



New Zealand Telecommunications Forum

Code for Product Disclosure Information

(“Product Disclosure Code”)

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Introductory Statement / Executive Summary

The New Zealand Telecommunications Forum Incorporated *Product Disclosure Code* is a code that sets out minimum standards for the disclosure of information to Consumers.

Background

The purpose of a Product Description is to provide Consumers with a clear, concise, transparent and standardised document of the key features of a Retail Service Provider's Plan. These include charges, technical aspects, some contractual elements, and how to raise complaints and disputes.

Product Descriptions enable Consumers to confirm the key features of their chosen Plan, and to compare Plans across multiple RSPs and Plans.

Other relevant Codes

- The TCF Broadband Marketing Code sets out the requirements when marketing broadband services to Consumers, to ensure they are given clear, accurate and up-to-date information about the technical and performance characteristics of broadband Telecommunication Services available in New Zealand.
- The Commerce Commission 111 Contact Code sets out requirements on providers of retail landline services to inform Consumers of the options available to contact the 111 emergency service in the event of a power failure (including information on what telecommunications technologies and devices may not work in power failure).

Anticipated benefits for Consumers

- Clarity on the key features of Plans offered by Retail Service Providers.
- Easily comparable Plans between Retail Service Providers.
- Increased awareness of the range of technologies available today and their likely performance.
- Increased awareness of the costs associated with a Plan, for example using excess data, cancelling a contract early.

Plans Covered

This Code applies to:

- Mass market Broadband Plans offered over fibre, fixed wireless, WISPs, cable, copper (ADSL and VDSL) and satellite technologies.
- Mass market Mobile Plans.

Code Revision

This is the fourth iteration of this Code. The main updates in this version are:

- Expansion of the scope of the Code to cover mass market Mobile Plans.
- New requirements relating to Early Termination Fees in response to the Commerce Commission's Product Disclosure - Price and Cost Guidelines (23 October 2025).
- Additional Annex covering Mobile Plan disclosure requirements, including Product Description requirements and mobile usage and spend transparency.

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A. DEFINED TERMS

In this Code, unless the context otherwise requires the following defined terms apply.

Access Type	means the type of technology used to deliver a Plan.
Average Monthly Price	means the calculated average monthly cost of the Plan over the first 12 months (as per clause D).
Billing Relationship	means a relationship where the Retail Service Provider has a bona fide contractual right to charge the Customer for any chargeable activity relating to the provision of services.
Broadband Performance Information	means the set of data included in the Product Description (as per Appendix A) that provides the Consumer with information about that Broadband Plan's performance as measured and reported by the Independent Test Provider.
Broadband Plan	means a mass market residential Plan provided by a Retail Service Provider for broadband internet services.
Code	means this Code for Product Disclosure Information.
Code Compliance Framework (CCF)	means the overarching compliance and enforcement regime for TCF Codes as set out in the TCF Code Compliance Framework.
Code Signatory	means a Person who agrees to comply with a TCF Code and be legally bound by its requirements, which includes compliance with the Code Compliance Framework.
Compliance Officer	means the Person appointed by the TCF as the Compliance Officer under the Code Compliance Framework.
Consumer	means a Person who is a potential or current Customer of a Retail Service Provider. A reference to a Consumer includes a reference to a Customer.
Contingent Charges	means fees, charges, or costs that may be incurred by a Consumer under the terms of the Plan at their election after the point of sale. These include call-out charges, Early Termination Fees, and variable usage charges such as for extra data, voicemail, texts, or calling minutes.
Customer	means a Person who has a Billing Relationship with an RSP in respect of the relevant Telecommunications Service. The Customer may also be referred to as an end user.

Early Termination Fee (ETF)	means an Early Termination Fee which is the fee or charge payable as a result of a Consumer cancelling a Plan with a minimum contract period before that minimum contract period ends. It does not include fees or charges that a Consumer can avoid.
Independent Test Provider (ITP)	means the independent organisation performing the broadband performance measuring and reporting on behalf of the Commerce Commission. The Independent Test Provider's reporting is published in the quarterly Measuring Broadband New Zealand (MBNZ) reports.
Initial Discount	means goods or services provided to a Consumer free of charge or at a discounted rate for a limited period when a Consumer purchases a Plan.
Mandatory Upfront Charges	means fees, charges, or costs that must be paid by a Consumer when purchasing a Plan, in addition to the recurring price, such as standard joining, set-up or installation charges.
Measuring Broadband New Zealand (MBNZ)	means the Measuring Broadband New Zealand programme, a Commerce Commission programme to measure the quality of Consumers' broadband connection (and any equivalent, successor Commerce Commission programme).
Mobile Plan	means a mass market residential Plan provided by a Retail Service Provider for mobile services.
Optional Upfront Charges	means optional fees, charges, or costs for any good or service that is purchased in conjunction with a Plan, and that the Consumer becomes liable to pay for at the point of sale, such as non-standard installation.
Party / Parties	means a Retail Service Provider who has agreed to be bound by this Code.
Person	means a legal Person and includes a company and other legal entity.
Plan	means a mass market residential Plan provided by a Retail Service Provider for a service covered by the Code.
Plan Card	means a short summary of some of the key information about a Plan, presented for the purpose of enabling Customers to compare Plans. It does not include mass marketing communications such as billboards, radio adverts, television adverts, banner adverts and single Plan advertising.
Product Description	means a defined set of information about a Plan/s prepared by a Retail Service Provider for Consumers in accordance with the relevant section of this Code. The Product Description is referred to as an Offer Summary in the Commerce Commission's Product Disclosure Price and Cost Guidelines.

Retail Service Provider/s (RSPs)	means any Person providing a retail Telecommunication Service to a Customer and who has the direct Billing Relationship with the Customer for that service. An RSP may also be referred to as an Access Seeker or a Service Provider, both terms are defined in section 5 of the Telecommunications Act 2001.
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B. INTRODUCTION

1. Purpose

- 1.1 The purpose of this Code is to provide retail providers of Plans (Retail Service Providers) with minimum standards for the disclosure of information about their Plans to enable Consumers to make easier comparisons between different offers and to promote competition.

2. Objectives

- 2.1 The objectives of this Code are to:
- 2.1.1 Specify minimum standards for the disclosure of information to Consumers about Plans.
 - 2.1.2 Simplify disclosure of information for Consumers so that they can compare and understand Plans.
 - 2.1.3 Standardise terminology used by RSPs when describing aspects of a Plan.

3. Application

- 3.1 This Code applies to:
- 3.1.1 Mass market Broadband Plans offered over fibre, fixed wireless, WISPs, cable, copper (ADSL and VDSL) and satellite technologies.
 - 3.1.2 Mass market Mobile Plans

4. Implementation

- 4.1 This Code was approved by the TCF Board on 22 October 2026.
- 4.2 This Code will take effect six months from the approval date.

5. Scope

- 5.1 This Code applies to RSPs who are Parties to this Code.
- 5.2 This Code governs Plans provided to Consumers to assist them with comparing different product offerings. This Code:
- 5.2.1 Specifies the minimum obligations for Parties supplying these Plans to the New Zealand marketplace including, where specified, prescribed words and terminology which must be used when communicating with Consumers, particularly through the 'Product Description' and Plan Cards.
 - 5.2.2 Sets out the principles that Parties must comply with when disclosing information to Consumers.
 - 5.2.3 Applies to standalone Plans and when a Plan is sold as part of a wider product bundle.

- 5.2.4 Is not intended to limit innovation in either product development or in product marketing within the industry, but instead provides a common framework for what product information should be disclosed and how Plans should be described.

6. Exclusions from Scope

- 6.1 This Code does not apply to tailored or bespoke Plans, business Plans, Interest Free Payment Plans or dial-up services.

7. Principles

- 7.1 Parties to this Code agree to abide by the following principles which describe how they will approach providing information about their Plans to Consumers.
- 7.1.1 Accessible: Make information clear, readable, easy to understand and clearly accessible and transparent on Retail Service Providers' websites.
 - 7.1.2 Appropriate: Provide the right level of information at the right point in time.
 - 7.1.3 Comparable: Use clear, standardised terms and language to allow for easy comparison.
 - 7.1.4 Current: Keep information up to date.
 - 7.1.5 Honest: Provide Consumers with accurate and reasonable assessments of how Plans are priced, will perform, and the technology by which it will be delivered.

C. PLAN CARDS

- 8.1 RSPs may choose to display summaries of their Plans in 'Plan Cards' on their website or in print.
- 8.2 To allow easy comparison between Plans, at a minimum Plan Cards should contain:
- 8.2.1 The headline price
 - 8.2.2 Average Monthly Price (if different from the headline price) as per section D
 - 8.2.3 Key technical characteristics and requirements:
 - For Broadband Plans: technology, the upload, download speeds and data allowance
 - For Mobile Plans: payment type (e.g. prepaid or pay monthly), data allowance and inclusions. Where the same payment type applies to multiple Plan Cards which are shown together, payment type may be shown as a heading, rather than on each individual Plan Card, providing it is prominent and clear which Plan Cards it applies to.
 - 8.2.4 Key mandatory elements:
 - For Broadband Plans: the mandatory charge for a modem (if one applies)
 - For Mobile Plans: the mandatory charge for a SIM card (if one applies)
 - 8.2.5 The contract term
 - 8.2.6 A link to the relevant Product Description should be provided in a place that is proximate to the Plan Cards.

D. AVERAGE MONTHLY PRICE

- 9.1 RSPs must clearly disclose the Average Monthly Price of an advertised Plan in the Product Description and in the relevant Plan Card if the Average Monthly Price is higher than the advertised price.
- 9.2 Optionally, RSPs may disclose the Average Monthly Price of a Plan in the Product Description and relevant Plan Card if the Average Monthly Price is the same as the advertised price.
- 9.3 The Average Monthly Price should be calculated by taking the total amount, including GST, that the Consumer will pay for the Plan over a 12-month period (assuming they remain on the Plan for 12 months) and dividing it by 12.
- 9.4 The Average Monthly Price calculation should include the regular Plan fees and any Mandatory Upfront Charges or Initial Discounts, but exclude any postage charges, Optional Upfront Charges or Contingent Charges.
- 9.5 For example, if a Broadband Plan has a 'Bring Your Own Device' option for Customers who have an existing compatible modem, then the cost of a new modem does not need to be included in the Average Monthly Price calculation.
- 9.6 Prices should be displayed to the nearest cent (with 0.5 cents rounded upwards).
- 9.7 The Average Monthly Price does not need to be updated to reflect promotions (including pricing offers), provided that this promotional offer results in terms that are advantageous to Consumers compared to those shown in that Plan's Average Monthly Price.
- 9.8 RSPs must provide information on how they have calculated the Average Monthly Price. For example: "The Average Monthly Price is the average monthly equivalent price taking into account how much you would pay in total over the first 12 months, where that is higher than the advertised price. The amount you actually pay each month will depend on the options you choose and when they are charged. The Average Monthly Price is calculated based on regular Plan fees, any mandatory charges and discounts that apply. The price is helpful for comparing Plan prices. Postage and optional charges are excluded." The RSP can additionally call out specific assumptions in their Average Monthly Price calculation if they are relevant to the calculation.
- 9.9 The Average Monthly Price does not need to be shown in mass marketing communications such as billboards, radio adverts, television adverts, banner adverts and single Plan advertising.

E. EARLY TERMINATION FEES

- 10.1 Where an Early Termination Fee (ETF) applies to an offer:
 - (a) the fact that ETFs apply and the length of time they apply for should be prominently disclosed in marketing communications related to that offer; and
 - (b) RSPs should prominently disclose the amount of any ETFs and the length of time they apply for at least once during the sales journey.
- 10.2 Any ETF should not be a fixed amount and should instead reflect only the remaining reasonable costs attributable to early termination, between the date of termination and the end of the contract term.

- 10.3 When offering credits or discounts, reasonable costs would be the value of the credits or discounts given to the Consumer for entering a contract. The value of credits or discounts given to the Customer for entering the contract would be the difference between a fixed-term offer (with a contract) and a non-fixed-term offer (without a contract).
- 10.4 RSPs should ensure that during a contract term Consumers can easily access information on the remaining term of the contract and the ETF payable at the next invoice date.

F. PRODUCT DESCRIPTION FOR CONSUMERS

11. Overview

- 11.1 To allow Consumers to easily compare Plans, Parties must provide a summary of information for each Plan, called a '**Product Description**'.
- 11.2 Every advertised Plan must have an associated Product Description document.
- 11.3 A single Product Description document can cover multiple Plans provided that the information can be presented in a way which allows Consumers to understand and compare different Plans.
- 11.4 The Product Description does not need to be updated to reflect limited time special promotions (including pricing offers), provided that this promotional offer results in terms that are advantageous to Consumers compared to those shown in that Plan's Product Description.
- 11.5 The Product Description must use the terminology and list the information in the order shown in:
- 11.5.1 Appendix A of this Code for Broadband Plans.
 - 11.5.2 Appendix B of this Code for Mobile Plans.

12. Style, format and availability

- 12.1 The Product Description must be:
- 12.1.1 Written in Consumer-friendly language;
 - 12.1.2 In a format that allows it to be printed;
 - 12.1.3 Easily accessible on the Party's website;
 - 12.1.4 Brought to the Consumer's attention on the RSP's Plan web page;
 - 12.1.5 Available in paper format on request by a Consumer;
 - 12.1.6 Updated whenever the Plan changes (excluding limited time special promotions as per clause 10.4); and
 - 12.1.7 Brought to the Consumer's attention before sign-up for the Plan across all sales channels. Specifically, the Product Description must be brought to the Consumer's attention in the various sales channels as follows:
 - a. **Door to Door and In-Store** – The Consumer must be informed that the Product Description is available on the website and it must be available for the Consumer to view.
 - b. **Inbound and Outbound Calls** – The Consumer must be informed that the Product Description is available on the website.

- c. **Website/Online** – A link to the Product Description must be presented to the Consumer as part of the sign-up process.

13. Information about price

- 13.1 If the price, or other items in the Product Description change after the contract or fixed term period ends, then the Product Description must disclose this.
- 13.2 Pricing in the Product Description must be the standard charges and shown inclusive of GST.
- 13.3 Where the full terms and conditions comprise additional information than is contained in the Product Description, then a disclaimer should be included noting that the Product Description is a summary and that the Consumer should read the Party's full terms and conditions, and provide a link to where this information can be found.
- 13.4 Parties must ensure that the pricing information below is accessible to Consumers, as well as all the price elements listed in Appendix A or Appendix B (where applicable):

13.4.1 Service Charges:

- a. Pro-rating.
- b. Any pricing variation e.g. where the recurring charge is different for different geographic locations etc.
- c. Per use variations e.g. for peak/off peak times (timing) or regional.
- d. Traffic which is excluded from use charges and/or does not count towards data allowances.
- e. Data banking (carrying over) e.g. where unused data can be rolled over, whether the rollover can be cumulative or finite and any conditions of use.
- f. Promotional pricing e.g. where Customers are offered a discount or bonus for a period.
- g. Price adjustments and how these will flow through to Customers e.g. Wholesale costs, Consumer price index/indexing, taxation.

13.4.2 Set Up Charges:

- a. Up-front charges, for example:
 - Home Installation and wiring services e.g. Options and prices for home point to point wiring installation, CPE/Wi-Fi set ups etc. and installation costs e.g. self-install vs. technician and any exceptions (e.g. non-standard installations).
 - Customer premises equipment price.

13.4.3 Contract Information:

- a. Minimum contract period and associated requirements.
- b. Notice period outside minimum contract period.
- c. Whether the Plan is part of a bundle only or available standalone.

13.4.4 Other Charges:

- a. Plan change charges e.g. penalty charges involved with changing between different Plans.

- b. Pre-Installation cancellation charges.
- c. Customer moves e.g. moving installed equipment, address etc.
- d. Other Retail Service Provider switching charges e.g. device unlocking.

G. CODE COMPLIANCE & ADMINISTRATION

14. Code compliance with related obligations

- 14.1 Compliance with this Code provides a framework for all Parties to act in accordance with New Zealand legal and regulatory obligations. Industry participants, including Parties to this Code, have an obligation to comply with all applicable laws, regulations and requirements of any government or statutory body, as well as other applicable industry standards or Codes.
- 14.2 In particular, all Parties to this Code must ensure they comply with the Fair Trading Act 1986, Consumer Guarantees Act 1993 and the Privacy Act 2020.
- 14.3 In the event of any inconsistency between this Code, any relevant legislation, and any Commerce Commission determinations and Codes, this inconsistency will be resolved in the following (descending) order of precedence:
 - 14.3.1 Legislation;
 - 14.3.2 Commerce Commission Determinations and Codes;
 - 14.3.3 This Code.
- 14.4 RSPs must comply with the following existing obligations:
 - 14.4.1 Commerce Commission 111 Contact Code.

15. TCF Code Compliance Framework obligations

- 15.1 The TCF, through its Code Compliance Framework (CCF) has the overall responsibility of ensuring that Code Signatories abide by the obligations set out in this Code.
- 15.2 The TCF CCF applies to the ongoing monitoring and compliance of this Code. By becoming a Code Signatory, Parties agree to comply with and are bound by the terms of the CCF and obligations set out in this Code.
- 15.3 The CCF's Complaints management procedures will apply to any allegations of a breach of this Code.
- 15.4 Self-certification Monitoring and Reporting Requirements
 - 15.4.1 By signing up to this Code, Code Signatories agree to abide by the terms of the CCF and will cooperate in a full and frank manner with the Compliance Officer at all times, participate in good faith in any investigations they may be involved in and adhere to any sanctions levied against them under the CCF in relation to this Code.
 - 15.4.2 In accordance with the CCF, Code Signatories must file initial and annual self-certification forms with the Compliance Officer to demonstrate their initial and ongoing compliance with this Code.
 - 15.4.3 It is the responsibility of the Parties to this Code to be fully conversant with the latest version of this Code, and to ensure that they are compliant at all times.
 - 15.4.4 Each Code Signatory must keep information they deem necessary to show their compliance

with this Code, should it be required.

15.5 Compliance Issue Management

15.5.1 The TCF CCF Section I sets out the process for dealing with notice of potential breach by a Code Signatory, investigation, sanctions and appeals process.

15.5.2 Parties who may provide notice of a potential breach of the Code to the TCF Code Compliance Officer is set out in s.I cl.34 of the CCF, including TDR who through their Complaints process may notify the Compliance Officer of a potential Code breach by a Code Signatory.

15.6 Telecommunications Act 2001

15.6.1 For the avoidance of doubt, the procedures set out in the CCF are additional to, and not exclusive of, any other rights a Party may have under the Telecommunications Act 2001, at law or in equity and nothing in the CCF will prevent any Party from exercising its rights to raise a dispute directly to the Commerce Commission in accordance with Part 4A of the Telecommunications Act 2001.

16. Monitoring

16.1 The TCF monitors compliance of this Code under the CCF.

16.2 The TCF may request additional information from a Party in relation to their code compliance, including for the purposes of this Code, information regarding Customer notices, complaints process, training or marketing collateral.

16.3 The TCF may undertake a 'mystery shopper' exercise on relevant Consumer marketing material to assess compliance of a Party or investigate any breach of the Code.

16.4 TDR will monitor Customer complaints that relate to the Code and report any issues to the TCF Compliance Officer for further investigation as appropriate.

17. Expiry, revocation and amendment of the Code

17.1 The expiry, revocation or amendment of this Code will be in accordance with the New Zealand Telecommunications Forum's Operating Procedures Manual 'The Handbook', any TCF Member may put a Project Proposal to the Forum Board (at any time) for the amendment or revocation of the Code.

17.2 The Code will be reviewed at least every five years thereafter as required under the TCF CCF.

APPENDIX A: BROADBAND PLANS

18. Information to disclose

18.1 The Product Description must include the following information (where applicable):

18.1.1 Service Overview:

- a. **Service description** – a brief summary of what the service includes, whether the Broadband Plan is only available as part of a bundle (and what that bundle contains), or whether it is available on a standalone basis.
- b. **Availability** – including limitations such as network and technology coverage.
- c. **Standard Service Charge** – recurring or other charges, the data allowance as well as any special conditions for pricing that apply.
- d. **Additional Data Charges** – validity period for data allowance and any consequences of overage (e.g. cost for additional data, throttling etc.).
- e. **Set Up Charge** – Mandatory Up-front charges.
- f. **Other Charges** – state that additional charges may apply (e.g. non-standard installations, additional in-home technician work performed at time of connection etc.); and provide a link to where the Consumer can find this information.
- g. **Average Monthly Price** – only required where this is higher than the Service charge

18.1.2 Broadband Performance Information:

- a. **Performance** – information about how to access the Broadband Plan’s measured broadband performance (“Broadband Performance Information”) as set out in clause 19.
- b. **Access Type** –
 - i. The type of access technology used to deliver the broadband service as per the list of Access Types published on the TCF’s website.
 - ii. A link to where the Consumer can find more information about the different Access Types.
 - iii. For DSL technologies, a link to where the Consumer can get an estimate of the capability of their individual line.

18.1.3 Other Information:

- a. **Minimum Contract Period** – the minimum contract period/s, that apply to the Broadband Plan.
- b. **Early Termination Fee** – state whether an Early Termination Fee applies, and where to find the details. Where relevant, include the ETF details in the ETF section of the table, at the bottom of the Product Description or link to a page which clearly sets out the charges.

- c. **Notice Period** – the length of notice that must be provided outside of the minimum contract period.
- d. **Other Requirements** – State any other requirements associated with the Plan. For example, whether the Broadband Plan requires Consumers to also have other services such as landline and tolls with the RSP and provide a link to other (full) terms and conditions if they apply.
- e. **Traffic Management Policy** – circumstances in which traffic management may apply and the effect this may have. Suggested wording: “A traffic management policy is in place which may influence your broadband performance at busy times. See [insert web link] for more details.” and provide a link to where to find a more detailed description of the traffic management policy. Refer to Appendix C for guidance on what should be included.
- f. **Service Restrictions** – state if service restrictions apply on the service and provide a link to a Statement which provides more information. Refer to Appendix C for guidance on what should be included.
- g. **Fair Use Policy** – a link to where the Party’s Fair Use Policy can be viewed; or if no Fair Use Policy applies to the Broadband Plan, a statement to this effect.
- h. **Effects on other services** – refer to clause 20.2 for additional information you may need to disclose e.g. fibre or wireless will not work in a power outage.
- i. **Complaints** – Parties must include reference to their own Customer complaints process.
- j. **Disputes** – Parties who are members of the Telecommunication Dispute Resolution (TDR) Scheme must disclose that information, and include a link to the TDR website (www.tdr.org.nz). If a Party is not a member of the TDR Scheme then they must provide information on how a Customer may raise a dispute through the Disputes Tribunal.
- k. **Other Information** – Anything else relevant to the Consumer in considering purchase of the service. If there is no additional information relevant to the Consumer then this item does not need to be included in the Product Description.

19. Information about Broadband Plan performance

- 19.1 Numerical speed indications do not need to be included in the Product Description, but if numerical speed indicators are given for the Broadband Plan, these must be provided on the basis of the National Average Peak Time Speed (NPTAS), and in a way that enables meaningful comparison of services.
- 19.2 For each Broadband Service, the Product Description must provide a link to where the Consumer can find more information about performance. This could be on the RSP’s own website or by linking directly to the Commerce Commission Measuring Broadband New Zealand results where these are available for the Plan. Example wording: “See Measuring Broadband NZ for independent information on broadband performance across different providers, services and technologies”.

20. Other information for Consumers

- 20.1 This section sets out other information Parties must make available to Consumers either on their website or via links to third-party information.
- 20.2 **Other factors that may impact the broadband service and/or other services which rely on the broadband connection:**
 - 20.2.1 Information about the possible effect the Broadband Plan may have on services which rely on a broadband connection to function. E.g. Operation of voice services, medical alarms, monitored security alarms, payTV on demand services.
- 20.3 **Data Use and Service Changes:** Parties must also continue to disclose information to Customers relating to the Customer's:
 - 20.3.1 Data use; and
 - 20.3.2 Any material changes to the broadband service.

APPENDIX B: MOBILE PLANS

21. Information to disclose

21.1 The Product Description must include the following information (where applicable):

21.1.1 Service Overview:

- a. **Service description** – a brief summary of what the service includes, whether the Mobile Plan is only available as part of a bundle (and what that bundle contains), or whether it is available on a standalone basis.
- b. **Availability** – including a link to existing mobile coverage maps.
- c. **Standard Service Charge** – state the recurring or other charges specifying if these are prepaid, the charging period, the data allowance, and any special conditions for pricing that apply.
- d. **Additional Charges** – state additional charges that apply (e.g. overage, picture messaging, international calling) and provide a link to where the Consumer can find this information.
- e. **Set Up Charge** – mandatory up-front charges.
- f. **Average Monthly Price** – only required where this is higher than the Service charge

21.1.2 **Factors that may impact performance** – list factors that may affect the subscriber's performance.

21.1.3 Other Information:

- g. **Minimum Contract Period** – the minimum contract period/s that apply to the Mobile Plan.
- h. **Early Termination Fee** – state whether an Early Termination Fee applies, and where to find the details. Where relevant, include the ETF details in the ETF section of the table, at the bottom of the Product Description or link to a page which clearly sets out the charges.
- i. **Notice period** – the length of notice that must be provided outside of the minimum contract period.
- j. **Other Requirements** – State any other requirements associated with the Plan. For example, whether the Mobile Plan requires a Customer to also have a specific Plan on their account.
- k. **Traffic Management Policy** – a brief statement about your traffic management policy. Suggested wording: “We have a traffic management policy in place which may influence your mobile data performance at busy times. See [insert web link] for more details.”
- l. **Service Restrictions** – a brief statement about your service restrictions. Suggested wording: “We have some service restrictions which may impact certain types of Consumers. See [insert web link] for more details.
- m. **Fair Use Policy** – a link to where the Party's Fair Use Policy can be viewed; or if no Fair Use Policy applies to the Mobile Plan, a statement to this effect.

- n. **Complaints** – Parties must include reference to their own Customer complaints process.
- o. **Disputes** – Parties who are members of the Telecommunication Dispute Resolution (TDR) Scheme must disclose that information, and include a link to the TDR website (www.tdr.org.nz). If a Party is not a member of the TDR Scheme then they must provide information on how a Customer may raise a dispute through the Disputes Tribunal.
- p. **Other Information** – Anything else relevant to the Consumer in considering purchase of the service. If there is no additional information relevant to the Consumer then this item does not need to be included in the Product Description.

22. Mobile usage and spend transparency

22.1 Mobile Service Providers (MSPs) must make available to residential mobile pay monthly Customers information about their mobile usage and spend (including calls, texts and data), in a manner that enables Customers to understand their usage relative to their Plan.

22.1.1 The information must:

- a. be reasonably accessible to Customers at times when they are making decisions about their Plan; and
- b. cover a period sufficient to enable Customers to identify usage patterns and understand their spend.

22.1.2 The information could cover the preceding 12 months or, where the Customer has held the service for less than 12 months, the period since the service was activated.

22.1.3 MSPs may determine the format, presentation and delivery channels for this information (including apps, websites or other Customer interfaces), provided that the information is clear and easy to use.

22.2 MSPs must provide residential mobile pay monthly Customers with summarised usage and spend information that enables them to assess whether their current Plan is appropriate for their needs.

22.2.1 The summarised information must:

- a. present usage and spend over a period that reasonably reflects the Customer's typical usage; and
- b. allow Customers to understand their usage relative to their Plan.

22.2.2 Device repayments, equipment charges and third-party charges must not be treated as Mobile Plan spend.

22.3 MSPs must periodically prompt eligible residential mobile pay monthly account holders to consider whether their current Plan remains suitable for their needs.

22.3.1 MSPs may determine:

- a. the frequency and timing of such prompts; and
- b. the format and delivery channel (including email, SMS, app notification or other means),

provided that each eligible Customer must be sent a prompt at least once in every 12-month period.

22.3.2 Where MSPs provide prompts or communications encouraging Customers to review their Plan, these prompts must:

- a. indicate that the Customer may benefit from reviewing their current Plan; and
- b. direct the Customer to, or provide access to, relevant usage and spend information they may use to make that assessment.

22.3.3 MSPs may provide additional information, including indicative alternative options, but are not required to recommend or migrate Customers to alternative Plans. This may include referring the Customer to the MSP's website or app to consider currently available Plans.

22.4 MSPs must support the provision of Mobile Plan comparison tools by making available relevant Plan information in a standardised format, where such a format has been developed by the TCF.

22.4.1 MSPs may impose reasonable conditions on the provision of such information where necessary to ensure that:

- a. the information is used accurately and not in a misleading manner; and
- b. Consumers are presented with sufficient context to understand Plan features.

23. Other information for Consumers

23.1 This section sets out other information Parties must make available to Consumers either on their website or via links to third-party information.

23.1.1 **Service Changes:** Parties must also continue to disclose information to Customers relating to any material changes to the mobile service.

APPENDIX C: TRAFFIC MANAGEMENT AND SERVICE RESTRICTION DEFINITIONS

24. Overview

- 24.1 These principles underpin industry best practice for Traffic Management outlined to provide end users with transparent information on how an RSP discriminates, restricts or interferes with their traffic, on the basis of commercial rivalry and/or discrimination against another content provider or network operator.
- 24.2 This section has guidance for the interpretation of the Traffic Management and outlines what should be added to the Product Description for 'service restrictions', specifically it:
- Defines Traffic Management and describes what will be included in the Code for the Product Description Traffic Management section
 - Outlines what will be included in the Product Description for service restrictions to make things clearer for Consumers
 - Explains what should be included in the RSP's policy statements (if they need one).
- 24.3 The Product Description for 'service restrictions' identifies things which would not fall within the new traffic management definition, but which are important for end users to know.
- 24.4 The Product Description need only inform the end user that traffic management and/or service restrictions apply on the service and provide a link to a Statement which provides more specific information.
- 24.5 This document has been written to be read by RSPs so they understand what they need to disclose in their Product Description and policy statements. The words used in this document have specific technical meanings. For ease of understanding, sample Product Description Statements are provided in this appendix to show how information should be presented to end users.

25. Definitions

Service Restrictions

means any policy to prevent access to specific services or activities on the Plan. An example of a Service Restriction is blocking certain types of websites. Excluded from this definition are:

- Things which are 'opt in' or are configurable by an individual end user.
- RSP actions where an end user has violated the RSP's terms and conditions.
- Industry best practices to protect Consumers from, for example fraudulent activity, degraded experience, unwarranted charges or excess data usage.
- Industry best practices to efficiently manage the network.
- Things required by law.

Traffic Management

means any policy to manage traffic in a way that may affect the performance of some or all of an end user's traffic on the Plan, or discriminate against another content or network operator on the basis of

commercial rivalry. An example of a Traffic Management policy is giving peer to peer traffic lower priority than other network traffic during network busy periods. Excluded from this definition are:

- Things which are 'opt in' or are configurable by an individual end user.
- Things which form part of the chosen Plan.
- RSP actions where an end user has violated the RSP's terms and conditions.
- Industry best practices to protect Consumers.
- Industry best practices to efficiently manage the network.
- Things required by law.

Industry best practices

means the behaviour which would be deemed by other RSPs to be a proportionate and appropriate response to a likely or actual threat to the network and/or the RSP's end users, or which are fundamental to the functioning of a network, such as prioritizing network control traffic. Industry best practices exclude activities which, on the basis of commercial rivalry, discriminate against another content provider or network operator.

26. Product Description statement

If a RSP needs to declare its traffic management or service restrictions policy, it should use these words in the Product Description.

Traffic Management	We have a traffic management policy in place which may influence your [broadband/mobile data] performance. See [insert link] for more details.
Service Restrictions	We have some service restrictions which may impact certain types of Consumers. See [insert link] for more details.

27. Traffic Management statement

27.1 If a RSP has a Traffic Management policy in place it should be disclosed to end users in a Traffic Management statement. A link to this should be provided on its Product Description statement for the affected Plan. The Traffic Management policy should be publicly available and clearly explain the policy in a Consumer-friendly way.

27.2 Examples of things which should be disclosed (unless required by law) include:

- Prioritising (or de-prioritising) of over-the-top services. State whether this is a category of services (e.g. all streaming video services) or specific named services.
- Throttling of throughput once data caps are reached.

27.3 Examples of things which would be considered reasonable network management and therefore do not need to be disclosed:

- Shaping of traffic at an aggregate level to best match the access connection¹.

¹ This is industry best practice for access connections.

- Prioritising voice traffic where that service is provided by the RSP, unless it has a significant negative impact on the performance of that network for other uses, i.e. on-net voice traffic (because voice traffic is a legacy service and does not have significant bandwidth requirements).
- Provision of caching and CDNs.
- Interconnect and peering relationships with other ISPs and content providers.
- Blocking denial of service (DoS) attacks.

28. Service Restrictions statement

28.1 If the RSP has Service Restrictions in place it should be disclosed to end users in a Service Restrictions statement. A link to this should be provided on the Product Description statement for the affected Plan. The Service Restrictions policy should be publicly available and clearly explain the policy in a Consumer-friendly way.

28.2 Examples of things which must be disclosed as Service Restrictions (unless required by law) include:

- Blocking sites on the Digital Child Exploitation Filtering System (if this becomes mandatory for all ISPs then this would not need to be declared).
- Blocking of sites believed to be offering or promoting copyrighted material.
- Blocking of sites believed to be offering or promoting adult (e.g. pornographic) material
- Blocking of sites which offer VPN access.
- Lack of publicly accessible IP address as a result of Carrier Grade Network Address Translation (Carrier Grade NAT).
- Redirecting Consumers' traffic to the RSP's own equipment (such as forcing Consumers to use the ISPs' own DNS).
- Blocking SMTP traffic (in and outbound) as these services are often used for sending spam.
- Blocking inbound DNS or certain types of email traffic (while this may prevent DoS attacks on DNS infrastructure it also prevents some services being run such as the Consumer running their own email server).

29. Sample Consumer communication

29.1 An example Product Description statement is available from the TCF. This includes traffic management and service restriction information.