

**Customer Complaint Settlement Scheme (CCSS)  
for the Telecommunications Industry**

**CUSTOMER APPLICATION FORM**

Please note -

- \* Mandatory field. Your application may be rejected if the required information is not provided.
- ^ Please delete as appropriate
- Please tick as appropriate
- # Use separate sheet if not enough space

**PART A – PERSONAL PARTICULARS**

1. Contact Information of the Customer\*

<b>Title</b>	<b>Mr / Miss / Ms<sup>^</sup></b>	<b>Last name</b>		<b>First name</b>	
<b>Contact telephone no.</b>				<b>Fax no.</b>	
<b>Email address</b>					
<b>Correspondence address</b>					

2. Preferred Language of Communication and Mediation

- Cantonese       English       Putonghua

**PART B – DETAILS OF DISPUTE**

3. I have a billing dispute with the following telecommunications service provider (**CCSS Member**) (note (a))\* :

- |  |   |
|--|---|
| <input type="checkbox"/> China Mobile Hong Kong Company Limited      | <input type="checkbox"/> Hong Kong Broadband Network Limited        |
| <input type="checkbox"/> China Unicom (Hong Kong) Operations Limited | <input type="checkbox"/> Hong Kong Telecommunications (HKT) Limited |
| <input type="checkbox"/> China-Hong Kong Telecom Limited             | <input type="checkbox"/> Hutchison Telephone Company Limited        |
| <input type="checkbox"/> CITIC Telecom International Limited         | <input type="checkbox"/> i-CABLE                                    |
| <input type="checkbox"/> ComNet Telecom (HK) Limited                 | <input type="checkbox"/> IMC Networks Limited                       |
| <input type="checkbox"/> CSL Mobile Limited                          | <input type="checkbox"/> Multibyte Info Technology Limited          |
| <input type="checkbox"/> HGC Global Communications Limited           | <input type="checkbox"/> SmarTone Communications Limited            |
| <input type="checkbox"/> HKBN Enterprise Solutions Limited           | <input type="checkbox"/> SmarTone Mobile Communications Limited     |
| <input type="checkbox"/> HKBN Enterprise Solutions HK Limited        | <input type="checkbox"/> Sun Mobile Limited                         |

4.  I confirm that I am an individual / residential customer of the above CCSS Member (note (b))\*.

5. The service under dispute is\* :

- Fixed Telephony Service
- Fixed Broadband Service
- Mobile Service
- IDD / Calling Card Service
- Bundled Service (please specify \_\_\_\_\_)
- Others (please specify \_\_\_\_\_)

6. Description of the dispute (note (c)) \*# :

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7. Disputed amount (note (d))\* : \_\_\_\_\_

8. Date of occurrence of the event triggering the dispute : \_\_\_\_\_

9. Date of first complaint to the above CCSS Member : \_\_\_\_\_

10. Response from the above CCSS Member (*please specify the responses, including any offer / resolution / compensation given by the CCSS Member to you for consideration*)\*# :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Your proposal of settlement on the disputed amount (*please note that your proposal is restricted to a monetary claim with an amount not exceeding the disputed amount that you have specified in point 7 above and non-monetary claims are not covered by the CCSS*)\*# :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Name of account holder of the service under dispute\* : \_\_\_\_\_

13. Account number / registered telephone number / Login ID : \_\_\_\_\_

14. Referral Number provided by the above CCSS Member (note (e)) : \_\_\_\_\_

15. Supporting documents for your complaint case (please provide a copy of the following documents (if any) and tick in the box(es) as appropriate) :

- |  |   |
|--|---|
| <input type="checkbox"/> the bill(s) in dispute                    | <input type="checkbox"/> correspondence between the parties |
| <input type="checkbox"/> the service contract with the CCSS Member | in relation to the dispute                                  |
|  | <input type="checkbox"/> other relevant documents           |

## **PART C – SERVICE FEE**

The Office of the Communications Authority (**OFCA**) will assess your complaint case (**Case**) for acceptance under the CCSS. If the Case meets the acceptance criteria, you will be requested to pay a non-refundable service fee of HK\$50 to the Communications Association of Hong Kong (**CAHK**) for using the mediation service under the CCSS. Please pay the service fee according to the payment method and deadline to be specified by OFCA, otherwise your application to the CCSS will be dismissed. For the avoidance of doubt, the service fee once paid is non-refundable regardless of whether or not the mediation (**Mediation**) is conducted, or whether or not a settlement agreement (**Settlement Agreement**) is reached. If the Case does not meet the acceptance criteria, you will be informed accordingly.

## **PART D – NOTICE OF THE COLLECTION OF PERSONAL DATA**

The personal data provided by you under this Customer Application Form or generally to the CCSS will be collected and used for the purpose of processing the Case under the CCSS, and the personal data so provided will be handled by or revealed to OFCA, the CCSS Member, and the agency set up by CAHK to manage and operate the CCSS (**CCSS Agent**).

You have the right to request access to, and the correction of, your respective personal data held under the CCSS and such request should be submitted to OFCA (see the contact details in PART G) in writing.

## **PART E – DECLARATION BY THE CUSTOMER**

1. I confirm that all information that I provide in this Customer Application Form is true and accurate;
2. I have read and understood the Notice of the Collection of Personal Data in Part D;
3. I confirm my agreement to providing my personal data to the CCSS on a voluntary basis and on the terms and for the purposes set out in Part D;
4. I understand that if I wish to remain anonymous or withhold personal information, the Case will be dismissed;

5. I hereby give my express consent for OFCA to transfer the documents supplied by me to the CCSS Member and CCSS Agent for the purpose of processing the Case under the CCSS;
6. I understand and agree that the Case will be handled by a mediator (**Mediator**) appointed by CCSS Agent and I hereby agree to such appointment. The Mediator will use his or her best endeavour to assist me and the CCSS Member to resolve our dispute by way of Mediation and settle the Case on terms agreeable to both parties. I understand that the dispute may not be resolved if a Settlement Agreement is not reached with the CCSS Member after the Mediation;
7. I will cooperate with OFCA and CCSS Agent by providing all relevant documents and information requested, including personal information which is relevant to the Case to enable OFCA and CCSS Agent to handle the Case;
8. I agree to cooperate in good faith with the Mediator during the Mediation;
9. Subject to any applicable laws, I will not disclose to or discuss with any unrelated person (including but not limited to the general public and the media) other than CCSS Agent, Mediator, CAHK and OFCA any details concerning the Mediation Communication (as defined in note (f)) in respect of the Case under the CCSS. Such confidentiality obligation shall be and continue to be applicable regardless of whether or not a Settlement Agreement is reached. However, for the avoidance of doubt, nothing herein relating to the confidentiality obligation shall be construed as prohibiting a party from lodging the Case with the court or appropriate authority after the Case has been handled under the CCSS and the parties have failed to reach a Settlement Agreement;
10. I acknowledge that the Mediator undertakes, and I hereby agree, that he/she will not disclose to or discuss with any other person not being a party to the Case (except the designated personnel appointed by CCSS Agent, CAHK and OFCA for the purpose of the CCSS only) any details concerning the Settlement Agreement in respect of the Case;
11. Once the Case is accepted for handling under the CCSS, I will not submit the Case to other complaint channels including, without limitation, other sections in OFCA, the Consumer Council, Legislative Council members, District Council members or the media until the end of the Mediation process;
12. Once the Case is accepted for handling under the CCSS, I will not submit the Case to the court for handling before completion of the CCSS process;
13. If I and the CCSS Member intend to settle after the Mediation, the Mediator will prepare a Settlement Agreement for signature by both parties. I understand that if I and the CCSS Member sign the Settlement Agreement, it will become a legally binding document which

may be enforced in court as a valid contract governed by ordinary principles of contract law. If I sign the Settlement Agreement, I will not (unless the CCSS Member refuses to sign the Settlement Agreement) further raise or discuss the Case through other complaint channels including, without limitation, other sections in OFCA, the Consumer Council, Legislative Council members, District Council members, or the media and this shall become an obligation under the Settlement Agreement;

14. My claim is made solely against the CCSS Member, and I will not hold CCSS Agent including its staff and Mediator, CAHK and OFCA liable for any claims, loss or damages for whatever causes; and
15. I will observe the applicable requirements in the Operating Procedure for Handling Complaints under the CCSS (**Procedure**), a copy of which is available on CAHK's website: <http://ccss.cahk.hk>. Any failure to observe the Procedure on my part may affect the Mediation process or result in dismissal of the Case.

Signed:

Date:

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(Customer Name :

\_\_\_\_\_ )

**PART F – APPOINTMENT OF REPRESENTATIVE**

**(Please complete this part if an authorised representative is appointed by the customer in handling the application)**

I authorise \_\_\_\_\_ as my representative to handle on my behalf the Case that I submit to the CCSS.

Signed:

Date:

\_\_\_\_\_

(Customer Name :

\_\_\_\_\_ )

I agree to act as the representative of \_\_\_\_\_ to handle on his/her behalf the Case that he/she submits to the CCSS for processing. I have read the Collection of Personal Data in Part D and confirm my agreement to provide my personal data to the CCSS on a voluntary basis and on the terms and for the purposes set out in Part D.

Signed:

Date:

\_\_\_\_\_

(Name of the Authorised Representative :

\_\_\_\_\_ )

(Telephone Number of the Authorised Representative:

\_\_\_\_\_ )

## **PART G – HOW TO SUBMIT THE FORM**

Please send the completed Customer Application Form together with the relevant documents to OFCA by one of the following means -

- By post / hand to: CCSS Team  
Office of the Communications Authority  
29/F, Wu Chung House, 213 Queen's Road East,  
Wan Chai, Hong Kong
- By fax to: 2180 9520
- By email to: [ccss@ofca.gov.hk](mailto:ccss@ofca.gov.hk)

***For enquiries, please contact OFCA's CCSS hotline at 2180 9521 during office hours.***

### **Notes:**

- (a) CCSS is limited to the listed service providers who have participated in the scheme.
- (b) CCSS is applicable to individual / residential customers only.
- (c) CCSS only covers billing disputes in deadlock between CCSS Members and their customers.
- (d) CCSS only covers complaint cases of disputed amount not less than HK\$300.
- (e) Please contact your service provider to obtain the Referral Number.
- (f) "Mediation Communication" means anything said or done, any document prepared, or any information provided for the purpose of or in the course of Mediation but does not include the agreement to mediate and the Settlement Agreement, unless the parties agree otherwise. For the avoidance of doubt, any document or information which existed prior to the commencement of Mediation (e.g. when the Case is submitted to OFCA by the customer under the CCSS) shall not fall within the meaning of "Mediation Communication". However, if any document or information which existed prior to the commencement of Mediation was held by a party only and was provided to the other party for the purpose of or in the course of Mediation, such document or information shall be regarded as "Mediation Communication".