

Executive Order No. 566 of 24 May 2023

*Unofficial and non-binding English translation
Only the Danish version of the text has legal validity*

Executive Order on End-User Rights in the Telecommunications Field¹⁾

Pursuant to section 3, section 4(1), nos. 1, 3, 4, 5, 6, and 8, and section 5(1) of the Act on Electronic Communications Networks and Services, cf. Consolidated Act No. 955 of 17 June 2022, the following provisions shall apply:

Part 1

Scope of application

1.(1) This Executive Order shall apply to any provision of electronic communications networks and services, provision of number-independent interpersonal communications services, and provision of terminal equipment used for mobile communications services, without prejudice to subsections (2)-(4).

(2) This Executive Order shall not apply to:

- 1) establishment and operation of payphones or other access to public voice telephony, cf. section 6 of the Act on Electronic Communications Networks and Services;
- 2) distribution of radio and TV programmes in community antenna systems;
- 3) community antenna systems used exclusively for distribution of radio and TV programmes; or
- 4) machine-to-machine communications services, unless otherwise stated.

(3) Provision of electronic communications services provided solely by means of prepaid cards or electronic communications services comparable therewith shall not come under section 6 and sections 11-17.

(4) This Executive Order shall not apply to microenterprises which provide number-independent interpersonal communications services, unless they also provide electronic communications services.

(5) Subject to prior agreement between an end-user and a commercial provider of public electronic communications networks and services, the provisions of sections 16-17 may be departed from in contracts where the customer is not a consumer.

Definitions

2. For the purposes of this Executive Order, the following definitions shall apply:

- 1) *Prepaid electronic communications services*: Provision of services where the end-user, via purchase of a card or electronic communications services comparable therewith, prepays the combined service, including the continuous consumption.
- 2) *Durable medium*: Any instrument which enables the consumer or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the

unchanged reproduction of the information stored, cf. article 2, no. 10, of Directive 2011/83/EU.

- 3) *Commitment period*: The period, counted from the entry into force of the contract, after which the end-user may release itself from a contract on access to electronic communications networks or services without further costs.
- 4) *Stopping of call forwarding*: A specific instance of automatic call forwarding established to an end-user's number is stopped at the request of the end-user.
- 5) *Barring*: A function whereby, at the request of the end-user, the service offered can be completely or selectively barred for certain types of usage-based charging.
- 6) *Current billing data*: Information about the usage-dependent charging.
- 7) *Billing control*: A function whereby the service provided is barred to further usage directly after the usage has been found to exceed an amount agreed in advance between the provider and the end-user.
- 8) *Tariff-grouped bill*: A bill grouping the services charged into the tariff categories applied by the provider.
- 9) *Itemised bill*: A bill itemising the services charged to such a level that the end-user is able to identify its usage of the service, including details of the number called, date, time, duration, price, or similar data serving as a basis for billing the usage of the service.
- 10) *Payphones*: Payphones using coins, credit or debit cards, or prepayment cards, including cards for use with dialling codes.
- 11) *Consumer*: Any natural person using or requesting a publicly available electronic communications service or a number-independent interpersonal communications service for purposes not related to the trade, business, craft or profession of the person concerned.
- 12) *Microenterprises*: Enterprises with fewer than 10 employees and an annual turnover or balance sheet below 2 million euro, cf. Commission Recommendation 2003/361/EC of 6 May 2003.
- 13) *Small enterprises*: Enterprises with fewer than 50 employees and an annual turnover or balance sheet below 10 million euro, cf. Commission Recommendation 2003/361/EC of 6 May 2003.
- 14) *Not-for-profit organisations*: Legal entities that are not established or operated for the purpose of earning a profit for their owners, members, etc.
- 15) *Number-based electronic communications service*: An electronic communications service that enables establishing connection to one or more numbers in the public Danish numbering plan or international numbering plans, or that enables communication with one or more numbers in the public Danish numbering plan or international numbering plans.

Part 2

Requirements for providers of voice communications services

3. Providers of voice communications services shall ensure that their end-users can

- 1) make calls to the text telephone service provided by the universal service provider, and
- 2) make calls to at least one call-based nationwide directory enquiry service containing all numbers within the public Danish numbering plan assigned to end-users.

Part 3

Common terms for commercial provision of electronic communications networks and services to end-users

4. (1) Before making a contract with a consumer about delivery of a public electronic communications service or a number-independent interpersonal communications service, commercial providers of public electronic communications services and providers of number-independent interpersonal communications services shall make the information mentioned in Annex 1 or 2 and Articles 5 and 6 of Directive 2011/83/EU, available to the consumer in a clear and comprehensible manner.

(2) Furthermore, providers as mentioned in subsection (1) shall, in a clear and prominent manner and directly before the consumer places his order, make a brief and legible contract summary available to consumers, cf. Commission Implementing Regulation (EU) 2019/2243. Where, for objective technical reasons, it is impossible prior to conclusion of the contract to make the contract summary available to the end-user, including if the order is placed by means of distance communication, which allows only limited space or time to display the information, the contract summary shall be made available to the consumer without undue delay thereafter, and the contract shall become effective when the consumer has confirmed his or her agreement after having received the information referred to in first sentence.

(3) Providers as mentioned in subsection (1) shall, within a reasonable time after the conclusion of the contract and prior to delivery of the service, give the end-user a confirmation of the contract on a durable medium. The confirmation of the contract shall contain the information mentioned in subsection (1), unless the provider has already given the information on a durable medium. Where provision on a durable medium is not feasible, the information mentioned in subsection (1) shall be provided in an easily downloadable document made available by the provider. In that case, the provider shall expressly draw the consumer's attention to the availability of that document and the importance of downloading it for the purposes of documentation. The information shall, upon request, be provided in an accessible format for end-users with disabilities.

(4) The information referred to in subsections (1) and (2) shall also be provided to end-users that are microenterprises, small enterprises or not-for-profit organisations, unless they have explicitly agreed to waive all or parts of those provisions.

(5) The information referred to in subsections (1) and (2) shall form an integral part of the contract and may only be amended if expressly agreed between the parties.

5. Providers of electronic communications networks or services shall not apply any different requirements or general conditions of access to, or use of, networks or services to end-users, for reasons related to the end-user's nationality, place of residence or place of establishment, unless such different treatment is objectively justified.

6.(1) Commercial providers of public electronic communications networks or services to end-users shall ensure that end-users are informed of changes in the terms and relevant prices applicable to the provision at a notice allowing the end-user to terminate the contract without cost with effect, at the latest, from the date on which the change enters into force. Changes of a purely favourable nature, e.g. general price reductions, may be introduced without prior notice.

(2) The notice of changes pursuant subsection (1) shall be at least one month and include information about the end-user's right to terminate the contract. The notice shall be clear and comprehensible and shall be provided on a durable medium.

(3) The end-user may terminate the contract under subsection (1) until one month after the notice.

(4) Subsection (1) shall also apply to provision of machine-to-machine services for consumers, microenterprises, small enterprises and not-for-profit organisations.

7.(1) Commercial providers of public electronic communications networks or services to end-users shall ensure that the contract with a consumer on access to the relevant networks or services does not contain terms that bind the consumer, directly or indirectly, for a period longer than the agreed commitment period, cf. section 2, no. 3, which, as a maximum, may be set at six months.

(2) In connection with agreements on buying, borrowing, leasing etc. of telecommunications terminal equipment used for mobile communications services, providers of telecommunications terminal equipment used for mobile communications services shall ensure that consumers, not later than six months after the effective date of the contract, will not be committed, e.g. by SIM locks, to using a specific electronic mobile communications network. Cancellation of commitments shall be effected without cost to the consumer as soon as possible after having been requested by the consumer.

(3) In connection with the proportionate refund of any prepaid amounts on termination of contracts, providers as mentioned in subsection (1) may introduce a scheme under which prepaid amounts will not be refunded to the consumer if the outstanding amount does not exceed DKK 25. Where this scheme is introduced, the provider will not be able to collect any outstanding amount that does not exceed DKK 25 from the consumer.

(4) The commitment period, cf. section 2, no. 3, shall not exceed 24 months for end-users that are microenterprises, small enterprises or not-for-profit organisations unless they have explicitly agreed to waive this.

8. Before a contract of a fixed duration is automatically prolonged, providers of electronic communications services shall inform end-users, in a prominent and timely manner and on a durable medium, of the end of the contractual commitment and of the means by which to terminate the contract. In addition, and at the same time, providers shall give end-users best tariff advice relating to their services. Providers shall give end-users best tariff information at least annually.

9.(1) Where an end-user has the right to terminate a contract for a publicly available electronic communications service before the end of the agreed contract period, no compensation shall be due by the end-user, without prejudice to (2).

(2) Where the end-user chooses to retain terminal equipment bundled at the moment of the contract conclusion about provision of an electronic communications service, any compensation due shall not exceed the value of the equipment at the moment of the contract conclusion and which has not yet been paid, or the remaining part of the service fee until the end of the contract, whichever amount is smaller.

(3) On termination of the contract, cf. subsection (1), any condition on the use of that terminal equipment on other networks shall be lifted, free of charge, by the provider and at the latest upon payment of such compensation.

(4) Subsections (1)-(3) shall also apply to provision of machine-to-machine services for consumers, microenterprises, small enterprises and not-for-profit organisations.

10.(1) If a bundle of services or a bundle of services and terminal equipment offered to a consumer comprises at least an internet access service or a number-based electronic communications service, section 4(2) and sections 6-9 of this Executive Order and section 2 of the Executive Order on information requirements in connection with the provision of electronic communications nets and services shall apply to all elements of the bundle.

(2) Where the consumer has a right to terminate any element of the bundle before the end of the agreed contract term because of a lack of conformity with the contract or a failure to supply, the consumer has the right to terminate the contract with respect to all elements of the bundle.

(3) Any subscription to additional services or terminal equipment provided or distributed by the same provider of internet access services or of publicly available number-based interpersonal communications services shall not extend the original duration of the contract to which such services or terminal equipment are added, unless the consumer expressly agrees otherwise when subscribing to the additional services or terminal equipment.

(4) Subsection (1) and (3) shall also apply to end-users that are microenterprises, small enterprises, or not-for-profit organisations, unless they have explicitly agreed to waive all or parts of those provisions.

Functions and facilities

11. Commercial providers of voice communications services to end-users shall offer the end-user stopping of call forwarding from a third party, cf. section 2, no. 4.

12.(1) Commercial providers of public electronic communications networks or services to end-users shall offer the consumer access to current billing data, cf. section 2, no. 6, via one or more of the services governed by the contract if usage-dependent charging is used in providing the service. In addition to this, the provider may offer current billing data via other services.

(2) The consumer shall have access to current billing data for a minimum period of ten hours a day.

(3) The data on which current billing data are based shall be updated at intervals of 24 hours as a minimum, without prejudice to subsections (4)-(6).

(4) Data as mentioned in subsection (3) concerning calls made from, or received by, a mobile terminal abroad shall be updated not later than 24 hours after being received by the provider and not later than 31 days after the call was made.

(5) Data as mentioned in subsection (3) concerning calls made to manually operated special services shall be updated at intervals of 72 hours as a minimum, subject to subsection (6).

(6) The requirements of subsection (3) for the updating frequency of data shall not apply to calls made from abroad that are invoiced and billed by providers of public electronic communications networks or services to end-users in Denmark on the basis of data from providers of electronic communications networks or services in other countries, e.g. collect calls.

(7) Irrespective of which service is being used, including services not covered by the relevant contract with the consumer, any billing data shall be offered to the consumer at a charge not exceeding the lowest tariff used by the provider for the service in question at the time when the function is used.

13.(1) Commercial providers of public electronic communications networks or services to end-users shall offer the consumer billing control, cf. section 2, no. 7, if usage-dependent charging is used in providing the service.

(2) Barring as a result of the billing control referred to in subsection (1) shall be immediately cancellable by the consumer. The barring shall be cancellable via one or more of the services covered by the contract.

(3) Irrespective of barring as a result of the billing control referred to in subsection (1), it must be possible to make emergency communication to the public emergency service (112).

(4) The data on which billing control is based shall be updated in the manner described in section 12(3)-(6).

(5) Billing control shall be offered to the consumer free of charge at the conclusion of the contract and on readjustment of the arrangement once every quarter. At the conclusion of the contract, providers as mentioned in subsection (1) shall explicitly ask the consumer to decide on a possible agreement on billing control.

14.(1) Commercial providers of public electronic communications networks or services to end-users shall, if usage-dependent charging is used in providing the service, offer the consumer either tariff-grouped billing, cf. section 2, no. 8, or itemised billing, cf. section 2, no. 9, at the end-user's discretion.

(2) By way of derogation from the requirements in subsection (1), details of the number called, in the case of calls made from a mobile terminal abroad, shall solely be itemised if the provider is able to obtain data from the relevant provider abroad.

(3) The bill shall always be offered to the consumer free of charge either on a printed medium or a durable electronic medium in relation to ordinary periodic invoicing or in relation to complaints, cf. sections 16 and 17.

(4) By way of derogation from subsections (1)-(3), calls which are free of charge to the end-user shall not be itemised on the bill.

15. If providers of electronic communications services offer barring of outgoing calls, the providers shall ensure that emergency communication can be made to the public emergency service (112).

Complaint handling

16.(1) Commercial providers of public electronic communications networks or services to end-users shall handle complaints from end-users and shall make a written decision in complaint cases where the end-user complains about the recorded usage and payment in respect of such networks or services not later than three months after the date on which the complaint was initially lodged. If the consideration of such complaints implies that special recording or monitoring of usage, billing etc. is to be established for a certain period of time for the purpose of exposing possible sources of error, this time limit shall be extended to six months.

(2) When considering complaints about recorded usage and payment, providers as mentioned in subsection (1) shall suspend the collection of the disputed amount and omit disconnecting the end-user's connection.

(3) By way of derogation from subsection (2), providers as mentioned in subsection (1) may bar the end-user's connection to outgoing traffic in case the end-user's traffic usage during the period in which the amount billed is suspended exceeds, within an invoiced month, an amount corresponding to the highest monthly traffic usage recorded during the last three months prior to the disputed period. If the customer relationship has lasted for less than three months, the highest monthly traffic usage shall be calculated on the basis of the months elapsed so far. In cases where a credit maximum has been agreed between the end-user and the provider, this shall replace the highest monthly traffic usage.

(4) Providers as mentioned in subsection (1) shall ensure that irrespective of barring pursuant to subsection (3) it will be possible to make emergency communication to the public emergency service (112).

(5) Providers as mentioned in subsection (1) shall ensure that by way of derogation from subsection (3) it shall be possible for an end-user to prevent barring of outgoing traffic by providing security for the disputed amount of the bill.

(6) Suspensive effect under subsection (2) shall only mean that the payment obligation and any non-executed closing of the telephone connection are suspended with effect from the time when the complaint was lodged. There will be no suspension of accrued interest while the case is pending.

17. If a commercial provider of public electronic communications networks or services to end-users does not accept an end-user's complaint, the provider shall:

- 1) suspend collection of the disputed amount of the bill for a period of four weeks after the date on which the decision was communicated to the end-user; during that period, the provider may not disconnect the end-user's connection, subject to section 16(3) regarding the possibility of barring the connection during a pending complaint case;
- 2) inform the end-user about the rules in no. 1; and
- 3) inform the end-user about the possibility of appealing the provider's decision.

Part 4

Information requested by the Danish Agency for Data Supply and Infrastructure, the Telecommunications Complaints Board and the Telecommunications Appeals Board

18. Provisions on secrecy and processing of traffic and localisation data in the Executive Order on Protection of Personal Data in connection with the provision of public electronic communications services and number-independent interpersonal communications services shall not limit the ability of the Danish Agency for Data Supply and Infrastructure, the Telecommunications Complaints Board and the Telecommunications Appeals Board to request information about traffic data in connection with the handling of specific cases.

Part 5

Coming into force

19.-(1) This Executive Order shall come into force on 1 July 2023.

(2) Executive Order No. 1887 of 8 December 2020 on End-User Rights in the Telecommunications Field shall be repealed.

Ministry of Climate, Energy and Utilities, 24 May 2023

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Annex 1

Required content of contracts

Contracts governed by the rules of this Executive Order, cf. section 4(1), shall, in accordance with Annex VIII of Directive 2018/1972/EU, contain the following minimum information:

- 1) the provider's name and address,
- 2) the quality and service level, including supply times and any special limitations in using the network or service,

- 3) the types of fault repair services offered and customer services provided and how these services can be contacted,
- 4) traffic prioritisation, if this is done, and the impact thereof on the end-user's use of the service,
- 5) all relevant prices and possible methods of payment, including how updated information about this may be obtained,
- 6) terms, including notice to be given, termination, disconnection and cessation in case of default on the part of the end-user,
- 7) the end-user's options with regard to inclusion or omission of its personal data in number databases and which data are comprised therein,
- 8) measures that may be initiated by the provider on account of security- or integrity-related events or threats and vulnerabilities,
- 9) any restriction imposed by the provider on the use of terminal equipment delivered,
- 10) conditions for renewing the contract,
- 11) any commitment periods, cf. section 7, or minimum usage,
- 12) terms for compensation and refund in case the contracted service is not met,
- 13) terms for compensation to the end-user in case of delayed porting and in case of misuse of porting made by the provider or on the provider's behalf, cf. section 27(4) of the Act on Electronic Communications Networks and Services,
- 14) terms on compensation to the end-user in case of a delayed change of provider and in case of abuse of provider changes by or on behalf of the provider, cf. section 7 of the Executive Order on information requirements, etc. in connection with the provision of electronic communications networks and services,
- 15) procedure for settling disputes,
- 16) functions and facilities that the end-user is entitled to under sections 11-14,
- 17) detailed information about products and services designed for end-users with disabilities,
- 18) access to making emergency communication to the public emergency service via the single European emergency call number (112), and
- 19) any special limitations related to emergency communication (112), including limitations applicable to routing emergency communication to the nearest Public Safety Answering Point and limitations in respect of the caller location information made available to the emergency management authorities when the network or service is used.

Required information for provision of prepaid electronic communications services

When offering the services referred to in section 1(3), the provider, in accordance with Annex VIII of Directive 2018/1972/EU, shall give the end-user the following minimum information:

- 1) the provider's name and address,
- 2) the quality and service level, including any special limitations in using the network or service,
- 3) the types of fault repair services offered and customer services provided and how these services can be contacted,
- 4) traffic prioritisation, if this is done, and the impact thereof on the end-user's use of the service,
- 5) all relevant prices and possible methods of payment, including how updated information about this may be obtained,
- 6) terms, including notice to be given, termination, disconnection and cessation in case of default on the part of the end-user,
- 7) the end-user's options with regard to inclusion or omission of its personal data in number databases and which data are comprised therein,
- 8) measures that may be initiated by the provider on account of security- or integrity-related events or threats and vulnerabilities,
- 9) any restriction imposed by the provider on the use of terminal equipment delivered,
- 10) conditions for renewing the contract,
- 11) any minimum usage,
- 12) terms for compensation and refund in case the contracted service is not met,
- 13) terms for compensation to the end-user in case of delayed porting and in case of misuse of porting made by the provider or on the provider's behalf, cf. section 27(4) of the Act on Electronic Communications Networks and Services,
- 14) procedure for settling disputes,
- 15) detailed information about products and services designed for end-users with disabilities,

16) access to making emergency communication to the public emergency service via the single European emergency call number (112), and

17) any special limitations related to emergency communication (112), including limitations applicable to routing emergency communication to the nearest Public Safety Answering Point and limitations in respect of the caller location information made available to the emergency management authorities when the network or service is used.

Official Notes

¹⁾ This Executive Order contains provisions implementing parts of Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), Official Journal 2002, No L 201, page 37, and parts of Directive 2018/1972/EU of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast), Official Journal 2018, no. L 321, page 36.