

## What is it?

New legislation has been introduced via Parliament as part of the Digital Economy Act, it came into force on 1st October 2018 as part of the Communications Act. It applies to all new contracts, including re-signs, taken out from that date and aims to significantly reduce risk of “bill-shock” for end users. The guidelines have been outlined in this link released by Ofcom - [https://www.ofcom.org.uk/\\_data/assets/pdf\\_file/0013/108211/Mobile-bill-limits-implementation.pdf](https://www.ofcom.org.uk/_data/assets/pdf_file/0013/108211/Mobile-bill-limits-implementation.pdf)

## What are the requirements?

**Offer bill limit** - each newly contracted customer (new business or re-signs) must be given the option to set a bill limit by the partner. In line with the general marketplace DWS will be offering this at MPN level as opposed to account level. From 1st October 2018, providers must offer the ability to manage (edit/remove) throughout life-cycle as required with fair notice from the customer. Restrictions and spend values must be reset at the beginning of each bill cycle.

**Notifications** - must be sent to customers by the partner if they are coming close to reaching their limit and once they have reached their limit, notifications must be in writing (by preferred contact method SMS/Email/Letter)

**Restricted charging** - bill providers are prohibited from charging beyond the set bill limit, even if a customer exceeds the amount and the service is not restricted or highlighted by the provider in time. Bill providers are responsible for supplier costs that cannot be passed on to the customer, this means within our wholesale channel that Partners will be responsible for enforcing bill limits for their customer NOT DWS. However DWS will offer significant tools to help partners manage their own risk.

**Premium & non-standard services still chargeable (in part)** - bill providers will not be able to pass on “Access Charges” related to Premium and Non-Geo call types however relevant “Service Charges” will be passed on and will NOT contribute towards Bill Limit value. In addition “Charge to Mobile” services or any non-mobile usage (such as MPAY) will not form a part of the Bill Limit.

**Access bundles and free services** - in the event a customer breaches their Bill Limit, providers must still offer end users access to inclusive allowances (such as tariff allowances and bolt-ons), free of charge services and emergency services. We do our utmost to provide this, however, due to restriction availability from the networks, some event types, such as calls to directory enquiries, that do not have specific barring functionality will trigger call bars that may affect other event types.

**Please be aware that implementation of these regulations may differ from provider to provider (including networks), for example some providers may choose to include the service charge element of a call towards the customer’s bill limit.**

## What were the biggest challenges with implementing this?

The biggest challenges with the introduction of this legislation is relevant to almost all ISPs and Resellers, and those are:

**Real-time billing** - almost no networks offer this to partners and ISPs, including DWS. Meaning late landing domestic and roaming traffic could cause issues with forward billing for partner within the wholesale channel. However from 1st April 2019 we will no longer be passing on late landing traffic to partners.

**Restriction/Barring capabilities** - as briefly covered above, the legislation outlines that suppliers should not restrict services covered within service charges (such as inclusive bundles and free services). However the networks do not offer restriction to suit each and every instance, for example; if a user goes abroad to a WTS destination, they will receive the £5 per day charge until they hit their limit value. At that point the device will be roaming barred to ensure no further daily charges are applied, however if that user goes back to the EU within the same billing cycle they would be entitled to use roaming services. In instances such as this the customer will experience disruption in service that cannot currently be avoided.

Should you require more information on how our Mobile Bill Limit barring works then please see our Barring Profile document by [clicking here](#).

## How might this be implemented?

Channel partners and suppliers have varying methods for implementing this service. However we must be clear that DWS is not able to enforce this on behalf of our partners, we have done our utmost to ensure that partners are educated on the legislation itself, that they have tools to manage their own risk and account managers may have also offered some guidance around what we are doing for their direct customers. However the responsibility of ensuring customers' have access to a bill limit service will ultimately lie with the partner.

The main reason for this is that Digital Wholesale Solutions has no knowledge of what the end user customer is being charged by the partner, nor would we have visibility if they had a limit set at all. Even the additional feature of not passing on late landing traffic will only be based on values set at the wholesale rate not the end user rate and partners will need to ensure the end user bill limit is enforced correctly based on their own mark-ups.

The key things to consider when implementing a Mobile Bill Limit strategy are the five points listed in the requirements on this document. However, should you require any further guidance or have any questions that may not have been answered within this document then please do not hesitate to contact your account manager for assistance.

## FAQ's

**Q: Is it available on all tariffs, even when a customer resigns on a legacy tariff?**

**A:** Yes, this is not currently restricted by tariff, some other providers/operators may restrict availability by tariff.

**Q: Can the customer adjust the value of the limit mid-month?**

**A:** No. Instead they can only opt-out mid billing month and then set a new limit to apply from the following billing cycle. **Please Note:** In the event a user/partner chooses to opt out a subscription that had already breached its limit mid-month, any withheld charges will be rerated and charged.

**Q: What if the customer re-signs or amends the tariff mid-month and they are likely to breach their spend limit?**

**A:** They will either need to opt out for remainder of that billable month or leave bill cap as it is and risk disruption in service if they do actually breach it.

**Q: How will late landing traffic, roaming or domestic, affect the limit?**

**A:** Late landing traffic will always contribute towards bundle allowances and set limits as it always has. However if it falls outside of the set limit, and is a qualifying event type, then it will no longer be billed on to the partner from 1st April 2019.

**Q: Are notifications sent automatically or manually (via billing) to the end user?**

**A:** No, DWS will not notify the end user at all as their billing will not represent the values that we bill our partners.

**Q: What if the customer is not sure what their limit should be?**

**A:** Please remember this is not a mandatory service for each and every customer, it is only mandatory for providers to offer it. If a customer is unsure of what value they should apply then simply suggest they set it as high as they can afford to in order to avoid billshock, whilst simultaneously keeping risk of disruption of service to a minimum.

**Q: Are other caps, such as Worldwide Data Cap still applicable?**

**A:** Yes.