

# Code of Practice



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## 1.1 Who are we?

3's network is the only network in Ireland purpose built for 3G and it was the fastest 3G network rollout in Europe. 3 offers the latest and most innovative products and services, from full internet access to Live Barclays Premier League football, TV3's Xposé and all the best news, games, sports and music all on 3 mobiles.

3 was the first mobile operator to bring mobile broadband to the Irish market, enabling broadband in areas that had previously been unable to get fixed line services. 3 is now the fastest growing mobile broadband provider boasting over fifty percent of the broadband market. Having recently been announced as the preferred tenderer for the Government's National Broadband Scheme, 3 is working hard to bridge Ireland's digital divide and bring Ireland up to par with its European counterparts in terms of broadband penetration.

3 is the registered trading name of Hutchison 3G Ireland Limited.

For further information about us and information on our Services, Handsets and Price Plans - please check out [www.three.ie](http://www.three.ie) or contact us at [customer.services.ie@3mail.com](mailto:customer.services.ie@3mail.com)

## 1.2 Coverage & Roaming

We have the widest 3G coverage in Ireland. Presently, 94% of the population are able to access our extensive array of exciting mobile content and mobile broadband service and we have rolled out our network ahead of the timetable set by ComReg.

To check whether 3 Services are available in your area please check our coverage map on [www.three.ie](http://www.three.ie)

## 1.3 Customer Terms, Conditions and Policies

Our terms and conditions and our policies are available to customers on our website and in our 'Welcome booklet'. Please check out [www.three.ie](http://www.three.ie) and click on the 'terms and conditions' or email us at [customer.services.ie@3mail.com](mailto:customer.services.ie@3mail.com) further information.



## 2.0 Customer Service

At 3, we want to give our customers a great service. We are always looking for ways to improve the level of service we provide. If you feel we are not achieving this for you and your account, then please contact 3 Customer Services, details of which are provided on page 11 of this document.

Our standards are guided by our commitment to deliver you a service you enjoy and value;

- Offer clear, concise answers to customer queries.
- Publish relevant information about 3 on our website.
- Respond promptly to customer complaints.

As many of the services we offer are innovative and new to customers, it is important to us that our customer care meets all your needs as you grow familiar with 3 and our services.

## 3.0 What we're doing to be socially responsible

3's approach to corporate social responsibility is not about what we say we do, but instead it is about the beliefs behind the brand, what we think, how we act, how others think we act and how we measure up against these beliefs.

- **Environment and Health:** We take our responsibility to health, safety and the environment very seriously. We are committed to helping smooth the process of site development, ensure information is publicly available and improve communication between network operators and the public, planning authorities and other interested groups.
- **Protection of minors:** We take seriously the safety of all our customers, and we recognise that there are specific concerns in relation to children. As Child protection is of paramount importance to 3 - we have gone to great lengths to ensure parents and guardians are best equipped to protect their children from some of the negative aspects of mobile phones. 3's **KidSafe** application allows parents to manage their children's mobile phone use - this safety feature enables the parent to know who, when and how their child is using their mobile phone, thus enabling parents and/or guardians protect their children from mobile bullying and malicious type communications i.e. voice and text. We have also implemented effective Access and Parental Controls and will take action and work with the relevant authorities to investigate anyone found to be using our network to distribute illegal content. 3 will terminate services to customers found to have been misusing our services. Check out our website for practical advice and useful updates on all aspects of mobile phones and child protection.



- **Malicious and Nuisance communications:** Malicious and nuisance communications are distressing to the victims, and as such we will take action against any customers who perpetrate such abuse. The handling of these complaints is an area where we demonstrate our commitment to customers by responding in a timely professional manner. In particular, advice and support is given to customers following first notification of Malicious or Nuisance Communications. Check out our website for practical advice and guidance when reporting Spam using our dedicated Spam reporting line 50035.
- *Further information is available on our corporate responsibility section of our website [www.three.ie](http://www.three.ie)*

#### 4.0 Complaints and disputes

We take all customer complaints very seriously. If you have a concern with any aspect of our service, please contact **3 Customer Services** (3's Customer Services contact details are detailed on page 11 of this Code of Practice). Please ensure you quote your unique Account Number and MSISDN to help us keep track of your complaint. We will endeavour where possible to provide customers with an on the spot response to any enquiry. However, where this is not possible we aim to acknowledge all complaints within 2 working days of receipt and will investigate the complaint in accordance with our complaints handling policy (set out below).

##### 4.1 Complaints Handling Policy

We have set out below the basic stages of our complaints handling process. Additional stages may be required in order to resolve some issues.

- Complaint made by Customer to 3 Customer Services
- Acknowledgement of the complaint by 3 to the Customer
- Investigation of the complaint by 3
- Notification of resolution by 3 to the Customer
- Internal escalation where appropriate (e.g. complaint issues outstanding)
- Case closed

##### 4.2 Customer Guarantee Scheme

As outlined above, we aim to resolve your enquiry on initial contact. Where possible, we will endeavour to resolve all complaints within the timeframes specified below. Where the timeframes cannot be met we will ensure our customers are advised of this and given an estimated time of when the issue will be resolved - we will keep you posted of progress through to resolution!



We commit to providing a high level of service under the following enquiry or complaint categories with the maximum time to resolve the issue where the solution is within our control. All your enquiries will be uniquely recorded & all our advisors have access to these details. In extreme circumstance and where the resolution is beyond our control e.g. if a third party is involved, or if we lack complete information, or in the case of adverse weather conditions & our Contact Centre is unavailable, we will keep you informed of progress and respond to your enquiry as soon as possible. In the instance of a billing error, we will reimburse the affected account as soon as we become aware of the discrepancy.

In exceptional cases where we are unable to respond or acknowledge your query within the times specified below, we will compensate you for that delay as per our Customer Guarantee Scheme. Where it is brought to our attention that, in relation to your query, we have failed to meet the response time outlined in the table below, we will apply a credit to your account\*.

\* A credit offered for this purpose is given as a gesture of goodwill only and does not imply an acceptance of liability, breach of contract or otherwise on the part of 3. All complaints requiring compensation whether a reimbursement or settlement payment are made on an individual per case basis & applied as usage credit on the customers invoice.

#### 4.3 Categories of Enquiry/Complaint

- Billing - Within 5 working days
- Network Quality / Coverage - Immediate response, implement network investigation
- Roaming - Within 5 working days
- Handset - Within 10 working days
- Other - Within 10 working days

#### 4.4 Escalations & initiating disputes

If you feel that your complaint has not been fully resolved you can refer your complaint to the **3's Customer Care Manager at Hutchison 3G Ireland Ltd, PO Box 333, Dublin 2**. Your letter will be acknowledged within three working days. In your correspondence, you must state clearly the background and nature of the complaint. 3's Customer Care Manager will endeavour to address your complaint within a reasonable period of time and will keep you informed as to the resolution or progress of same. However, if you are not satisfied with the response or solution from our Customer



Care Manager and you wish to initiate a dispute, you can ask at any time for your complaint or enquiry to be escalated to **3's Director of Customer Services**, by writing to **3's Director of Customer Services at Hutchison 3G Ireland Ltd, 3-Floor, One Clarendon Row, Dublin 2**. In your correspondence, you must state clearly the background and nature of the complaint and the redress sought by you. The decision of the Director of Customer Services shall be final in all cases.

#### 4.5 Data Protection and Privacy

You have the right to obtain a copy of personal data which we may hold about you. We are required to retain records relating to complaints and otherwise for at least 1 year. Please write to the Data Protection and Privacy Officer, Hutchison 3G Ireland Limited, 3<sup>rd</sup> Floor, One Clarendon Row, Dublin 2. Alternatively, email: [privacy@three.ie](mailto:privacy@three.ie). We may ask you to provide proof of your identity and residence and may charge €6.35 to cover our administrative costs of supplying any data.

#### 4.6 Disconnection Policy

**As per section 10 of 3's terms and conditions ("small print booklet") Pay Monthly Customers may end the agreement in the following ways:**

(a) Under the 14-Day Money Back Guarantee. If you are eligible to avail of the 14 day money back guarantee ("the policy"), you may only terminate the agreement by returning your device and original boxed accessories, along with your proof of purchase, within 14 days of receipt of your device ("the 14 day period").

You must get in touch with 3 Customer Services to arrange Disconnection within those 14 days and you will be liable for the cost of returning the device and any boxed accessories. 3 strongly advise you to obtain a Receipt for Payment as you will be liable to reimburse 3 for the cost of the device if 3 do not receive. We will refund any fixed periodic Charge you may have paid along with any Connection Charges. You will only have to pay Charges for the use of 3 Services until Disconnection at the applicable rates set out in your Price Plan. (A Cancellation Fee will not be charged if the device is returned within the 14 day period.)

(b) During the Minimum Term. After the 14-Day Money Back Guarantee period has passed, you can end the agreement during your Minimum Term (if you have one - this will be stated in your Price Plan) by giving written notice to 3 Customer Services at least 30 days before the date you want to end the agreement. However, you must pay us all the Charges you owe, plus any Cancellation Fee for your Price Plan (as set out in the Price Guide). 3's Price Guide is a pdf document and can be found on the homepage of our website at [http://www.three.ie/pdf/ROI\\_PriceGuide.pdf](http://www.three.ie/pdf/ROI_PriceGuide.pdf).



(c) On 30 days' notice, outside the Minimum Term. You can end the agreement if your Price Plan does not contain a Minimum Term, or if you want to end the agreement at the end of your Minimum Term or any time after your Minimum Term has expired, provided you give written notice to 3 Customer Services at least 30 days before the date you want to end the agreement. (A Cancellation Fee will not be charged.)

(d) You can end the agreement without penalty if we notify you at least one month in advance of a variation to your agreement (which includes your Price Plan). You must give written notice to 3 Customer Services. Continued usage of services at any stage after such variation shall be taken as acceptance of same.

**We may end this agreement in the following ways:**

(a) On 30 days' notice, outside the Minimum Term. If your Price Plan does not have a Minimum Term, or the Minimum Term has expired, we can end this agreement by giving at least 30 days' notice of ending the agreement.

(b) Because of your conduct. In the following cases, we may end your agreement immediately and you have to pay all the Charges you owe up until we Disconnect you:

(i) if we have the right to Suspend your 3 Services on any of the grounds in Section 9 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified; (ii) if we believe that your communications with 3 Customer Services or any of our retailers or agents, or your use of our 3 Services, are jeopardising the operation of the network, or are of an unacceptable nature; (iii) if we reasonably believe you will not be able to pay your bill. This could result from a failure to pass one of our credit assessments; or (iv) in the event of your bankruptcy, insolvency or death.

(c) No network access or 3 Services. We may end your agreement if we no longer have access to other operators' networks which we need to provide 3 Services, or if we are no longer able to provide 3 Services due to factors beyond our control or because we cease business.

**As per section 10 of 3's terms and conditions ("small print booklet") 3Pay Customers may end the agreement in the following ways:**

You can end the agreement within one month of us telling you about a variation to your agreement by stopping your use of 3 Services.



**We may Disconnect you and end this agreement in the following ways:**

(a) On 30 days' notice. If you are a 3Pay Customer, we can end this agreement by giving you at least 30 days' notice. Your agreement will finish at the expiry of the 30 day notice period or a later date which we specify;

(b) For non-use or non-payment of 3 Services. If you are a 3Pay Customer, we may Disconnect you if you have not topped up your account with a 3Pay Voucher or if your account balance drops below zero and you have failed to purchase and activate a 3Pay Voucher or otherwise make payment to us to clear the negative balance as detailed in Section 9.3;

(c) Because of your conduct. We may also Disconnect you immediately without notice:

(i) if we have the right to Suspend your 3 Services on any of the other grounds as permitted in Section 9 and we believe that the grounds are serious and have not, or are unlikely to be, rectified; or (ii) if we believe that your communications with 3 Customer Services or any of our retailers or agents, of your use of our 3 Services, are jeopardising the operation of the network, or are of an unacceptable nature; or (iii) in the event of your death.

(d) No network access or 3 Services. We may Disconnect you if we no longer have access to other operators' networks which we need to provide 3 Services, or if we are no longer able to provide 3 Services due to factors beyond our control or because we cease business.

**Effect of this agreement ending**

**Pay Monthly Customers**

If this agreement ends, we will close your account and Disconnect you and you will not be able to use 3 Services or make emergency calls. You must immediately pay all Charges you owe up to the date the agreement ends. If we end the agreement due to your conduct or if you end your agreement within the Minimum Term, the Charges will include a Cancellation Fee.

**3Pay Customers**

If this agreement ends, we will close your account and Disconnect you. On Disconnection you will not be able to use the 3 Services or make emergency calls. In addition, you will lose your phone number unless you have made a request for your number to be ported prior to Disconnection. You must immediately pay all Charges you owe (if any) up to the date the agreement ends. If we Disconnect



you for non-use of the 3 Services or your conduct (under Sections 10.5 (b)-(c)), then any unused credits or allowances on 3Pay Vouchers or Add-ons remaining on your account on Disconnection will be forfeited.

For further information regarding our disconnection policy, please see the small print booklet which is a pdf document and can be found on our website at <http://www.three.ie/pdf/SmallPrint.pdf>.



## 5.0 How to Contact us

For more information about our handsets, tariff plans, services and network coverage or any other enquiry you may have you can contact us. Please ensure to quote your account number and /or mobile number.

### 5.1 By telephone:

**Customer Services** - Free when you dial 1913;

### 5.2 By fax:

083 333 3334 - please ensure you state it's for the attention of Customer Services

### 5.3 By post:

3 Customer Services  
Hutchison 3G Ireland Limited,  
PO Box 333  
Dublin 2.

### 5.4 By e-mail:

[customer.services.ie@3mail.com](mailto:customer.services.ie@3mail.com)

### 5.5 Website:

Our website is a great source of information - it is the most up to date source of information.  
Please check out [www.three.ie](http://www.three.ie).

**Our Contact Centre is available 24 \* 7, 7 days a week - remember it's free to call from your video mobile handset.**



## 6.0 Customers' Rights and other Information

Our Code of Practice does not affect your Statutory Rights as a consumer. If you are not satisfied with our response to your query, you can still seek independent advice from a number of independent bodies listed below.

### 6.1 Commission for Communications Regulation

Irish Life Centre  
Lower Abbey Street  
Dublin 1  
Consumer Line LoCall 1890 22 9668  
Email: [info@comreg.ie](mailto:info@comreg.ie)  
Website: [www.askcomreg.ie](http://www.askcomreg.ie)

### 6.2 National Consumer Agency

National Consumer Agency  
4 Harcourt Road  
Dublin 2  
Ireland  
Tel: Consumer Help line Lo Call 1890 432432  
Email: [query@nca.ie](mailto:query@nca.ie)  
Website: [www.nca.ie](http://www.nca.ie)

### 6.3 Regulator of Premium Rate Telecommunications Services (RegTel)

Crescent Hall  
Upper Mount Street  
Dublin 2  
Tel: Lo call 1850 741741  
E-mail: [regtel@iol.ie](mailto:regtel@iol.ie)  
Website: [www.regtel.ie](http://www.regtel.ie)

### 6.4 Advertising Standards Authority of Ireland

IPC House  
35/39 Shelbourne Road  
Dublin 4  
Tel: (01) 6608766  
E-mail: [standards@asai.ie](mailto:standards@asai.ie)  
Website: [www.asai.ie](http://www.asai.ie)

### 6.5 Data Protection Commissioner

Canal House  
Station Road  
Portarlinton  
Co. Laois  
Ireland.  
Tel: Lo Call 1890 252 231  
E-mail: [info@dataprotection.ie](mailto:info@dataprotection.ie)  
Website: [www.dataprotection.ie](http://www.dataprotection.ie)