



IN BRIEF

The Communications and Multimedia Consumer Forum of Malaysia (“**CFM**”) is currently holding a public consultation on the General Consumer Practice Subcode On Opt In Requirements For The Communications And Multimedia Industry Malaysia (“**Draft Subcode**”).

The objective of the public consultation is to collect public opinion on the Draft Subcode, which outlines the Opt In requirements for four key areas of mobile services, they are auto-migration, roaming, direct carrier billing and device care made available by the telecommunications companies, known as service providers (“**service providers**”).

The deadline to make submissions to CFM is by **5.00PM, 28 February 2025 (Friday)**.

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SCOPE AND APPLICATION

The Draft Subcode is part of a broader regulatory framework established under the Communications and Multimedia Act 1998 (“**CMA**”). The four prevailing areas are reflected in an increasing trend of complaints related to mobile services between 2021 to 2024 including:

- (a) Auto Migration (auto upgrade of subscription plans),
- (b) Roaming (include call and data) (roaming bill shock disputes),
- (c) Direct Carrier Billing (DCB) (alternate mobile payment method), and
- (d) Device Care for phone bundle packages offered by the service providers.

The Draft Subcode sets out the provisions for the service providers to address the four key areas, through five parts. The service providers in implementing each part, will be guided by the general principles and specific opt in requirements for auto-migration and value-added services for roaming, direct carrier billing and device care.

The Draft Subcode aims to safeguard consumer rights by establishing clear provisions for service providers in critical areas of mobile services. This is due to the concerns and issues raised by consumers emphasising the need to have the power to make informed decisions, with a clear understanding of the terms and implications before subscribing to any service. The Draft Subcode has outlined principles to ensure transparency, security, and non-deceptive practices, providing consumers with greater control over their mobile service subscriptions.

GENERAL PRINCIPLES AND SPECIFIC OPT IN REQUIREMENTS

In the section below, we set out provisions of the conduct obligation being proposed for the general principles and specific opt in requirements.

Part 1 Introduction	
Introduction	Introductory and Definitional Matters
Objectives	<p>(1) This Subcode aims to promote consumers right by mandating Service Provider to adopt Opt In requirements for Auto-Migration and Value Added Service.</p> <p>(2) Conversely, this Subcode aims to protect Consumer from unfair and non-transparent Opt-In Mechanism that raised ethical concerns and placed unfair burden on Consumer to Opt Out.</p>
Scope	<p>(1) This Subcode shall apply to Service Provider whose Subscriber:</p> <p>(a) is subject to Auto-Migration;</p> <p>(b) is Consumer of Value Added Service;</p> <p>Explanation — Value Added Service includes but not limited to:</p> <p>a) roaming;</p> <p>b) direct carrier billing;</p> <p>c) device care plan;</p> <p>regardless of the terms used for similar products or services in their contract with Subscriber.</p> <p>(2) Service Provider may include other Value Added Service that is not listed in subclause 1.4(1) as part of their services and incorporate other provisions which are not inconsistent with this Subcode.</p>
Compliance with this Subcode	<p>(1) Compliance with this Subcode is mandatory pursuant to the Communications and Multimedia Act 1998.</p> <p>(2) Service Provider shall comply with this Subcode for all new contracts that are entered into, renewed, extended or replaced after an effective date to be announced by the respective Service Provider.</p> <p>(3) Service Provider shall publish this Subcode on their respective websites.</p>
Definitions	<p>In this Subcode, unless the context otherwise requires—</p> <p>“4G” means Fourth Generation of Mobile Networks;</p> <p>“5G” means Fifth Generation of Mobile Networks;</p> <p>“Act” means the Communications and Multimedia Act 1998. Any references to the Act will include any subsequent amendments made to the said Act;</p> <p>“Authentication” means a procedure which allows Service Provider to verify the use or Consumer of a specific service;</p> <p>“Auto-Migration” means the process of shifting a product or service from one platform, environment, or market to another;</p>

	<p>Explanation — Auto-Migration may entail switching a product or service from one plan to a newer plan.</p> <p>“CAPTCHA” means Completely Automated Public Turing Test to tell Computers and Humans Apart;</p> <p>“CFM” means Communications and Multimedia Consumer Forum of Malaysia;</p> <p>“Charge” has the meaning given in subclause 1.4 of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia 2022;</p> <p>“Code” has the meaning given in the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia, being the voluntary industry code prepared under Chapter 1 of Part VIII of the Act;</p> <p>“Code Subject” has the meaning given in subclause 1.4 of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia 2022;</p> <p>“Complaint” has the meaning given in clause 3 of the Commission Determination on the Mandatory Standards for Quality of Service (Customer Service), Determination No. 4 of 2021;</p> <p>“Consent” means any voluntarily and explicitly given, specific, informed and unambiguous indication of the person's wishes, by a statement or by a clear affirmative action, that signifies agreement to the provision of certain services;</p> <p>“Consumer” has the meaning given in subclause 1.4 of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia 2022;</p> <p>“Content” has the meaning given in Part 5 of the Malaysian Communications And Multimedia Content Code 2022;</p> <p>“Device Care Plan” means a mobile device protection plan that allows Consumer to repair, swap or replace their device for any reason, including screen cracks, accidental physical and liquid damage or theft;</p> <p>Explanation —</p> <p>a) The term Device Care includes but not limited to other variation of terminology such as “Phone Care”, “Mobile Care”, etc.;</p> <p>b) This definition excludes devices that are neither purchased directly from Service Provider nor subscribed to under bundle plans.</p> <p>“Direct Carrier Billing” or “DCB” means a type of online mobile payment method that allows Consumer to subscribe or make purchases from a Third Party Vendor and directly charged to their mobile phone bill;</p> <p>“Fixed Recurring Fees” means regular or the same amount of fee is collected by Service Provider from Subscriber in every billing cycle;</p> <p>“IMEI” means International Mobile Equipment Identity;</p> <p>“MCMC” means the Malaysian Communications and Multimedia Commission;</p> <p>“Mobile Number Portability” ” has the meaning given in Part 5.1 of the Malaysian Communications and Multimedia Commission Numbering and Electronic Addressing Plan;</p> <p>“Opt In” means Consumer actively accepts an offer or invitation from Service Provider.</p> <p>Explanation — Opt In typically involves Consumer clicking a checkbox or signing a form to indicate their agreement, or proactively sending a request to Opt In to Service Provider.</p> <p>“Opt-In Mechanism” means a process or method where Consumer is required to give voluntary and explicit consent to accept an offer or invitation from Service Provider;</p> <p>“Opt Out” means Consumer declines an offer or invitation from Service Provider or withdraws a previously made decision to Opt In to that offer or invitation.</p> <p>“OTP” means One-Time-Password;</p>
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	<p>“Pay Per Use” means Consumer pays for a Value-Added Service based on their actual usage, rather than paying a fixed or subscription fee.</p> <p>“Roaming” means a service that allows mobile users to continue to use their mobile phone or other mobile device to make and receive voice calls and text messages, browse the internet, and send and receive emails, while visiting another country;</p> <p>“Service” has the meaning given in subclause 1.4 of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia 2022;</p> <p>“Service Provider” means the Code Subject who exercises Auto-Migration or provides Value Added Service to their Consumer;</p> <p>“SMS” means Short Message Service;</p> <p>“Spend Limit” means any ceiling amount established in the supply of Value-Added Service to the Consumer.</p> <p>“Subcode” means this Subcode as may be revised from time to time;</p> <p>“Subscriber” has the meaning given in subclause 1.4 of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia 2022;</p> <p>“Subscription Based Value Added Service” means a Value-Added Service in which customers are charged a recurring fee for a fixed or continuous duration (excluding a one-off purchase), to be paid monthly, weekly or daily, for access to the Value Added Service;</p> <p>“Suspension” has the meaning given in subclause 1.4 of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia 2022;</p> <p>“Third Party Vendor” means vendor who charges the payment for the acquisition, purchase or subscription of services made by Consumer using Direct Carrier Billing;</p> <p>“Value Added Service” means additional Service that may be acquired or used by Subscriber for an additional subscription fee or charge.</p> <p>Explanation — Value Added Service adds value to the existing service provided by Service Provider and can make a significant contribution to Service Provider's revenue.</p> <p>“Value Added Service Fee” means the monthly, weekly or daily recurring fee, charges or other sums for any Value-Added Service, which will be in addition to the Fixed Recurring Fees;</p> <p>“Working Day” has the meaning given in subclause 1.4 of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia 2022.</p>
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Justification

Part 1 Introduction is inserted to provide the basic introductory aspects crucial in drafting regulations including the objectives, scope, compliance and definitions of key features and phrases in the Draft Subcode. They are Auto-Migration, Roaming Direct Carrier Billing, Device Care Plan, Pay Per Use, Subscription Based Value Added Service and Value-Added Service.

Part 1 Introduction

Question

Are the concerns related to Compliance with this Subcode adequately addressed?



Are the definitional issues related to Auto-Migration, Roaming Direct Carrier Billing, Device Care Plan sufficiently addressed?

Are the definitional issues related to Pay Per Use, Subscription Based Value Added Service and Value-Added Service adequately addressed?

Comments/ Suggestions for Part 1 Introduction

Part 2 General Principles of Opt In Requirements

Principles	Key Features of the Principles
Transparency	<p>(1) Voluntary and Explicit Consent: Consumers must have the freedom to Opt In by providing prior informed consent through clear, specific actions. Consumer must fully understand what they are consenting to, the commitments involved, and the implications of their decision. Explanation — Recommended methods for obtaining explicit consent may include:</p> <ul style="list-style-type: none"> a) using a button for payment-confirming service orders; b) clicking an "Order with Costs" button online; c) clicking a confirmation button on a website; d) requiring a direct call from the user for subscription; e) redirecting Consumer to the mobile operator for oral confirmation. <p>(2) Effective Opt In Methods: Consumer must be able to Opt In through effective Opt-In Mechanism that ensure prior informed consent. Explanation — These methods must include, but are not limited to:</p> <ul style="list-style-type: none"> a) Oral consent to Opt In; b) Opt In boxes; c) links or buttons; d) Yes/No options; e) preference dashboards; f) consent banners. <p>(3) Non-Deceptive Practices: Consumer must not be subjected to deceptive practices to obtain their consent to Opt In. Explanation — This includes using pre-ticked checkboxes, misleading language, or cookie walls that obscure true consent options.</p> <p>(4) Opportunity to Review: Consumer must be given the opportunity to read and understand the information and instructions about Opt In process. Consumer must also have the opportunity to ask questions before deciding to Opt In.</p>
Accuracy	<p>The key features of accuracy principle in Opt In requirements are as follows:</p> <p>(1) Provision of Accurate Information: Consumer must be given clear, comprehensive, and accurate information before they are asked to decide to Opt In. Explanation — This information must include, but is not limited to:</p> <ul style="list-style-type: none"> a) Service Details: A detailed description of the including benefits, features, and any associated costs; b) Terms and Conditions: Clear and understandable terms and conditions that outline the commencement and the expiry of the contracts, as well as the obligations and rights of both Consumer and Service Provider. c) Opt Out Process: A clear explanation of how Consumer can Opt Out, including any timelines or requirements they must follow.
Comprehensiveness	<p>The key features of comprehensiveness principle in Opt In requirements are as follows:</p>

	<p>(1) Variety of Options: Consumer must be given a range of Opt In methods to accommodate their diverse preferences and needs. Explanation — These methods must include, but are not limited to:</p> <p>a) Digital Methods: Options such as checkboxes, toggle switches, and consent buttons on websites and mobile applications;</p> <p>b) Communication Channels: Providing Opt In options via various channels, including SMS or any appropriate means of communication, email, and consumer service calls, ensuring accessibility for all Consumer;</p> <p>c) Written Agreements: Allowing Consumer the option to provide written consent through forms or contracts that clearly outline their choices.</p> <p>(2) No Limitations on Access: Consumer within the same class of eligible Consumer must not be limited in their access to Opt-In Mechanism based on their subscription type or service plan. Consumer within the same limited class of eligible Consumer must have equal access to these choices.</p> <p>(3) Multi-Language Support: Opt In methods must be available in the language preferred by Consumer, based on the languages offered by Service Provider.</p> <p>(4) Security Measures: Consumer who Opt In via electronic messaging or internet (or any other platform) to be delivered to mobile phones must be protected by trusted security measures. Explanation — Trusted security measures include but not limited to CAPTCHA or OTP.</p>
Accessibility	<p>The key features of accessibility principle in Opt In requirements are as follows:</p> <p>(1) Equal Access for All Consumer: Consumer must be able to access Opt In options without discrimination, providing equal opportunities for every individual, regardless of their circumstances.</p> <p>(2) Support for Consumer with Special Needs: Consumer with special needs must be given suitable prompt and easy access to assistance for Opt In. Explanation – Consumer with special needs include elderly person and person with disabilities. ILLUSTRATION – Assistance for Opt In such as using simple instructions multi-language supports, braille or helpline to assist the illiterate, blind, deaf, or mute Consumer.</p> <p>(3) Opt-In Mechanism: All Consumers must have access to Opt-In Mechanism at no cost. The Opt-In Mechanism must be swift and hassle-free.</p> <p>(4) User-Friendly Design: Opt-In Mechanism interfaces must be designed with Consumer experience in mind. This includes intuitive layouts, prominent placement of options, and minimal steps required to complete the process.</p> <p>(5) User Education: Consumer must be actively educated about their Opt In rights and the procedures available. Explanation — Consumer education can be delivered through Frequently Asked Questions (FAQs), instructional videos, and clear communication in promotional materials.</p>
Notification	<p>The key features of notification principle in Opt In requirements are as follows:</p> <p>(1) Regular and Adequate Reminders: Consumer must be given adequate, regular, and timely notifications regarding Opt In options. Notifications must specifically remind Consumer about the end of any free trial period and inform them of any upcoming charges. Explanation — The appropriate frequency for the notifications or reminders may be daily, weekly, or monthly, based on Consumer preferences and engagement levels.</p>

	<p>(2) Communication Channels: Consumer must be able to receive notifications about Opt In opportunities through appropriate channel of communication to maximize reach and effectiveness.</p> <p>Explanation — These channels must include, but are not limited to:</p> <ul style="list-style-type: none"> a) Email: Regular updates and reminders sent directly to Consumer's inboxes; or b) SMS or any appropriate means of communication: Text message alerts for immediate visibility; or c) In-App Notifications: Alerts within mobile applications to reach users actively engaged with the service. <p>(3) Content of Notification: Notification given to Consumer must include clear and concise information about Opt In.</p> <p>Explanation — Information such as:</p> <ul style="list-style-type: none"> a) The nature of the service being offered; b) The specific date and time when Opt In period ends; c) A clear call-to-action to Opt In; d) Information about any charges that will apply if Consumer choose to opt in.
Clarity	<p>The key features of clarity principle in Opt In requirements are as follows:</p> <ul style="list-style-type: none"> (1) Clear Information: Consumer must be provided with information related to Opt In in a clear and conspicuous manner using plain language that avoids jargon and is easily understandable by all Consumer. (2) Clear Instructions: Consumer must be guided throughout Opt In process with clear, step-by-step instructions. This guidance must include information on how to change their preferences at any time. (3) Clarity of Consequences: Consumer must be given specific, and clear explanations about the implications of Opt In. (4) Separate Consent for Different Services: Consumer must be asked to give separate Opt In consent for different Service to ensure Consumer have control in giving consent to Opt In.
Consumer Autonomy	<p>The key features of Consumer autonomy principle in Opt In requirements are as follows:</p> <ul style="list-style-type: none"> (1) Freedom to Opt In: Consumer must be given the freedom to Opt In by explicit consent. (2) Presumption of Non-Consent: Consumer are assumed to have not consented unless they actively Opt In. (3) No Automatic Opt-In During Free Trials: Consumer must not be opted in under the pretext of a free trial periods. (4) Right to Opt Out: Consumer who Opt In must be given the right to Opt Out without any future obligations.

Justification

Part 2 General Principles of Opt In Requirements are drafted to highlight significant principles in strengthening the consumer protection related to the following aspects:

1 Transparency principle is aimed at building consumer trust by ensuring that Consumer can make informed decisions to Opt In.

2 Accuracy principle is aimed at providing accurate information and instructions to Consumer, ensuring that Consumer are well-informed when making decisions to Opt In.



3 Accessibility principle is aimed at practising Opt-In Mechanism that enhance Consumer right to information and by using digital or non-digital platform that ensure inclusive, fair and non-discriminatory treatments to all Consumer.

4 Notification principle is aimed at implementing robust notification practices that enhance transparency, empower Consumer to make informed choices, and Service Provider to foster a positive relationship with their Consumer.

5 Clarity principle is aimed at enhancing Consumer understanding, reduce confusion, and ensure that decisions to Opt In are made with full awareness of their implications.

6 Consumer Autonomy principle is aimed at empowering Consumer to choose and to decide/determine the product or service that best suits them, establishing stronger relationships between Service Provider and Consumer, and enhancing Consumer satisfaction and overall experience based on trust and mutual respect.

Part 2 General Principles of Opt In Requirements

Question

Are the general principles sufficient to protect the consumers for Opt In Requirements?

Is the provision related to Clarity for Separate Consent for Different Services provide adequate protection for the consumers?

Comments/ Suggestions for Part 2 General Principles of Opt In Requirements

Specific Opt In Requirements

Part 3 Opt In Requirements For Auto-Migration

Specific Requirements	Service Providers Operations and Duties
Auto-Migration	<p>(1) Service Provider may exercise Auto-Migration not limited to one or more of the following purposes:</p> <ul style="list-style-type: none"> (a) sunsetting the existing products or services; (b) upgrading subscription plans; (c) improving existing services; (d) ensuring continuity of services for Subscriber; (e) ensuring regulatory compliance; (f) enhancing capabilities; (g) enhancing efficiency; (h) giving greater flexibility (i) any future plans or services. <p>(2) Prior to exercising Auto-Migration, Service Provider shall disclose to Subscriber the reasons for the Auto-Migration.</p> <p>Explanation — The reasons for Auto-Migration include but not limited to the following challenges faced by Service Provider that necessitate Auto-Migration:</p> <ul style="list-style-type: none"> a) end of life for a product, system or equipment; b) cessation of service; c) system limitation; d) legacy plan or outdated plan; e) limited scalability; f) maintenance costs; g) regulatory requirements.

Opt-In Mechanism for Auto-Migration	<p>(1) Service Provider shall not exercise Auto-Migration without obtaining Subscriber prior informed consent to Opt In if the Auto-Migration has the effect of increasing more than twenty (20) percent of subscription fees or variation of rate in the new product or service plan, or require specific action from Subscriber.</p> <p>Explanation —</p> <p>a) The requirements under subclause 3.2 must be exercised in accordance to subclause 4.5 of the Code;</p> <p>b) Service Provider is required to give additional notification to Subscriber who are unresponsive to the notification to Opt In Auto-Migration.</p> <p>(2) Service Provider shall give an option to Subscriber to Opt Out from Auto-Migration by:</p> <p>(a) changing to another on the shelf service offered by Service Provider (if any); or</p> <p>(b) unsubscribing the service (including early termination of service) before the Auto-Migration without any penalty incurred.</p> <p>Explanation — Subscriber who is affected by Auto-Migration must be:</p> <p>(a) given the right to Opt Out from Auto-Migration at any time</p> <p>(b) promptly notified about their right to Opt Out from Auto-Migration within applicable termination timeframes. This notification should clearly state the deadline for Opt Out.</p> <p>(c) able to Opt Out before Auto-Migration begins through a straightforward Opt-Out process with clear instructions on how Subscriber can Opt Out.</p>
Exception to Opt In requirements — Dispensation of Prior Informed Consent	<p>(1) Notwithstanding subclauses 2.7(2) and 3.2 of the Subcode, Service Provider may exercise Auto-Migration without obtaining Subscriber's prior informed consent, subject to the following conditions:</p> <p>(a) the Auto-Migration will provide better value at similar and/or lower charges or cheaper services, or other outcomes deemed beneficial and advantages to Subscriber; and</p> <p>(b) there is no service interruption or only minor service interruptions during the Auto-Migration process.</p> <p>(2) Service Provider shall whenever is possible and deemed practical, allow Subscriber whose prior informed consent is not obtained prior to Auto-Migration to Opt Out from Auto-Migration and/or switch back to original subscription without any changes to the terms and conditions of the contract.</p>
Service Provider Duties	
Mobile Number Portability	<p>Service Provider shall facilitate Mobile Number Portability for Subscriber who Opt Out of Auto-Migration and decide to change their Service Provider. Sufficient notification of the upcoming Auto-Migration must be issued to Subscribers before it is affected.</p>
Auto-Migration Notifications	<p>Service Provider shall notify Subscriber about the effective date of the Auto-Migration and inform the Subscriber of any changes that will occur to their services.</p> <p>Explanation — Notifications can be sent via SMS or any appropriate means of communication.</p>
Information on Benefits and Additional Value of Auto-Migration	<p>Service Provider shall highlight additional benefits and additional value that Subscriber can enjoy by opting in Auto-Migration.</p>
Customer Relations	<p>Service Provider shall equip their customer service officers with sufficient knowledge and understanding of Auto-Migration process, empowering them to immediately resolve any complaints related to Auto-Migration.</p>



Mitigating Service Disruptions	Service Provider shall take the necessary mitigation steps to minimize the impact of potential errors or service disruptions during Auto Migration.
Subscriber Follow-Up	Upon completion of Auto-Migration, Service Provider shall ensure Subscriber's continued satisfaction of the migrated services or plans based on their feedback.

Justification

Part 3 Opt In Requirements for Auto-Migration are introduced to address complaint issues lodged by consumers between the year 2021 to 2024. This area received the highest complaints related to mobile services including unauthorized (non-consensual) Auto-Migration and unauthorized plan change leading to escalating charges and service disruptions.

Part 3 Opt In Requirements for Auto-Migration

Question

Are the issues related to Auto Migration sufficiently addressed?

Are the concerns related to Opt-In Mechanism adequately addressed whereby Service Provider shall not exercise Auto-Migration without obtaining Subscriber prior informed consent to Opt In if the Auto-Migration has the effect of increasing more than twenty (20) percent of subscription fees or variation of rate in the new product or service plan, or require specific action from Subscriber?

Are the issues related to the mobile number portability, mitigation service disruptions and subscriber follow-up sufficiently addressed?

Comments/ Suggestions for Part 3 Opt In Requirements for Auto-Migration

Specific Opt In Requirements

Part 4 –Opt In Requirements For Value-Added Service

Chapter I – General Requirements

Specific Requirements	Service Providers Operations and Duties
Consumer Authentication Message	(1) Service Provider who enables its Consumer to Opt In for Value Added Service via electronic messaging or internet (or any other platform) to be delivered to mobile phones, shall send an authentication notification message to Consumer by SMS or any appropriate means of communication.
Renewal Confirmation Message	(1) Service Provider who provides Subscription Based Value Added Service in which the subscription is automatically renewed at the end of every subscription period (unless Consumer takes action to Opt Out from the service), shall upon automatic renewal of the Value-Added Service, send a renewal confirmation message to Consumer by SMS or any appropriate means of communication. (2) Service Provider who provides Subscription Based Value Added Service in which the subscription is subject to request for renewal at the end



	of every subscription period, shall upon receipt of a Consumer's request to renew the Value-Added Service, send a renewal confirmation message to Consumer by SMS or any appropriate means of communication.
Providing Opt-Out Mechanism	<p>(1) Service Provider who provides Subscription Based Value Added Service in which the subscription is:</p> <p>(a) automatically renewed at the end of the subscription period; or</p> <p>(b) for a fixed or continuous duration until terminated by Consumer, shall provide an Opt-Out Mechanism to enable Consumer to Opt Out from Value Added Service at any time during the subscription.</p> <p>(2) Whenever Consumer Opt Out from Subscription Based Value Added Service pursuant to subclause 4.3(1), Service Provider shall send an Opt Out confirmation message to the Consumer within 1 Working Day of receipt of the request to Opt Out.</p> <p>(3) Service Provider whose Consumer has requested to Opt Out from Subscription Based Value Added Service, shall:</p> <p>(a) stop supplying the the Subscription Based Value Added Service as quickly as possible upon receipt of the request by Consumer, unless Service Provider is unable to stop supply within that time due to matters beyond its reasonable control;</p> <p>(b) from receipt of the request to Opt Out, not charge any new Value-Added Service Fee to Consumer's account in respect of the opted out Subscription Based Value Added Service, PROVIDED this subclause is without prejudice to:</p> <p>(i) Service Provider's right to charge for the opted out Subscription Based Value Added Service until the next billing cycle;</p> <p>(ii) the minimum contract duration that has been agreed between Service Provider and Consumer.</p> <p>Explanation — Subclause 4.3 is not applicable to roaming pass or any other one time off purchase of Value-Added Service.</p>

Justification

Part 4 –Opt In Requirements for Value-Added Service: Chapter I – General Requirements focused on combined issues for three areas related to Roaming, Direct Carrier Billing and Device Care Plan. They are Consumer Authentication Message, Renewal Confirmation Message and Providing Opt-Out Mechanism. These areas are part of the concerns emphasised by the consumers.

Part 4 –Opt In Requirements for Value-Added Service Chapter I – General Requirements

Question

Are the issues related to the consumer authentication message sufficiently addressed?

Are the issues related to Consumer Opt Out from Subscription Based Value Added Service sufficiently addressed when Service Provider shall send an Opt Out confirmation message to the Consumer within 1 Working Day of receipt of the request to Opt Out?

Are the issues related to the Service Provider whose Consumer has requested to Opt Out from Subscription Based Value-Added Service, shall stop supplying the Subscription Based Value-Added Service as quickly as possible upon receipt of the request by



Consumer, unless Service Provider is unable to stop supply within that time due to matters beyond its reasonable control is adequately addressed?

**Comments/ Suggestions for Part 4 –Opt In Requirements for Value-Added Service:
Chapter I – General Requirements**

Part 4 –Opt In Requirements For Value-Added Service

Chapter II – Specific Requirements for Roaming Services

Specific Requirements	Service Providers Operations and Duties
Roaming Services	<p>(1) Roaming service enables Consumer to continue using their mobile phone seamlessly to access apps, the internet and other services outside their home network's coverage area i.e. when they are no longer in Malaysia. Explanation — Roaming service are either for daily use or in-flight roaming that include:</p> <p>a) Voice calls: Making and receiving calls to or from home country, visited country or a third country, while abroad.</p> <p>b) SMS or any appropriate means of communication: Sending and receiving text messages to or from home country, visited country or a third country, while abroad.</p> <p>c) Data: Browsing internet, social media sites, emails and etc. while abroad.</p> <p>(2) The call roaming may cover incoming calls and outgoing calls within the visited country, to Malaysia, to other countries.</p>
Opt-In Mechanism	<p>(1) Consumers may Opt In for Pay Per Use roaming service by enabling or activating data roaming service on their mobile device at any time and may Opt Out by disabling or deactivating the data roaming service on their device at any time.</p>
Disclosure of Limitations of Service	
Roaming Service Availability and Coverage:	<p>Roaming services are subject to specific limitations, with availability varying depending on location and network partnerships. Roaming is not available while traveling over international waters, except when the flight or cruise operator provides Wi-Fi services. Additionally, roaming services are only accessible in selected countries and through specific roaming partners' networks. The availability of data network coverage also depends on the individual network operator in each country, and it is provided "as is", with no guarantees of service quality or access to advanced networks like 4G or 5G in all roaming locations.</p>
Data Usage and Charges	<p>Consumer who uses roaming services without a roaming pass may be subject to Pay Per Use data charges. Consumer may purchase a roaming pass from Service Provider to use data services on the network of the preferred roaming partner.</p>
Terms of Use for Roaming Passes and Service Access	<p>The use of roaming passes is conditional upon the availability and terms of access set by the relevant network operator. The specific conditions of roaming passes, including data service access, are determined by the partner network operator in the country the Consumer are roaming in. Additionally, Service Provider unable to guarantee the availability of high-speed data (such as 4G or 5G) in all roaming destinations.</p>
Service Provider Duties	
Notifications and Alerts	<p>Service Provider shall notify Consumer to ensure they are aware of their roaming service status and charges. These include notifying consumers</p>

	when a 1-day data roaming pass is automatically activated and providing sufficient warnings before the roaming service expires.
Prevention of Bill Shock	Service Provider shall take necessary measures to help Pay Per Use roaming service Consumer avoids bill shock. Explanation – (a) The necessary measures under subclause 5.4(1) include but not limited to providing Spend Limit for data roaming; (b) Spend Limit for call roaming and SMS roaming is subject to technical feasibility and Service Provider's arrangement with roaming partner; (c) Service Provider as and when it is technically feasible is encouraged as a matter of best practice to deactivate voice mail during roaming service by default.
Clear Communication and Guidance	Service Provider shall provide basic information on roaming, including how to activate roaming, the eligible countries for roaming passes, how multi-country roaming works, and how to manage data usage while roaming. Service Provider shall advise Consumer on deactivating roaming to prevent unintended charges, especially for those near international borders.
Transparency and Cost Awareness	Service Provider shall inform Consumer about the roaming charges. Service Provider is required to implement safeguards by disconnecting roaming service when usage thresholds are reached.
Ongoing Updates and Consumer Education	Service Provider shall inform Consumer of any changes to roaming terms and tariffs. All proposed changes to roaming services and terms must be published on their website, ensuring Consumer is kept up to date.

Justification

Part 4 –Opt In Requirements for Value Added Service: Chapter II – Specific Requirements for Roaming Services underline the consumer concerns on billing dispute, overcharging, roaming services and service transparency. These matters are revealed in the consumer complaints report between the year 2021 to 2024.

Part 4 –Opt In Requirements for Value-Added Service Chapter II – Specific Requirements for Roaming Services

Question

Are the issues related to roaming adequately addressed in the provisions?

Are the issues related to Opt-In Mechanism sufficiently addressed whereby Consumers may Opt In for Pay Per Use roaming service by enabling or activating data roaming service on their mobile device at any time and may Opt Out by disabling or deactivating the data roaming service on their device at any time?

Are the issues related to Prevention of Bill Shock adequately addressed whereby Service Provider shall take necessary measures to help pay per use roaming service Consumer avoids bill shock include but not limited to providing Spend Limit for data roaming and call/SMS roaming with the latter subject to technical feasibility and commercial arrangement with Service Provider's roaming partner?

Are the concerns related to Transparency and Cost Awareness sufficiently addressed whereby Service Provider shall inform Consumer about the roaming charges and required

to implement safeguards by disconnecting roaming service when usage thresholds are reached?

Comments/ Suggestions for Part 4 –Opt In Requirements for Value-Added Service: Chapter II – Specific Requirements for Roaming Services

Part 4 –Opt In Requirements For Value-Added Service

Chapter III - Specific Requirements for Direct Carrier Billing

Specific Requirements	Service Providers Operations and Duties
Direct Carrier Billing	<p>(1) DCB is an alternative form of mobile payment method besides mobile wallet or debit/credit card payment for the purchase or subscription of Consumer services or digital content. Explanation — Digital content includes but not limited to app purchases, in-app transactions, and subscriptions to streaming services.</p> <p>(2) DCB requires Consumer to create an account directly with Third Party Vendor, but whose sales services are charged directly to a Consumer's mobile bill. Explanation — Sales of services include both in physical and digital forms that are offered in physical store or in an online platform such as Google Play Store, Apple App Store and Huawei App Gallery, etc.</p> <p>(3) DCB gives more payment options for Consumer who are paying for services that are subscribed or purchased from Third Party Vendor. Explanation — DCB enables Consumer to charge purchases to their mobile phone bills.</p> <p>(4) DCB may be offered to Consumer as a mobile payment solution allowing users to buy digital content or services by adding the charges to their phone bills.</p>
Opt-In Mechanism	<p>(1) DCB will only commence once Consumer opt-to pay for the purchase of products or services from Third Party Vendor using DCB. Consumers have the option to opt for payment via DCB either as a one-off payment or recurring (regular) payments. Service Provider shall facilitate Consumer who requests to stop DCB through the Service Provider platforms.</p>
Disclosure of Limitations of Service	
Transaction Limits and Restrictions	<p>Service Provider may impose limitations on the DCB transaction amounts that can be charged to Consumer's account. Explanation — These limitations may include both Spend Limit on the total transaction amount per individual purchase and a restriction on the number of transactions allowed per day.</p>
Limited Support from Third Party Vendors	<p>Not all Third Party Vendors or digital platforms support DCB, which can limit the usability of this payment method in certain contexts. Consumer may find that certain digital sellers or services do not offer the option to use DCB, restricting the variety of purchases that can be made using this payment method.</p>
Challenges with Refunds and Compensation	<p>Refunding transactions made via DCB can be complex, and some Third Party Vendors may not provide an easy or transparent refund process. This could lead to difficulties for consumers if they seek a refund for purchases made through DCB. Additionally, there is often no clear compensation mechanism in place if issues arise with a transaction, leaving Consumer with limited recourse if something goes wrong.</p>



Justification

Part 4 –Opt In Requirements for Value Added Service: Chapter III - Specific Requirements for Direct Carrier Billing accentuate consumers issues related to DCB as reported in the complaints between the year 2021 to 2024. These issues are unauthorized transactions, billing disputes, fraudulent transactions and service termination issues.

Part 4 –Opt In Requirements for Value-Added Service Chapter III - Specific Requirements for Direct Carrier Billing

Question

Are the issues related to Direct Carrier Billing (DCB) adequately addressed in the provisions?

Are the issues related to Transaction Limits and Restrictions sufficiently addressed when Service Provider may impose limitations on the DCB transaction amounts that can be charged to Consumer's account, and these limitations may include both Spend Limit on the total transaction amount per individual purchase and a restriction on the number of transactions allowed per day?

Comments/ Suggestions for Part 4 –Opt In Requirements for Value Added Service: Chapter II – Specific Requirements for Direct Carrier Billing

Part 4 –Opt In Requirements For Value-Added Service Chapter IV - Specific Requirements for Device Care Plan

Specific Requirements	Service Providers Operations and Duties
Device Care Plan	<p>(1) Device Care involves maintenance and optimization practices that allow Consumer to request for their device to be repaired, swapped or replaced.</p> <p>(2) Device Care plan insures any new or existing devices purchased from the Service Provider or third parties against the cost of repair or replacement for lost or accidental damage.</p> <p>(3) Device Care plan provides coverage against faulty products and specific types of loss or damage to Consumer mobile phones that may not be covered by the manufacturer's warranty.</p> <p>ILLUSTRATION</p> <p>Device Care may cover the following risks:</p> <ul style="list-style-type: none"> a) Accidental damage; b) Attended Theft; c) Mechanical & electrical malfunction; d) Unauthorized usage. <p>(4) Service Provider may include SIM-enabled wearable devices like smart watch, tablet, etc in Device Care plan.</p>
Opt-In Mechanism	<p>(1) Device Care Plan only commence if Consumer has agreed to it through an Opt-In process.</p> <p>(2) Consumer shall be given the option to Opt Out of the Device Care plan within 24 or 48 hours of subscribing to a fixed-term or open-term Device Care plan without incurring any penalty or cancellation fees.</p>
Disclosure of Limitations of Service	
Eligibility for Device Care Plan	Device Care plan is available only for any devices purchased directly from Service Provider or bought through bundle plans.



Coverage Based on Protection Plan Type	The coverage provided under the Device Care plan varies based on the type of protection plan selected by the Consumer.
Limitations on Device Swap or Replacement Requests	Service Provider may limit the number of phone swap or replacement requests that can be made during the period of the Device Care plan.
Suspension of Device Care Plan	Consumer whose Device Care plan is suspended for whatever valid reason, is not entitled to make any request under the Device Care plan while Suspension is ongoing. Service Provider will continue to charge the monthly fee for the Device Care plan during Suspension.
Enrolment Eligibility and Physical Inspection	Service Provider may impose a grace period from the device's purchase date for eligibility to Opt In the Device Care plan, with the Opt In subject to a physical inspection of the device at the store.
Limitation on Number of Devices Eligible for Enrolment	Service Provider may limit Consumer Opt In for the Device Care plan to one device per mobile plan, either a phone or a tablet.
Service Provider Duties	
Clarification and Disclosure	Service Provider shall clarify to the Consumer that Device Care plan is an optional service.
Device Swap and Replacement Process	Service Provider shall provide a step-by-step guide to assist Consumer in making a swap or replacement request under Device Care plan.
Protection After Cancellation	Service Provider shall continue to protect the device of Consumer who Opt Out of the Device Care plan until the next billing cycle.
Renewal and Flexibility of Plan	Service Provider shall allow the Consumer to renew, upgrade or downgrade Device Care plan for the same device, subject to the availability of the Device Care plan.
Device Swap and Refurbishment Service	Service Provider shall provide Consumer who requests a device swap or replacement with a new device of the same model or a like-for-like model.
Timely Delivery of Replacement or Refurbished Device	Service Provider shall deliver the replacement or refurbished device within a reasonable time frame, by taking into consideration the Consumer location and availability of the device.
Transferability of Device Care Plan	Service Provider shall carry forward a Device Care plan to a new mobile plan if the Consumer changes their mobile plan.
Claims Process for Stolen or Damaged Devices	Service Provider shall provide a clear process for Consumer to file a claim for the registered device under the Device Care Plan that is stolen or damaged.
Online Customer Service	Service Provider shall include Device Care Plan in their online customer service to facilitate Consumer requests and manage their Device Care Plan.

Justification

Part 4 –Opt In Requirements for Value Added Service: Chapter IV - Specific Requirements for Device Care Plan point out consumers concerns related to Device Care Plan as highlighted in the consumers report between the year 2021 to 2024. The issues raised are lack of transparency in policy terms and unfair claim rejection.



Part 4 –Opt In Requirements for Value-Added Service Chapter IV - Specific Requirements for Device Care Plan

Question

Are the issues related to Device Care adequately addressed in the provisions?

Are the issues related to Opt-In Mechanism sufficiently addressed whereby Consumer shall be given the option to Opt Out of the Device Care plan within 24 or 48 hours of subscribing to a fixed-term or open-term Device Care plan without incurring any penalty or cancellation fees?

Are the concerns related to Renewal and Flexibility of Plan adequately addressed whereby Service Provider shall allow the Consumer to renew, upgrade or downgrade Device Care plan for the same device, subject to the availability of the Device Care plan?

**Comments/ Suggestions for Part 4 –Opt In Requirements for Value-Added Service:
Chapter II – Specific Requirements for Device Care Plan**

PUBLIC CONSULTATION DEADLINE

Members of public, including service providers, industry players and interested parties may provide feedback on the Draft Sub-Code to CFM via the following link <https://forms.gle/3VThgt8AK7KEaemX9> or via public.consultation@cfm.my by **5.00PM, 28 February 2025 (Friday)**.

CONCLUDING REMARKS

The Draft Sub-Code represents another step towards creating a better consumer protection for mobile services in Malaysia. Service providers are urged to examine the draft, engage in the public consultation process and help shape the final Draft Sub-Code.

As the telecommunications landscape continues to evolve, service providers are encouraged to remain observant and to strategically navigate the regulatory landscape to ensure continued compliance and success in the Malaysian market.

THANK YOU