

Annex 1

Case Reference	R/E/I/015
Title	Phoenix Communications Pte Ltd's Terms and Conditions
Case Opened	30 January 2002
Case Closed	8 April 2002
Complainant	IDA initiated enforcement proceedings on its own motion.
Respondent	Phoenix Communications Pte Ltd ("Phoenix Comms")
Case Summary	IDA received feedback that Phoenix Comms' Terms & Conditions appeared to contravene the Telecom Competition Code ("Code"), in that Phoenix Comms required customers to settle bills in full while any dispute was being investigated by Phoenix Comms.
IDA's Determination	<p>IDA determined that Phoenix Comms' Terms and Conditions were non-compliant with Section 3.2 and Section 3.2.3.1 of the Code in the following ways:</p> <p>(a) Clause 2 of Phoenix Comms' Terms and Conditions specified that the End User is bound "... to settle the bill in full while any dispute is being investigated by Phoenix Comms". This contradicted Section 3.2.3.1 of the Code, which states that the "End User must pay the undisputed amount of the bill, but must not be required to pay any reasonably disputed amounts pending the resolution of the dispute".</p> <p>(b) Phoenix Comms' Terms and Conditions did not specify that if an End User pays an invoice and subsequently chooses to contest the invoice, he will have no less than one year to do so.</p> <p>(c) Phoenix Comms' Terms and Conditions did not specify that it will conduct a complete and objective review of the End User's complaint and will provide a written response, within 30 days of receiving notification that an End User is contesting a charge.</p> <p>(d) Phoenix Comms' Terms and Conditions did not specify the means by which an End User can avoid suspension of termination of service upon advance notice of any such proposed suspension or termination.</p> <p>(e) Phoenix Comms' Terms and Conditions did not specify the purpose for which End User Service Information ("EUSI") will be used, or that EUSI will not be used for the development or marketing of other goods or services, and that such information will not be provided to affiliates or third parties, unless the End User affirmatively consents as such.</p> <p>IDA issued a letter of warning to Phoenix Comms for their breach of Sections 3.2 and 3.2.3.1 of the Code. During the investigation, Phoenix Comms submitted a revised set of Terms and Conditions to IDA, and IDA determined that this revised set of Terms and Conditions was compliant with the Code.</p>