilising satellite technologies, especially taking into account the direct-to-cell satellite

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<sup>52</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A62018CJ0417>

<sup>53</sup> Commission Delegated Regulation (EU) 2024/1180 of 14 February 2024 amending Regulation (EU) 2015/758 of the European Parliament and of the Council as regards the standards relating to eCall, reference <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32024R1180><https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32024R1180>





connectivity, but in any case, regardless of the technology used, accurate caller location remains a critical but technically challenging aspect.

About 20% of the Member States are working to improve geolocation services, but the implementation of Advanced Mobile Location (AML) remains complex. Although Regulation (EU) 2023/444 does not directly refer to ETSI TS 103 625<sup>54</sup>, a majority of Member States chose to implement AML for access to emergency communications in their jurisdiction<sup>55</sup>.

One more aspect has been also underlined that access to the European emergency communication number 112 is solely defined as an NB-ICS stemming from Articles 109(1) and 109(2) of the EECC. This has led to differing views on whether equivalent access solutions under Article 109(5) could include NI-ICS, potentially causing inconsistencies and challenges across Member States.

Additionally, providing accessible emergency communications services for disabled end-users continues to be a significant concern, with around 15% of the Member States currently exploring technologies like Real-Time Text (RTT) to enhance accessibility. However, the availability of other means of access to emergency services should be evaluated as well, especially, if no additional measures are considered (for instance, SIM card pre-registration).

### Future Concerns and Proposals

Looking ahead, several key trends and developments will shape the future of emergency communications in Europe. The continuous deployment of newer generations of mobile technologies, and satellite technologies such as direct-to-device are expected to enhance emergency communication capabilities, offering higher coverage, faster data transmission and improved reliability. However, the switching off 2G/3G mobile technologies may present interoperability challenges, and that should be tackled as soon as possible<sup>56</sup>. In the event of major accidents or natural disasters, operators must grant the continuous transmission of messages and notifications, taking all necessary measures to ensure uninterrupted access to all emergency service numbers and taking into account the increased use of NI-ICS.

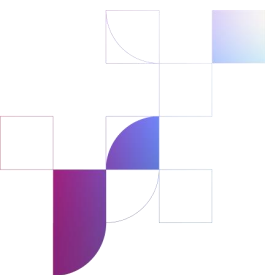
Ensuring universal accessibility to emergency services remains a critical concern. BEREC, in line with the delegated acts, proposes standardised, interoperable solutions with clearer criteria for the accuracy and reliability of caller location information including compliance with standards like TS 103 919 and EN 301 549, to guarantee equal access to all users, including those with disabilities. Prioritising the integration of accessibility features across all emergency communication platforms is essential to ensure these services are inclusive and user-friendly for everyone. As NB-ICS and NI-ICS are subject to different requirements under the EECC in

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<sup>54</sup> Technical specification developed at European level. It provides for a complete description of the AML protocol.

<sup>55</sup> According to EENA data, see <https://eena.org/our-work/eena-special-focus/advanced-mobile-location/>.

<sup>56</sup> <https://www.berec.europa.eu/en/document-categories/berec/reports/berec-report-on-2g3g-phaseout-practices-and-challenges> BoR(23) 204



regards of access to emergency communication, the quality of the solution for persons with disabilities may vary between the Member States, hence, further analysis and discussions among interested parties are needed.

All actors in the value chain (including handset manufacturers) must be involved in shaping regulatory frameworks and technical feasibility in order to provide stable and reliable access to emergency communications.

### 3.5. Accessibility to the end users

*This part covers Article 111 of the EECC and the EAA.*

#### Current state and challenges

Ensuring digital inclusion, especially for those with impairments or lacking digital skills<sup>57</sup>, is a vital goal. We live in a technological and digital society, so all members of the community, including the vulnerable ones, should be effectively able to access ECS.

The EECC has brought significant changes, shifting the regulation from universal service as a tool which can ensure the disabled end-users the equivalent choice, to general obligations for the stakeholders providing ECS (although there is still guaranteed the universal service in terms of accessibility and affordability of specific equipment to ensure equivalent access). Without any doubt, the EAA made further steps, bringing the focus on accessibility, including regarding the provision of ECS, to the next level.

This change was addressed in the BEREC survey which showed that most NRAs consider that the provision in the EECC about the rights of end-users with disabilities is clearly outlined and almost half of them think that there is a clear correlation between the EECC and the obligations resulting from the EAA. However, some NRAs responded negatively, considering that the scope of each is different, that they have different objectives and areas of regulation that sometimes overlap, and also that directives don't have a sufficiently broad definition to cover the regulation of new market trends.

In relation to the measures implemented in each Member-State to ensure equivalent access and choice to end-users with disabilities, at current stage<sup>58</sup>, some NRAs replied that they result directly from their national law and others had the need to specify special requirements for that purpose - some of them are related to accessibility itself, but others are associated with affordability or technological availability.

For instance, some NRAs have determined discounts or special tariffs for end-users with disabilities while others have imposed specific measures on service providers to guarantee

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<sup>57</sup> Although these end users are not protected by Article 111, Article 3 of the EECC recognises a wider list of vulnerable end-users.

<sup>58</sup> As the requirements for the ECS, set in the EAA, are coming into force in June 2025.



that end-users with disabilities benefit from easy access to/use of products and services in the same way available to all end users, such as accessible complaint procedures or accessible billing. In other cases, some NRAs have established that providers must make available equipment and services adapted to end-users with disabilities and submit proof of that to the NRA every six months electronically (for instance, by submitting a letter with the specification of such products). Also, operators are obliged to have employees who are trained to give assistance to people with disabilities on products and services adapted to their needs, a two-way text communication to be provided instead of speech communication to deaf users or to make content available in other formats, such as Braille. These measures have been introduced under universal service provision or national social policy framework.

In terms of the competent authority to supervise the accessibility requirements for the electronic communications sector according to EAA, the majority of NRAs replied that they are the competent authority for that purpose.

BEREC considers that the EAA has been a major development when it comes to ensure equal access to end users with disabilities and also enforcing the effectiveness of the EECC provisions and will continue to in the future. Until now, market or other technological trends haven't had a negative impact on accessibility. However, the growing demand for connectivity, digital platforms and the usage of AI systems may impose challenges on this matter.

In terms of best practices regarding accessible information, most NRAs have reported establishing requirements to ensure equivalent access to contractual information and transparency requirements based on the current framework. For instance, contractual documents, invoices and other information are made available in Braille. Also, the availability of Sign Language interpreters is ensured. The possibility of receiving machine readable documents by e-mail that is read out by a reading program or programmes allowing to purchase a piece of terminal equipment adapted for use by people with hearing disabilities. In other cases, contracts must be made available in a certain type of letter or spacing or at the time of concluding the contract, companies must provide a user-friendly mechanism allowing disabled end-users to signal their condition and identify their preferred contact details and/or, where applicable, as well as their desired format for sending communications, notifications and invoices.

Overall, BEREC considers that rights and obligations regarding accessibility are clearly outlined, and most NRAs or competent authorities have been implementing measures to ensure equal access to end users with disabilities, keeping in mind that these requirements may be subject to adjustments or amendments, because of the soon to be implemented EAA.

#### Future concerns and proposals

The implementation of the EAA will certainly have a positive impact on end-user rights, in particular the ones with disabilities, but not only those because many of the provisions of the



EAA are aimed at universal design, allowing improved accessibility and functions for all people, regardless their impairment. As far as end-users with disabilities are concerned, stakeholders will have to comply with specific accessibility criteria in order to guarantee that those end-users can have access to ECS more independently, promoting innovation and social inclusion. However, stakeholders have shared some concerns about meeting the requirements of the EAA and have defended that providers, end-users and public authorities should collaborate closely in order to meet the EAA deadlines and specifications to be adopted before 28<sup>th</sup> June 2025.

BEREC considers of great value that the actions to revise standards<sup>59</sup> are already taken, as a common approach should be applied for real-time text and total conversation in order to guarantee harmonisation, but those standards must be flexible enough to accommodate emerging technologies, ensuring accessibility remains a priority in the evolving digital world. That's why the role of NRAs (or other competent authorities) will be of extreme importance, especially to those ensuring that the EAA requirements will be met. However, the challenges ahead don't relate only to meeting the requirements flowing from the regulations, it involves practical implementation issues, such as interpretation of the specific demands or equipping professionals with the skills to design, implement, maintain and supervise accessible ECSs.

Also, new technologies based on AI systems, which will be a leverage for tools like real-time text or others, may have a huge impact on end-users' rights, especially the ones with disabilities. Although assistive technologies can help consumers with visual, hearing or physical impairments interact digitally in a more effectively, they may also increase discrimination, reduce human interaction and leave end-users with no alternative if systems fail.

Summarising the assessment of accessibility aspects, BEREC considers that effective and consistent application of accessibility requirements is crucial, in order to guarantee a more inclusive society and reduce the digital divide that may exist in vulnerable individuals.

### 3.6. Additional facilities

*This part addresses end-user rights stemming from Article 115 and Annex VI of the EECC.*

#### Current state and challenges

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<sup>59</sup> European Standard EN 301 549 "overAccessibility requirements for ICT products and services" defines the requirements that products and services based on information and communication technologies should meet to enable their use by persons with disabilities. ETSI declares its revision with the aim of publishing version V4.1.1 in 2025.



Surveyed NRAs unanimously agree on the clarity of the provisions concerning end-user rights and additional facilities as outlined in Article 115 of the EEC. However, while the provisions are generally clear, several NRAs have reported challenges in their implementation.

As with other protections provided by the EEC in favour of users, there is a recognised need to reassess the categories of users benefitting from certain rights under Article 115. As it was assessed in Part 3.1 of this opinion, BEREC considers that some obligations could extend to other end-user categories with a bargaining position similar to that of consumers.

Emphasis has been placed on the necessity for mandated measures such as cost control, itemized billing, selective barring, and the deactivation of third-party billing. Furthermore, it has been observed that the transformation of bills from 'static' documents into 'dynamic' digital tools could enable users to navigate individual items, gain deeper insights into charges, deactivate unnecessary services, activate additional ones, terminate contracts, request number blocking, and disable third-party billing. Additionally, it has been observed by some NRAs that all services listed in Annex VI of the EEC are sufficiently provided on a commercial basis, meeting requirements that might otherwise be placed on universal service provision. As it has been observed by some NRAs the current commercially available ECS may be sufficient, rendering some regulatory provisions redundant. Furthermore, the need for measures to combat fraudulent activities, for instance, CLI-spoofing, and ensure reliable communication remains critical. As mentioned in the section on sectoral trends, the rise in fraudulent traffic and scams, such as voice and SMS phishing ("Vishing" and "Smishing"), presents a significant threat to end-users and the market. Tied to the concept of ensuring reliable communications, further discussion regarding the requirements related to the presentation of the CLI/SenderID may be necessary.

Regarding the list of additional facilities specified in Article 115, there is a divide between those advocating for a minimal set of applicable facilities to allow flexibility and those supporting enhanced harmonisation at the EU level to ensure consistent end-user protection.

Most NRAs report no significant technical barriers to imposing additional provisions outlined in Annex VI. Technological advancements have mitigated previous limitations, enabling service providers to comply with these provisions. However, specific challenges, such as real-time monitoring of mobile data transfer in roaming, are highlighted, indicating that some areas still require further technical development and support.

Some NRAs anticipate developments in online facilities for monitoring consumption, cost control, and other matters such as data sharing and AI, which could influence the application of end-user rights. Others note a growing number of services and applications enabling end-users to use numbers secondarily assigned by their ECS providers, potentially leading to fraudulent situations. This could impact CLI-related regulations, particularly in combating CLI spoofing.



### Future Concerns and Proposals

Most NRAs do not foresee significant market and technological developments in the next three years that will have an impact on the application of end-user rights stemming from Article 115 of the EECC. BEREC notes that the main challenges concern the implementation of certain provisions rather than the impact of market and technological developments on these provisions.

Recognising the need to re-evaluate the categories of users benefiting from certain rights, BEREC advocates for flexibility, suggesting that Member States should be able to adapt regulations based on evolving needs and contexts. Member States should have autonomy in determining applicable end-user categories.

BEREC considers it appropriate to evaluate the possibility of making facilities such as cost control, itemized billing, and the deactivation of third-party billing mandatory. BEREC also sees the opportunity to strengthen the measures related to itemized billing by introducing an enhanced billing system. Such systems would enable users to view individual items, obtain clearer insights into charges, deactivate unnecessary services, activate additional ones, terminate contracts, request number blocking, and disable third-party billing. This approach would not only improve expenditure control but also promote transparency, empower consumer choice, and encourage responsible spending habits. However, it's important to note that this measure should be considered optional, not mandatory, to ensure that everyone, especially those who prefer or rely on paper billing, continues to have access to their billing information.

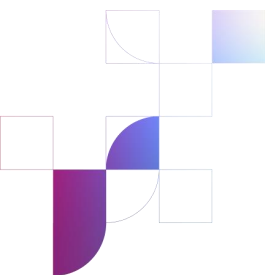
Moreover, to address security concerns arising from CLI spoofing and fraudulent traffic is crucial. BEREC is of the view that implementing sector-specific rules and harmonised approaches as well as sharing best practices combatting CLI-spoofing and fraud across Member States is beneficial as successful scam schemes are often reused in other countries. In this regard, BEREC also refers to relevant work published by the CEPT ECC on combating fraud and spoofing with numbering resources<sup>60</sup> and activities announced to be finished in the near future<sup>61</sup>. Also, BEREC is considering the workshop dedicated to this to be held in 2025. Regarding the significant debate on the differentiation between Articles 88(2) and 115 of the EECC, BEREC proposes consolidating these articles, where feasible, to simplify the regulatory framework. This might involve identifying overlapping provisions and integrating them into a single coherent article while maintaining specific measures that address unique policy concerns.

With reference to the list of facilities in Annex VI, BEREC suggests maintaining the existing framework, allowing Member States to adapt regulations based on specific market conditions while ensuring a minimum level of harmonized protection across the EU. This approach could balance the need for tailored regulation with the benefits of uniform standards.

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<sup>60</sup> ECC Report 338 - CLI Spoofing (June 2022) and ECC Recommendation (23)03 - Measures to handle incoming international voice calls with suspected spoofed national E.164 numbers (November 2023)

<sup>61</sup> Current work in progress: ECC Report on the definition of missing, invalid, or fraudulent CLI and ECC Recommendation on SMS SenderID.





Looking to the next three years, NRAs anticipate developments in online facilities for monitoring consumption, cost control, and data sharing, as well as AI applications that could influence the application of end-user rights. BEREC recognises the advantages of proactive engagement with emerging technologies to integrate them into the regulatory framework. This could involve establishing practice sharing to ensure they enhance, rather than undermine, end-user rights. By addressing these challenges through targeted proposals, BEREC aims to enhance the implementation of EECC provisions, ensuring robust protection for end-users across the EU.

### 3.7. Other issues in the Title III of Part III of EECC

*This part addresses the challenges, if any, related to other Articles of Title III of Part III in the EECC not explicitly listed above.*

#### Current state and challenges

Most of surveyed NRAs consider the provisions concerning Public Warning Systems (Article 110), Directory Enquiry Services (Article 112), Interoperability (Article 113), and 'Must Carry' Obligations (Article 114) to be clearly outlined in the EECC. Although competencies among NRAs vary across EU<sup>62</sup>, several NRAs have reported challenges in their implementation.

One issue involves public warning systems using alphanumeric sender IDs in SMS messages, which some countries have banned due to fraud risks, potentially compromising safety during emergencies for roaming users. Additionally, implementing must-carry obligations for bundled services like IPTV and OTT streaming poses challenges in ensuring a seamless viewer experience across platforms. The emergence of new technologies is expected to increase prices for end users and cybersecurity risks, and the rise of NI-ICS services could impact existing regulatory frameworks.

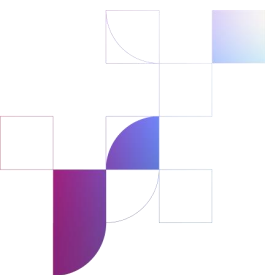
#### Considerations and conclusions

BEREC acknowledges the concern about using alphanumeric sender IDs in SMS-based public warning systems (PWS), especially when such messages may be blocked in some Member States due to fraud prevention measures. However, a common approach to addressing this issue appears unlikely at this time, although live testing may reveal important performance and reliability information. As highlighted in the BEREC Guidelines on how to assess the effectiveness of public warning systems transmitted by different means, "*PWS systems need to be considered by Member States according to their operational needs, on a case-by-case basis*"<sup>63</sup>. BEREC also acknowledges the need for secure, fraud-resistant

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<sup>62</sup> See detailed statistics in Annex II.

<sup>63</sup> BoR (20) 115.



communication methods for public warning systems, particularly in the context of cross-border roaming.

As for the implementation of "must carry" obligations, BEREC notes the challenges reported by NRAs but does not take a specific position on the matter. BEREC observes that these issues require a flexible approach, considering both ongoing technological advancements and the varying national contexts in which they are applied. As reflected in several court rulings, the "must carry" obligation is often justified precisely by these national circumstances. National factors, such as social, economic, and infrastructural conditions, can necessitate the application of "must carry" rules to ensure access to essential information and public services.<sup>64</sup>

## 4. Redress

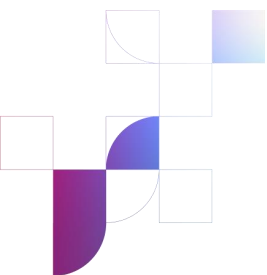
*Dispute resolution procedures constitute a fundamental element in the empowerment of end-users, safeguarding and upholding the effectiveness of end-user rights. Hence, this part addresses the national mechanisms established to ensure the end-user rights in Title III of Part III of the EECC.*

Article 5(1) of the EECC defines the responsibilities of NRAs, in point (d) setting the requirement for NRAs to contribute to the protection of end-user rights in the electronic communications sector, in coordination, where relevant, with other competent authorities. This means that various systems of end-user protection can be implemented where NRAs or other authorities take or share responsibilities in the matter. Article 25 of the EECC grants mandates for NRAs or other authorities to resolve disputes between providers and consumers arising under the EECC and relating to the performance of contracts. Alternative dispute resolution (ADR) is not meant to replace court litigation, rather it is an effective redress mechanism to resolve low-value disputes, as resorting to court is more costly and often much more time-consuming. There are many types of out-of-court dispute resolution mechanisms, such as mediation, conciliation, procedures by ombudsmen, arbitration, complaints boards etc. In the majority of cases NRAs act as ADR bodies, some NRAs are not listed as ADR entities in accordance with Article 20(2) of Directive 2013/11/EU but are resolving disputes according to Article 25 of the EECC whereas third group of NRAs is not involved in ADR. Out-of-court dispute resolution stemming from Directive (EU) 2013/11/EU is considered to be a private enforcement procedure which is complemented by a system of collective claims and public enforcement mechanisms executed by public authorities.

Member States are granted the discretion to decide how redress procedures are shaped and whether the NRAs will be the competent authority, which, considering the diversity of the

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<sup>64</sup> The European Court of Justice has acknowledged that such national differences can justify the imposition of "must carry" obligations, provided they are proportionate and do not infringe on other fundamental rights. This highlights the need for a balanced and context-sensitive application of these rules, aligned with both regulatory principles and local needs. Case C-87/19





procedures, has proven to be a good approach as national circumstances among Member States vary. According to answers provided by NRAs in more than half of the cases (16 Member States) NRAs are competent to resolve disputes between end-users and ECS providers<sup>65</sup>.

Regarding the categories of applicants entitled to request out-of-court dispute resolution, most Member States (13) enable all end-users to seek alternative dispute procedures. A slightly smaller number of Member States (10) allow only consumers to request out-of-court dispute resolution, whereas three (3) Member States entitle different variations of applicants<sup>66</sup>.

In terms of providers, a minority of Member States (8) have stated that out-of-court dispute resolution cannot be brought against providers of NI-ICS, meanwhile the vast majority of NRAs (18) stated the opposite. Admissibility of the complaint against NI-ICS provider were explained either by situations when dispute concerns an issue related to a regulation applicable to NI-ICS providers or general consideration that NI-ICS are ESCs therefore no exception applies or no limitations exist in this regard.

In BEREC's view, Article 25 of the EECC and relevant provisions of Title III of Part III of the EECC (Articles 102–107 and 115) do not preclude out-of-court dispute resolution between end-users and NI-ICS providers, however, limitations rather persist due to national legislation.

Finally, considering the nature of decisions issued by the NRAs or competent authorities, the greater part of Member States (16) provided that decisions are non-binding. In most cases, NRAs explained that a decision is proposed to the parties after dispute resolution is over and if ECS provider does not accept it, the end-user might take legal action in a court of general jurisdiction or relevant tribunal. In some cases, the decision of the administrative body can be appealed. Two Member States provided that non-binding decisions are not subject to appeal, one of them explaining that if the provider does not comply with the advisory decision within 30 days after the decision has been communicated to the parties, the provider's name shall be published on the dispute resolution body's website. In a smaller part of Member States (12), binding decisions are issued by competent authorities which in turn can be appealed to administrative courts, courts of general jurisdiction, an out-of-court dispute resolution body itself, or arbitration might be initiated. One NRA stated that a decision is considered to be binding if the value of the dispute does not exceed a certain amount.

### Future Considerations and Proposals

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<sup>65</sup> In a substantial part of Member States (12) relevant disputes are being examined by mediation institutions (2), consumer protection authorities (2), independent committee within NRA (1), the ministry (1) or institutions appointed to deal with consumer and/or telecommunications disputes (6) including one Member State having separate bodies for only consumers and both consumers and other end-users.

<sup>66</sup> 1) consumers and small companies; 2) consumers together with self-employed workers and microenterprises; 3) consumers, associations, foundations, churches, and cooperatives operating apartment buildings.



Redress represents an important element in end-user protection and is considered a valuable source of market development for NRAs. Obtained results show that more than half of the Member States have NRAs as bodies that resolve disputes between end-users and ECS providers.

Firstly, BEREC observes that in the dispute resolution process NRAs receive timely information about the problems in the market which helps to establish whether NRAs are able to act proactively to alleviate or eliminate these problems. On the other hand, end-users who experience certain problems while dealing with ECS providers can have more confidence in the dispute resolution process, since experts from the field of electronic communications are involved and certain issues could be highlighted that have not been subject to regulation or enforcement so far, but require (re)consideration from NRAs.

BEREC believes that systematical exchange of experience especially on material aspects in dispute resolution would be a valuable practice among NRAs, sharing best practices, challenges and methods of action, which would certainly be beneficial in solving specific end-user issues resulting in possible legislative initiatives or changes.

## 5. Challenges of full harmonisation of end-user rights and level of discretion to NRA (CA)

*The EECC introduced a clause imposing (as a principle) the full harmonisation of national end-user protection provisions in the electronic communications sector (Article 101(1) of the EECC), hence, this section addresses issues related to it.*

### Current state and challenges

The principle of full harmonisation is clearly outlined in the EECC, but some Member States observed some technological developments since BEREC's last opinion on this subject in 2021, stated that may have an impact on the efficiency of full harmonisation such as a significant increase in fraudulent traffic and scams, blurred lines between sectoral legislation because of the changes in EU legislation and (or) the implementation of, for example, the DSA, the Digital Market Act, and the EAA. Also, new challenges at national level were identified regarding the implementation of the Roaming Regulation, the Gigabit Infrastructure Act, the phasing out of legacy mobile technologies and infrastructure (2G/3G), the phasing out of legacy fixed technologies and infrastructure (copper), the expansion in demand for over-the-top services (such as TV content) and the significant increase of bundled services.

Full harmonisation and its interactions (and sometimes clashes) with established interpretations in the areas of contract and consumer law at national level were identified as a concern. In some instances, it was considered that it rendered existing rights unclear, while in others rights were considered to have been lost. By contrast, another stakeholder sought full harmonisation across the EU.

The EECC, recognising the differences in the market, allows a certain flexibility in the application of the full harmonisation principles established in Article 101(1). Received answers



show that Member States have used their discretionary rights to adapt the provisions to their national circumstances<sup>67</sup>.

Also, some Member States introduced in their national law provisions addressing newly emerging issues and distributing public interest information, in the service provider's communications with end-users, e.g. information about parental control software, protection means against risks for privacy and personal data.

In addition, some Member States noted establishing rules related to the conclusion of distance and off-premises contracts, conditions for providing premium rate services, and detailed information in contract summaries about in-contract price increase clauses and quality parameters. The rules related to the right to terminate the contract during the commitment period without payment of compensation are also stated, especially when operators don't have any proof of the end users intention or agreement to that contract, the right to terminate in the case of a continuous disturbance in the quality of service, in the case of faulty home installation, or end user changes the place of residence (ECS provision place).

It was observed that the Member States in the majority use provisions which mandate shorter maximum contractual commitment periods. As a most common rule, where there is a maximum commitment period of 24 months, offers with a maximum term of 12 months are also required. There are also commitment periods of 7 months and 6 months (for example for contracts which include in-contract price increase clauses).

Switching and porting processes also allow some flexibility, taking into account national circumstances, regarding over-the-air provisioning to facilitate the switching of providers by end-users, a few Member States are working to ensure that the full benefits of OTA provisioning and eSIM technology are used.

A need for end-user protection has been shown also in compensation matters if deadlines specified in law (in switching process or when activating a service) are not met, criteria and procedures for the identification of SMS which are deemed to be fraudulent or potentially fraudulent, suspension of services and contracts and equipment unlocking.

In conclusion, Member States have expressed their concerns that there is a risk posed to achieving the objectives of Article 3 by the full harmonisation provisions of Article 101 of the EECC. That is the reason why a certain level of flexibility remains necessary. In according to their statements, the full harmonisation approach has resulted in the loss of certain elements of consumer protection.

### Future Concerns and Proposals

As a general observation, the results from the NRAs survey indicate that a full harmonisation approach can reduce the level of end-user protection, particularly in Member States that previously provided higher end-user protection before transposing the EECC. This approach may also hinder the ability to respond to new market and technological developments, as Member States could be restricted from introducing enhanced protection related to their

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<sup>67</sup> See Annex II.



specific national circumstances or from applying stricter measures when needed to address emerging issues, as it is prohibited in the EECC.

On the other hand, full harmonisation should be effective in practice. As stakeholder representing end-user views highlighted that harmonisation has not yet been fully achieved across all Member States, despite the requirements set by the EECC.

BEREC believes that the existing level of harmonising end-user rights across the EU provides legal certainty in the sector, ensuring that fundamental principles, rights, and obligations apply equally to all. In addition, Member States must retain a certain level of flexibility to react swiftly to market developments based on their national specifications and circumstances. BEREC urges caution with regard to the use of the 'Country-of-Origin' approach to regulation, as it has the potential to adversely impact end-user protection in some situations. For example, a 'Country-of-Origin' approach could undermine the ability of NRAs (or other CAs) to enforce end-user protection in cases allowing Member States to go beyond the EECC, stemming from national legislation addressing specific market conditions. Notwithstanding the benefits of maximum harmonisation, BEREC emphasises the need for a balanced approach that respects the national regulatory landscape and at the same time ensures consistent and effective end-user protection across the EU.

Over the next three years, new services – such as bundled offers combining ECS, OTT, AI-powered solutions, and streaming services – are expected to grow further. Their impact on end users will also vary depending on national conditions and end-user expectations. Therefore, BEREC anticipates that a degree of flexibility to Member States should be granted when imposing obligations to address these evolving dynamics timely and effectively.

## 6. Conclusions

The electronic communications sector is highly dynamic, evolving rapidly with the introduction of new digital services and innovative ways to use them daily. Streaming platforms and various NI-ICS are increasingly merging with traditional electronic communications, blurring the boundaries between service categories. Therefore, it is essential to consider these developments with regard to end-user protection.

To achieve this goal, it is important to connect all actors in the electronic communication landscape and, when forming joint actions and regulation, take into account the opinions of all relevant participants in the market, as well as regulatory aspects that are not directly related to electronic communications, but still largely affect them and influence the overall experience of using ECSs, such as the accelerated development of AI, which is why all changes must be considered from the aspect of end-user protection.

Well informed end-users use different types of services and expect a certain quality of user experience, simplicity in contracting and using the services, security of personal data and



quick change of operator with effective resolution of potential problems. The importance of mutual exchange of opinions was demonstrated by the workshop BEREC held in April 2024, where the views of end users were heard, as well those of the relevant institutions and stakeholders regarding the existing regulatory framework and the challenges in the future, on which all need to work together. The experiences of various NRAs, either through regulatory action or the resolution of end user complaints, indicate the need for continuous exchange of views in order to ensure the effective implementation and the very purpose of the prescribed rights and obligations at national level. The harmonisation of regulation provides legal certainty within the EU, and on the other hand, it should also take into account the specific national circumstances of each Member State, allowing certain discretionary action, which surely contributes to a high level of end-user protection that BEREC believes should be maintained.

As a general observation, BEREC believes that the EECC provides a robust regulatory framework and basis for end-user protection in upcoming challenges, and by taking into account the aspects listed above, it will be well adapted to the challenges of digital development and trends in the next three years.

Appreciating the data collected from Member States and stakeholders, BEREC in its Opinion determined certain areas that were highlighted through the assessment and that should be taken into account to achieve advanced end-user protection, clarity and fully fulfil the objectives set out in Article 3 of the EECC. Annex I provides a brief overview of the highlighted areas and BEREC's proposals.

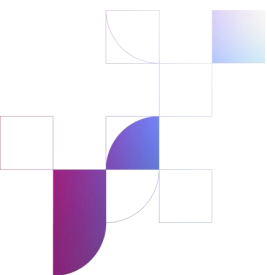


## Annex I

Part of the Opinion	Aspect to consider	BEREC proposal
3.1. Types of services and end-users benefitting from the EECC	Terminology among different pieces of legislation	Prevent disparities in end-user categories terminology across all frameworks.
3.2 Informed Choice	Quality of service ("QoS")	The common quality of service parameters are important elements that must be considered for the purpose of comparison to advance end-user protection.
3.2 Informed Choice	Clarity of rights Simplification of offers	Clearer rights and obligations for ECS providers and end users. New technologies and services will have an impact on clarity and understanding. There is a tendency towards simplification of ECS offers which can improve the understanding and clarity of rights and obligations for both providers and end-users.
3.3.1 Concluding contracts	On-premises contracts in the case of the use of electronic documents	in terms of advancing end-user protection, measures should be considered based on observation of market practices to ensure adequate protection for end-users in the case of the use of electronic documents
3.3.1 Concluding contracts	Availability of the contract summary	In terms of clarity, a necessity to specify the moment the contract summary to be available to enhance the comparability of offers.
3.3.2 During the contract	Quality of experience ("QoE")	Measurement of QoE and publication of information in respect of it, could be considered in terms of advancing end-user protection. Information on QoE may have greater utility and relatability for end-users than information on quality-of-service.



3.3.2 During the contract	Information overload	The volume of information provided to end-users may make it difficult to navigate and usefully consult during the contract where a particular issue arises. See also section 3.3.1 (Concluding the contract). This is an issue to consider in terms of advancing end-user protection.
3.3.2 During the contract	In-contract price increase clauses	These clauses present challenges in terms of competition, affordability, end-user mobility, transparency and comparability. Their usage creates a risk that the objectives set out in Article 3 EECC are not being met. Consideration should be given to this issue in the context of any legislative proposal to amend Title III of Part III EECC.
3.3.3 Terminating the contract and switching	Contract termination	In terms of advancing end-user protection, to consider the issue of in-contract price increase clauses, assess the possibility to reduce the maximum duration term set in Article 105, and extend the maximum length of termination notices in Article 105 (3) EECC to other than fixed duration contracts.
3.3.3 Terminating the contract and switching	Contract termination and numbers	Consider a right for the end-user to re-instate the number if they decide within 30 days after contract termination to activate the service again with the same operator to prevent disparities among Articles granting rights to end-users.
3.3.3 Terminating the contract and switching	Contract termination and bundles	In terms of advancing end-user protection, consider the ability to terminate the bundled service when the service works well, but





		the equipment does not and other legal remedies are inapplicable or not applied.
3.3.3 Terminating the contract and switching	Bundled services	To prevent disparities, align the personal scope, so that the beneficiaries of Article 106 (1) and 107 (1) are the same. Also, address the requirement to submit as many termination requests as there are services subscribed to in a bundle. Address the issues of having different contract duration terms regarding on-ECSs and ECSs in a bundle, if the provider is not able to provide the services separately.
3.3.3 Terminating the contract and switching	eSIM and switching	Consider making it more clear, that end-user protection is also granted in case the ECS is used in IoT solutions
3.3.3 Terminating the contract and switching	2G and 3G switch off	Require allowing end-users to terminate their contracts without incurring any further costs in case of technological changes by the provider that render the end user's terminal equipment obsolete.
3.4 Access to emergency communications	Caller location criteria	Setting specific criteria for the accuracy of caller location in Commission Delegated Regulation (EU) 2023/444 in terms of advancing end-user protection and clarity.
3.4 Access to emergency communications	Delegated Act standardisation	Include relevant standards references, such as TS 103 919 and EN 301 549, in terms of advancing end-user protection.
3.6 Additional facilities	Categories of users benefiting from rights	In terms of advancing end-user protection, adapting user categories that benefit from certain rights, based on



		emerging needs and specific contexts.
3.6 Additional facilities	Mandated measures for better user protection	In terms of advancing end-user protection, consider making Cost control, Itemised billing, and Deactivation of third-party billing measures mandatory.
3.6 Additional facilities	Security and Fraud	Implementing sector-specific rules and harmonised approaches across Member States to combat spoofing and fraud In terms of advancing end-user protection.
3.6 Additional facilities	Articles 88 and 115	Regarding the debate on the differentiation between Articles 88(2) and 115 of the EECC, for the sake of clarity, BEREC proposes consolidating these articles, where feasible, to simplify the regulatory framework
5 Harmonisation		BEREC urges caution with regard to the use of the 'Country-of-Origin' approach to regulation, as it has the potential to adversely impact end-user protection in some situations. Considerations should be assessed evaluating a risk that the objectives set out in Article 3 EECC are not being met (in addressing the challenges in a timely manner) in the context of any legislative proposal to amend Title III of Part III EECC.



## Annex II

Figure 1. NRAs mandates per each Article in Title III of Part III of the EEC

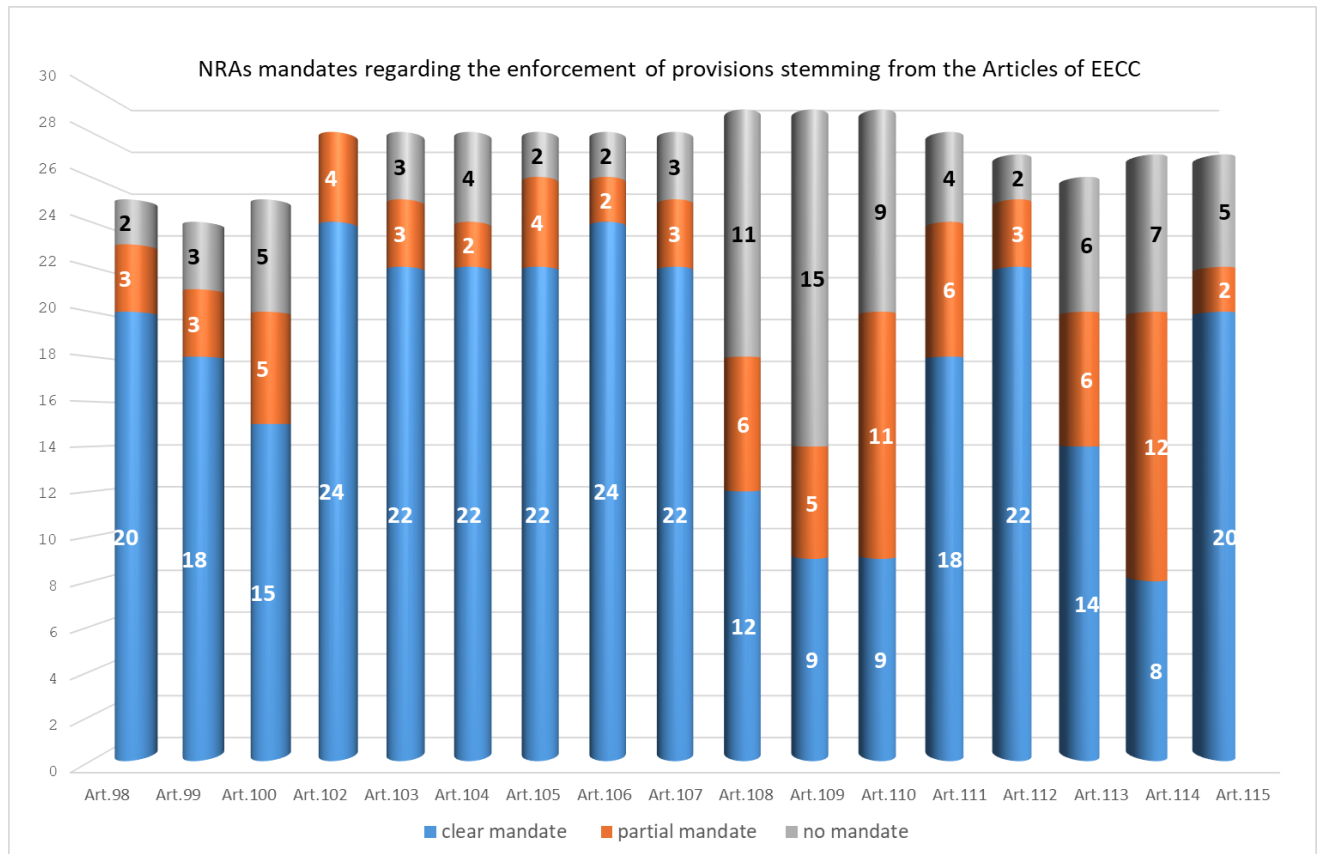


Figure 2. Year of transposition of Title III of Part III of the EECC

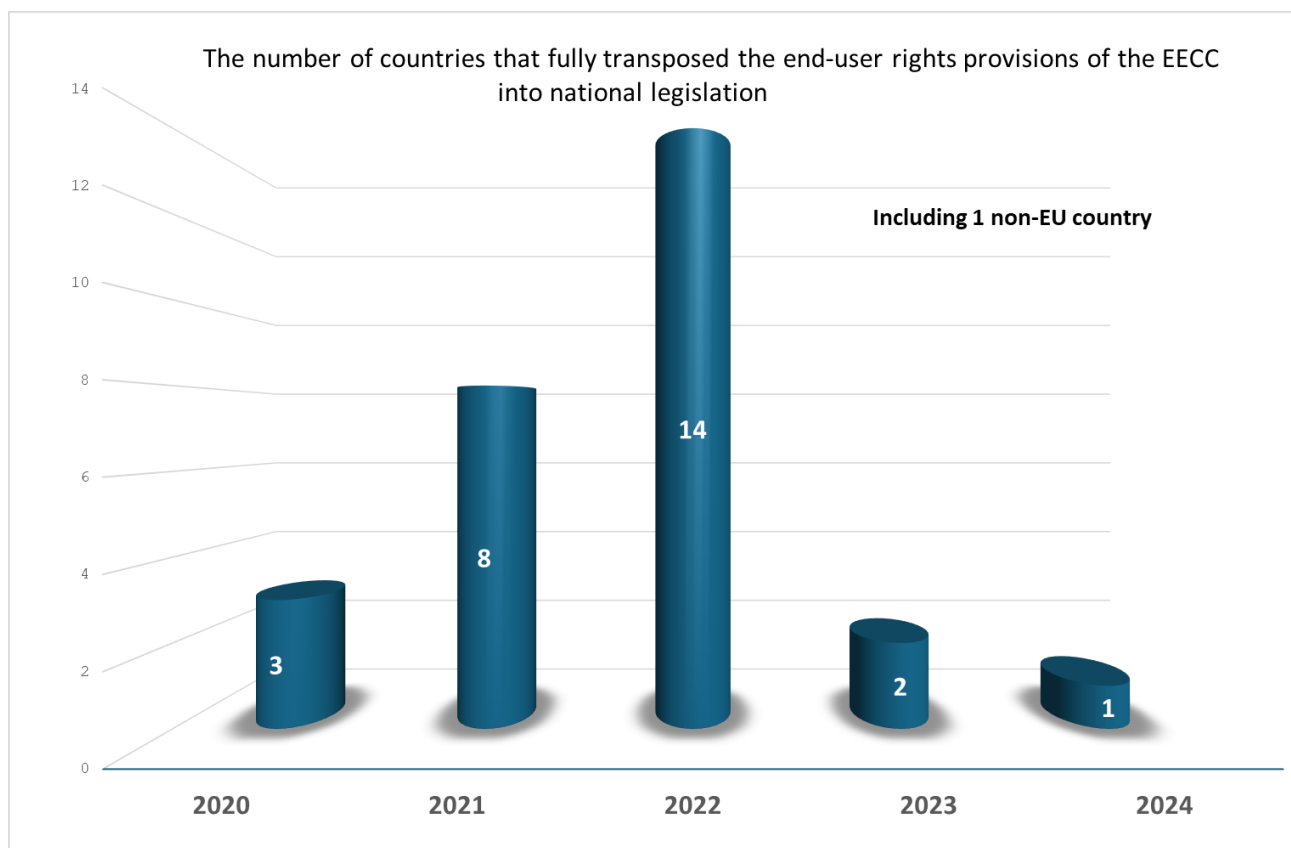
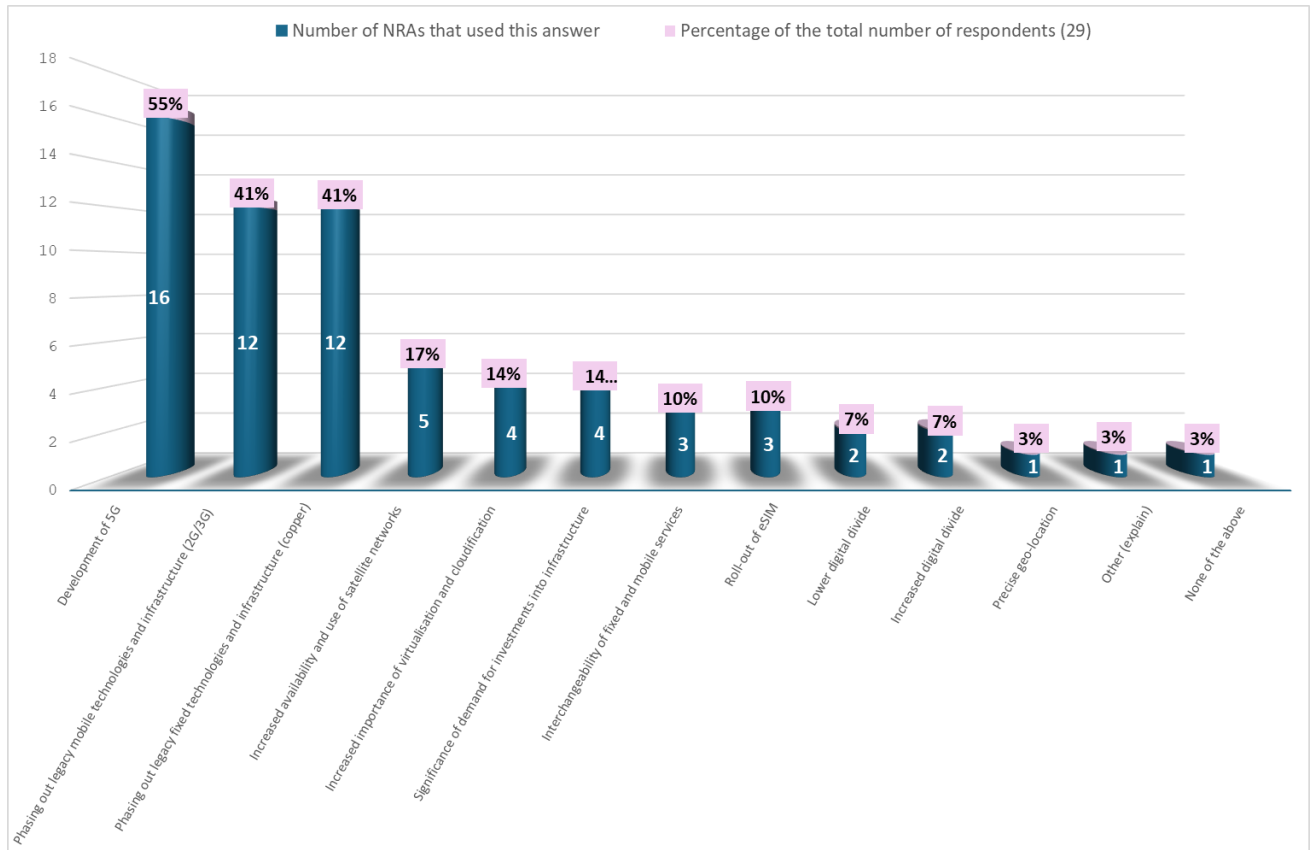


Figure 3. Importance of technological trends and developments



Answers to a question: What do you see as the most important technical developments in general since December 2021, relating to the end-user rights established in T3P3 of the EECC? (Technical developments)

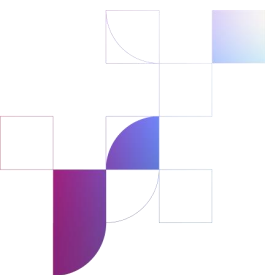
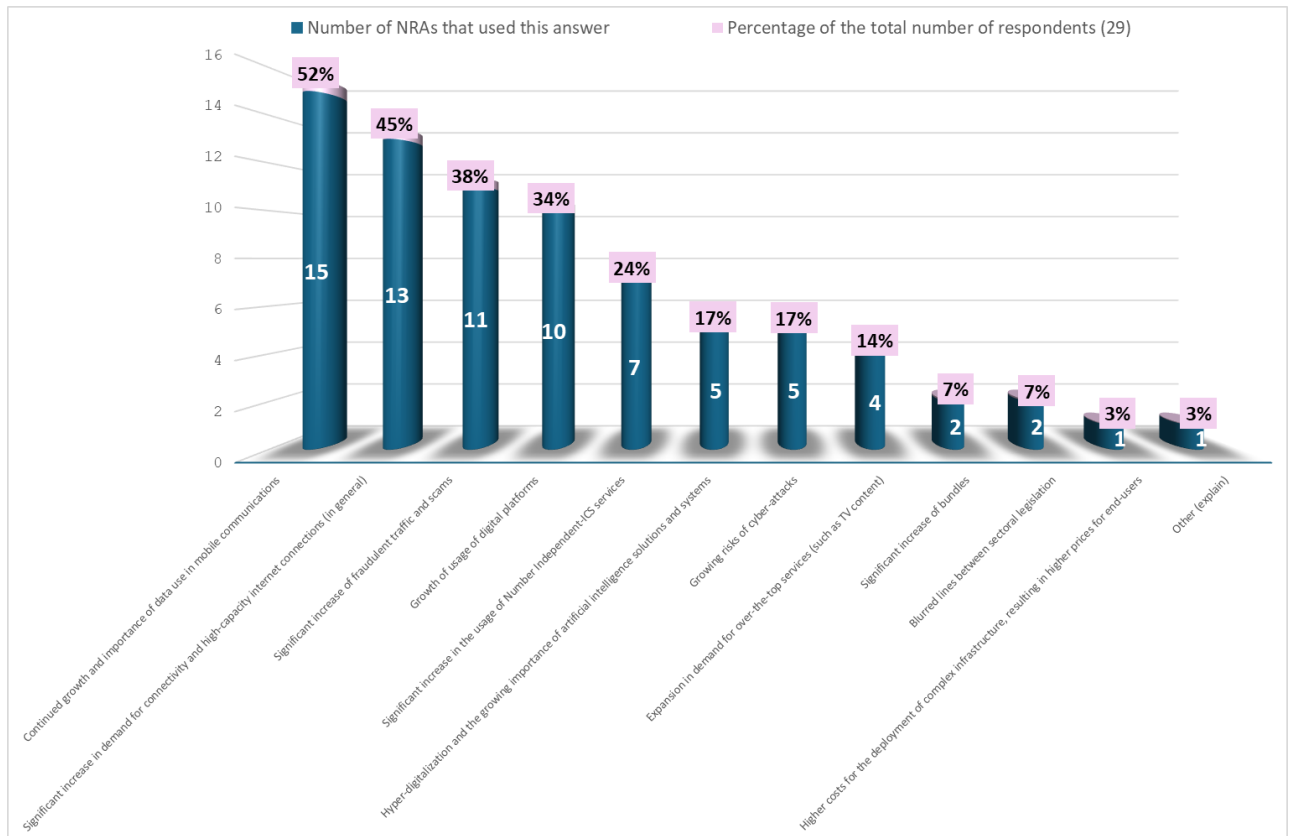


Figure 4. Importance of market trends and developments



Answers to question: What do you see as the most important market developments in general since December 2021, relating to the end-user rights established in T3P3 of the EECC? (Market developments)

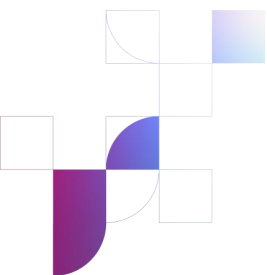
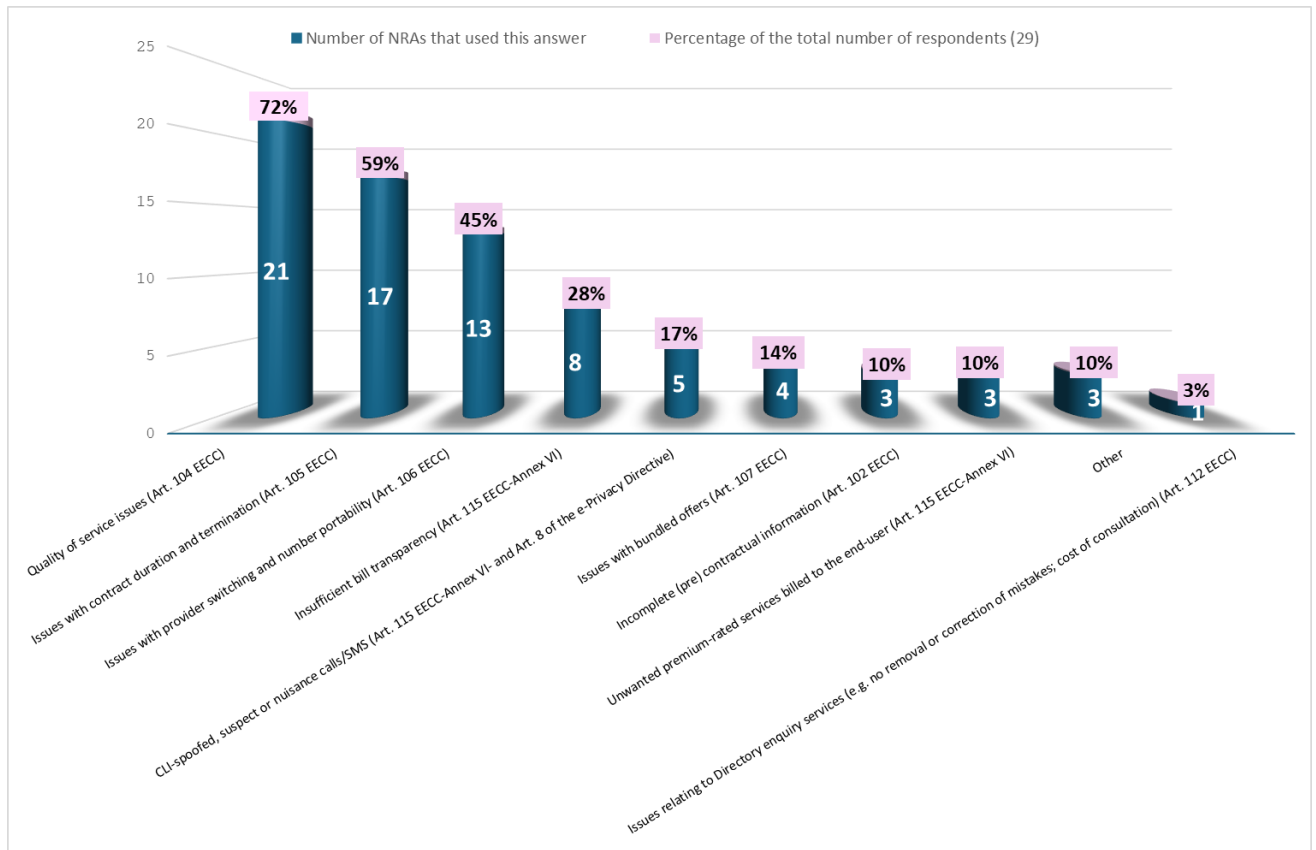


Figure 5. Most common complaints since 2021



Answers to the question: What were the 3 most common complaints regarding issues set out in the EECC that were received and (or) handled within the NRA since 2021 relating to matters covered by Title III of Part III of the EECC?



Figure 6. NRAs competencies to resolve out-of-court disputes

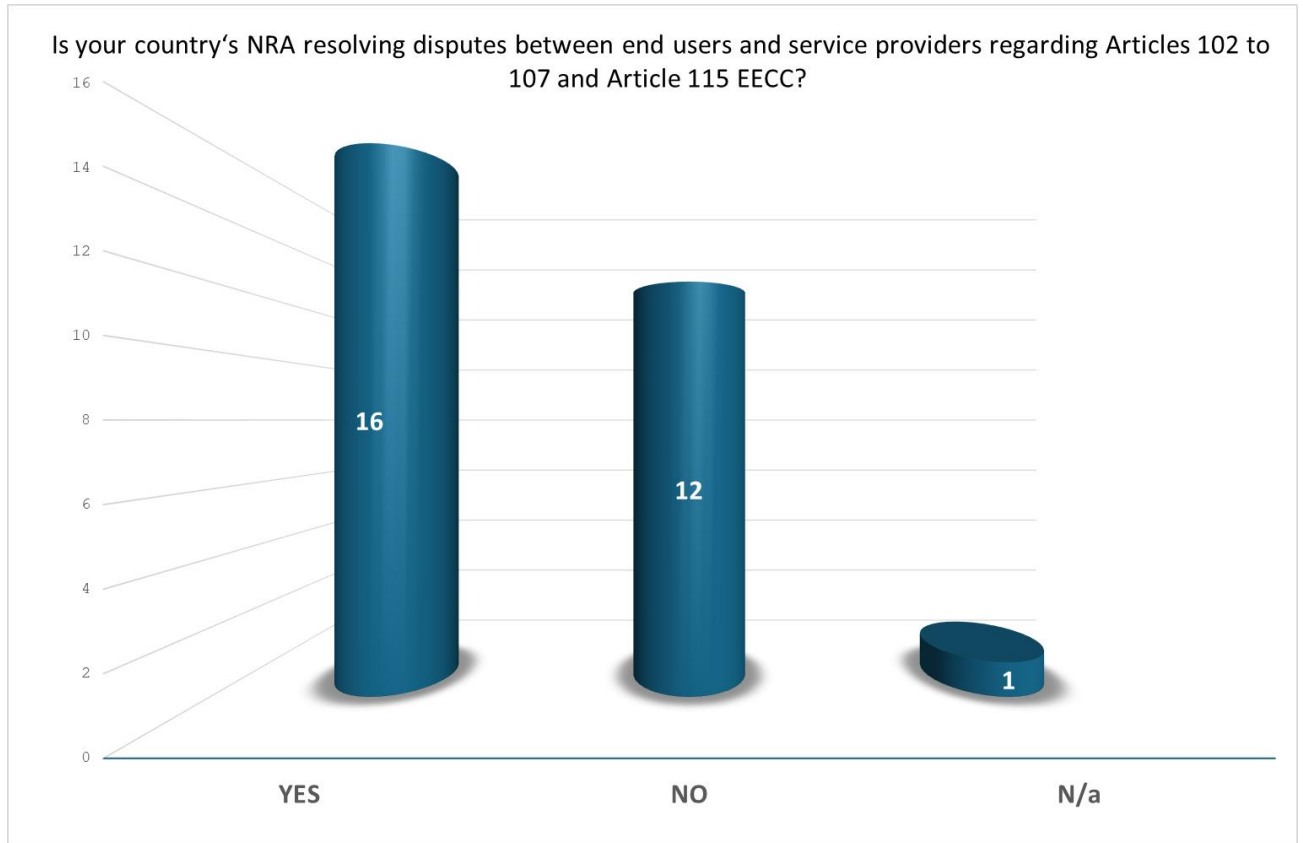


Figure 7. Member States utilisation of rights to introduce additional rules, allowed by the EECC (exceptions from harmonisation)

