

# Service Usage Specification

## Development and Maintenance Guide

### 1 Introduction.

This document aims, in the interests of the level playing field, to ensure that Communications Providers have a common understanding of the SUS and its intended use.

### 2 What is a SUS?

**Clause 2.1.17** of the Metering & Billing Direction (the Direction), repeated below for convenience, defines the SUS.

**2.1.17 "Service Usage Specification** means the detailed description of the basis on which an End-user's use of a Communication Provider's electronic communications facilities is assessed for charging purposes.

It comprises or refers out to comprehensive technical documentation describing the characteristics of the TMBS.









### 3 Who should produce the SUS?

**Clause 11.1** of the Direction requires Communications Providers to produce the SUS.

### 4 What should the SUS contain?

A SUS or set of SUSs should cover all core and material products and services offered by the Communications Providers that are regulated by the Direction. An example of a product in this context might be a Friends and Family discount package, where the service is Domestic Telephony.





A SUS should contain:

-  a detailed description of the material product(s) and / or service(s) and their delivery mechanism;
-  a list identifying and justifying all non-material product(s) and / or service(s) (ref. **Clause 9.1** of the Direction);
-  a geographic and / or demographic coverage description for each of the material product(s) and / or service(s), where they are not universally available U.K. wide;
-  any relevant End-user conditions for engaging, using or terminating each of the product(s) and / or service(s);
-  a mathematical description of the charging mechanism(s) including rounding and aggregation rules of the product(s) and / or service(s);
-  a description of and the reasons for any deviations from the Direction
-  the details of and justification for any SUS claims (see section 7 below); and
-  the source references for any supporting documentation.

All Communications Providers are required to describe, in the Published or Previously Agreed Tariffs or in the product / service description and / or terms & conditions, all charging mechanisms other than the temporary or trivial SUS claims and those SUS claims dealing with fraud.

## 5 How many SUS(s) do I have to have?

**Clause 11.1** of the Direction states that Communications Providers shall produce one SUS for each Total Metering & Billing System (TMBS) employed. However, Communications Providers can refer to common documents controlled elsewhere in the TMBS if that is appropriate, such as, but not limited to:

-  Tariffs;
-  Product Descriptions;
-  Intra / Internet sites; and
-  TMBS Documentation.

There can be advantages to having common “stand-alone” SUS documents for parts of each TMBS if a TMBS contains more than one type of switch, for example.

A Communications Providers can develop more than one SUS per TMBS if that best fulfills its needs but all SUSs shall be agreed with its Approval Body.

## 6 What happens to the SUS?

Each Communications Provider shall agree the contents of each SUS with its Approval Body, as described in **Clause 11.1** of the Direction.

**Clause 12.5.5** of the Metering and Billing Approval Scheme Guide Issue 2 (the Guide) shows that SUS claims (see section 7 below) will be subject to review by the Approval Body Forum but treated as commercially confidential.

SUS claims combating or preventing fraud or those listed in section 10 below will not normally be discussed or reviewed by the Approval Body Forum, but will be made available to the National Regulatory Authority (Ofcom) in confidence in the interests of the level playing field.

## 7 SUS Claims.

**Clause 11.2** of the Direction indicates that “Where design features and operating processes to protect End-users’ interests result in one or more Undercharged Events under normal operation of the TMBS, such undercharging shall not count against the requirements of the Direction provided the design features and processes do not under any circumstances result in Overcharged Events”.

In essence, the SUS claim promotes the prevention of Overcharging Events by permitting undercharging in temporary or trivial cases and ensures fraud is limited by maintaining the confidentiality of such information through placing it in the SUS.

A SUS claim may be appropriate where it would be disproportionately costly to attempt to rectify or even routinely measure certain features which result in trivial undercharging and the SUS claim thus provides a way to handle this without excessive effort or cost.

However, it is not intended that the SUS claim becomes a mechanism by which Communications Providers continually escape assessment for overcharging by severely undercharging for extended periods.

**Clause 2.1.19** of the Direction, for example and repeated below for convenience, permits Communications Providers to deviate from the accuracy measurement detailed in the Direction.

When deviations are permitted and made, the SUS claim enables these deviations to be documented, understood and justified.

**2.1.19 "Undercharged Event"** means a Chargeable Event:

either

(a) for which the charge to the End-user is lower than that calculated on the basis of Published Tariffs, or Previously Agreed Tariffs;

or

(b) which has been omitted from the logged record or Bill owing to an incident; and which is not covered by a Service Usage Specification claim.

Note: An example of b) is the loss of call records as a result of a switch restart.

It may be more appropriate to describe in the Measurement Strategy Document those cases where the estimation of data may lead to an Undercharged Event when compared to absolute, but inappropriate, measurement of the item.

A SUS claim should include:



a description of the deviation which causes undercharging;



the detailed reason for each deviation; and



the calculation formula or method of estimation for each deviation;

## 8 What is not permitted as a SUS Claim?

It is an objective of the National Regulatory Authority (Ofcom) to promote the visibility to End-users of tariffs and the rules behind them. The following examples therefore give details of subjects / scenarios, which are to be described in Published or Previously Agreed Tariffs and / or the product or service description and / or terms & conditions rather than being the subject of a SUS claim.

### 8.1 Rounding

**Clause 6.2** of the Direction states that Tariffs shall include statements to define the resolution and rounding of aggregated and individual charges, including the underlying units of measurement.

The statements included in Tariffs are to apply to both the original aggregated or individual charge and the aggregated or individual VAT or, alternatively, to the aggregated or individual VAT inclusive charge.

Unless the nature of rounding is such as to cause trivial undercharging, rounding details should appear in Published or Previously Agreed Tariffs or in the product description and / or terms & conditions rather than in the SUS.

### 8.2 Pay-As-You-Go Text Messaging

Normally text messages originating from a mobile phone supported under a subscription contract are charged to the sending mobile phone when the receiving mobile phone or mobile phone system confirms receipt of the text messages.

Some mobile network Communications Providers operate a different charging mechanism for text messages originating from a Pay-as-you-go mobile phone. These may, at the choice of the Communications Provider, be charged to the sending mobile phone regardless of successful receipt of that text message by the receiving mobile phone.

If they exist, the differences between diverse charging mechanisms for similar products and / or services then the detail should be visible to End-users because **Clause 6.3** of the Direction states that "Where the fee varies according to a choice made by the End-user, then such variations should appear in the Tariffs". In this case, the choice is between contract and Pay-as-you-go.

These charging mechanisms should not appear in the SUS without appearing in Published or Previously Agreed Tariffs or in the product description and / or terms & conditions.

### **8.3 Mobile Reconnection Establishment**

It is a fact little known and often forgotten by End-users that when a mobile moves out of range of the base station, any mobile originated connection is effectively maintained for a period of several seconds to permit communications reconnection attempts. The mobile handset will be charged for the period until the call is released. The Published or Previously Agreed Tariffs also need to state if an allowance is made on a re-dialled call after a dropped call.

In the case of mobile originating to mobile terminating calls, if neither party has cleared down; or in the case of mobile originating to fixed terminating calls, if the mobile party has not cleared down, then the originating mobile (the charged party) is charged during the period of no communications if reconnection attempts are permitted or carried out.

If this is the case then suitable statements should appear in Published or Previously Agreed Tariffs or in the product description and / or terms & conditions.

## **9 Examples of SUS Claims.**

Some examples of SUS claims likely to be accepted by an Approval Body and the Approval Body Forum, sometimes after negotiation, are detailed below.

### **9.1 Calls made during Switch Concentrator Isolation**

When a fixed network concentrator loses contact with its controlling processor, the only calls possible are to other numbers on the same concentrator.

Because the accounting sub-system cannot accurately price such calls, these calls are not billed. This is to protect customers from overcharging.

### **9.2 Operator Controlled Calls**

Calls made via a human operator may be subject to manual intervention of start timing.

This is to ensure the requested service has been delivered, to avoid overcharging. Call durations are underestimated by between 1 and 4 seconds. The size of the underestimate is due to the technological limitation of a necessary human intervention.

### **9.3 Short Duration Calls**

Calls of duration 2 seconds and less; may or may not be billed.

### **9.4 Small / Trivial Bills**

Document MABG 3 refers.

## **10 Length of SUS Claim Validity.**

All SUS claims, except possibly those dealing with fraud, or those listed in section 9 above are accepted on a temporary or triviality basis and are to be both agreed by the Communications Provider's Approval Body and reviewed by the Approval Body Forum. All SUS claims are to be reviewed annually, or more often, as part of the ongoing audit process.

## **11 Subsequent Action Following SUS Agreement.**

Approval Bodies and Communications Providers are to initially agree the scope of Communications Providers' activities to be covered by the TMBS Approval Scheme and then to ensure that that scope is covered by the scope of assessment.

The method of demonstrating compliance with the Direction (i.e. the measurement strategy, see **Clause 10.1** of the Direction) is also to be agreed between the Communications Provider and its Approval Body and all deviations from the accuracy requirements detailed in the SUS will be considered when judging compliance.

The Communications Provider is to ensure that all SUS documentation is at all times current and is to agree all changes with its Approval Body.

## **12 Further SUS Guidance.**

If a Communications Provider has difficulty completing its SUS, then further guidance should be sought in the first instance from its chosen Approval Body.

