

## Addendum to Decisions on Recommendations for the Consumer Rights and Obligations Policy v.3

*This Addendum to the DoRs issued on 1<sup>st</sup> November, 2013 includes the comments of Digicel, and the Authority's responses thereto, which were accidentally omitted from the DoRs. The content of this Addendum should be read as part of the DoRs issued on November 1<sup>st</sup> 2013.*

Policy Section	Comments	Recommendations	TATT Comments
General	<p>Digicel (Trinidad &amp; Tobago) Limited (“Digicel”) is pleased to have the opportunity to provide feedback on this important policy and is in broad agreement with the principles expressed therein. However, Digicel wishes to implore the Authority to exercise caution as once more it appears to be heading into the realms of heavy-handed regulation. There seems to be no recognition of the fact the aggressively competitive market has provided a significant degree of self regulation in the industry, as providers are compelled to go beyond the call of duty in order to retain valuable customers. As such, it is only a basic minimum set of standards, if any, should be established by the regulator.</p> <p>Digicel is of the view that such close oversight over customer matters would provide little to no discernible added value, and would be an inefficient use of the Authority’s resources. As it stands, the Authority is slow/ unresponsive on matters which have a significant impact on the industry (such as enforcement action against unlicensed providers of telecommunications services, complaints about anti-competitive behavior and misleading advertising). Perhaps the concessionaires and consumers would be better off if the Authority addressed the issues affecting the industry in the proper priority as opposed to attempting to micro-manage areas that do not require urgent attention.</p> <p>It is particularly noteworthy that jurisdiction over consumer matters properly resides in the Ministry of Consumer Affairs. There seems to be considerable overlap between the remit of the Ministry of Consumer Affairs and the matters that the Authority is purporting to assume responsibility for via this policy.</p>	<p>Digicel suggests that the Authority should set only basic minimum operational standards as opposed to over-regulating every aspect of the interaction between customers and concessionaires.</p>	<p>The approach undertaken by the Authority is to set baseline standards for meeting Quality of Service. We do not consider this to be heavy-handed. The Authority is of the opinion that the approach proposed is light handed, as it will mainly trigger regulatory action where market forces fail to have the desired effect of encouraging improved customer service.</p> <p>The Authority disagrees with Digicel’s comment that we are slow/ unresponsive on matters that have a significant impact on the industry. In fact the Authority is placing greater emphasis on its regulatory and monitoring role in managing the development of the industry, including situations where there are unlicensed operators.</p> <p>In addition, the Authority believes that consumers are one of our key stakeholders and as stated in the Act, one of our primary functions relate to their protection. The Authority therefore finds it troubling that Digicel does not share our views on the importance of prioritizing the welfare of consumers in the industry.</p>

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	<p>Although the Telecommunications Act, 2001 makes reference to the protection of consumers, it could not have been the intention of Parliament to create two parallel systems for dealing with customer issues, as this would only serve to confuse citizens.</p>	<p>There should be consultation between the Authority and the Ministry of Consumer Affairs and the implementation of measures for the protection of customers should be led by the Ministry as they are the body with the expertise for so doing.</p>	<p>The Authority has held consultations with the Ministry of Consumer Affairs who has identified fundamental limits of their legislation in the protection of consumers in the telecommunications and broadcasting industry. As such, and in accordance with the Act, the Authority has undertaken this task.</p>
<p>2. Defining the Consumer</p>	<p>Digicel wishes to express concern that the Authority has maintained the confusing and artificial distinction between ‘consumer’ and ‘customer’. By introducing the concept of ‘consumer’, the Authority is seeking to widen the scope of persons to whom the policy is applicable, and in so doing may be exceeding the parameters of its jurisdiction as circumscribed by the Telecommunications Act, 2001. While there may be justifiable reasons for widening the net to include ‘consumers’, the reality is that the Authority cannot by means of a policy document seek to extend its jurisdiction. The proper means to do so would be to move the Parliament to amend the Telecommunications Act, 2001.</p>	<p>The Authority should confine the scope of the applicability of this policy to “users” as defined in the Telecommunications Act</p>	<p>As outlined on page 10 of the revised Policy, the Authority believes that “customer” and “consumer” refer to different groups of persons.</p> <p>The Authority is of the view that the “consumer” is the larger population, of which “customer” (or “user” in the Act) is a subset, and refers specifically to the party who has <b>“contractual relationship [with] the service provider”</b>.</p> <p>In addition, as stated in Section 2 of the CROP framework:</p> <p><i>The Authority’s intention is to inculcate prudence in all consumers of telecommunications and broadcasting services in the country, by promoting awareness of implications associated with the use of such, including the importance of requesting relevant telecommunications and broadcasting service information from service providers who supply such to them, and knowing their rights and obligations when using those services.</i></p>

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			<p>The distinction between the two terms is maintained throughout this document.</p> <p>Further, the Authority believes that on matters with respect to network-related consumer quality of service, such standards would apply to both customers and consumers (e.g. roaming mobile consumers and pay-phone fixed line consumers).</p> <p>The Authority believes that despite its definition in the Act, the term ‘user’ does not provide the distinction required for the purposes of the CROP document. As such the terms ‘customer’ and ‘consumer’ are used throughout where the relevant term applies.</p>
4.2 The Consumer Charter	<p>The Authority has converted the ‘customer’ charter provided for in the concession into a ‘consumer charter’ and in so doing is again exceeding its jurisdiction. The Authority is reminded that it cannot at its convenience and by virtue of this policy document attempt to re-write the law or the concession. In so doing the Authority is acting <i>ultra vires</i> of the Telecommunications Act, 2001 and due caution must be exercised.</p>	<p>Reinstate the word ‘customer’ in the Customer Charter so as to remain consistent with the provisions of the concession.</p>	<p>Noted and agreed. The change is reflected in the revised document.</p>
4.3 Truth in marketing, advertising and promotions.	<p>Digicel has consistently conveyed only truthful and accurate information in all of its advertisements.</p> <p>The use of the word “free” is a promotional device frequently utilized to attract customers. The Authority appears to be imposing unnecessarily draconian</p>	<p>The Authority should make clear the criteria that it intends to utilize in assessing whether there has been a violation of the restrictions of the use of the word “free” in advertisements.</p>	<p>While it is not the intent of the Authority to dictate the marketing strategy adopted by concessionaires, there is an ethical obligation to protect the consumer from any promotional activity which is misleading.</p>

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	<p>restrictions on the manner in which concessionaires are allowed to market its service.</p> <p>If concessionaires are meant to adhere to the restriction of the use of the word “free”, then clarification as to the criteria that the Authority intends to use in assessing whether there has been a violation of this restriction is sought.</p>	<p>Provided that concessionaires clearly disclose any limitation or pre-condition to receiving the “free” offer, thereby ensuring that customers are allowed to make a well informed choice, the Authority should not seek to prescribe the concessionaire’s marketing strategy and place superfluous restrictions in connection with same.</p>	<p>The Authority believes that the use of the term ‘free’ in promotional campaigns may be considered misleading if the relevant associated terms and conditions are not clearly published. In any instance, the provisions seeking to tightly regulate the use of the word “free” have been excised from the Framework.</p> <p>As such, for the purpose of promoting truth and clarity in advertising, the Authority proposes that all advertised promotions, including those labeled as ‘free’, must contain references to sources that explicitly explain the terms and conditions of the promotions.</p>
4.4 Contractual Information	<p>Digicel finds it curious that the Authority is proposing that the “location where the agreement is made” must be included in the service contracts. There is certainly no legal requirement to include the location where the agreement is made in a contract and it is an unusual and unnecessary practice.</p>	<p>Remove “location where the agreement is made” as a minimum requirement for service contracts or provide a detailed explanation as to why this is necessary.</p>	<p>Noted. This consideration is under advisement.</p>
4.5 Modification of Contracts and Tariffs	<p>Once more the Authority is seeking to supplement perceived gaps or deficiencies in the legislative framework by imposing requirements on concessionaires by virtue of this policy document which are not contained elsewhere.</p> <p>The Authority has stated at 4.5 that the “concessionaire must provide an</p>	<p>Delete this sentence in its entirety.</p>	<p>All provisions or discussion with respect to the notification for <u>tariff changes</u> have been removed from the revised CROP document. The appropriate procedure for such consideration is provided for in the <i>Pricing Regulation Framework</i>.</p>

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	<p>explanation or justification for the proposed change in tariff so as to assist the reasonableness of the proposed change”.</p> <p>However, the concession provides only for giving thirty days <b>notice</b> to the Authority of proposed tariff changes, as opposed to approval. Nowhere in the Telecommunications Act, 2001 or the concession is there any requirement to provide any justification for a proposed price change.</p> <p>The words “unless, at any point, the Authority notifies the concessionaire that is has concerns about the tariff change” also conveys that the Authority has a power of approval in respect of a tariff change, which it clearly does not under the existing law.</p> <p>It is submitted that by imposing this requirement on concessionaires and conveying that it has a power to approve or disapprove of a tariff change, the Authority is acting <i>ultra vires</i>.</p> <p>The Authority is also reminded that the concession already provides the minimum requirements for how a tariff change is to be communicated.</p>	<p>Delete the phrase “unless, at any point, the Authority notifies the concessionaire that is has concerns about the tariff change”</p>	<p>See above with respect to the referenced Procedure. The clause was not appropriately drafted and has been deleted.</p> <p>The Authority notes Digicel’s comments and has made the relevant changes to the framework as follows:</p> <p><i>In instances where a Service Provider wishes to amend a contract, the customer must be given at least thirty (30) days’ notice. Customers have a right to withdraw from a contract if they do not accept the proposed amendments to service conditions, and should be informed of the procedures to do so.</i></p>
5.4 Mobile Handset Unlocking	<b>Digicel wishes to strenuously argue against the extension of Condition C20 of the concession to all service classes.</b>	<b>Condition C20 of the concession cannot and should not be extended to all service packages.</b>	While the Authority notes the concerns raised by Digicel as it relates to the unlocking of handsets, the Authority disagrees with the position that the proposals represent an extension of Concession Condition C20. First, a pre-paid user is a “customer” of the service provider and thus bound by an explicit (and implicit) contract.

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	<p>It is submitted that to extend the mandatory provision of free unlocking services to prepaid customers would only seek to encourage fraudulent behaviour by customers and would cannibalise the handset market, thereby would causing concessionaires to incur significant losses.</p> <p>Because the mobile market is extremely competitive in Trinidad and Tobago, handsets are heavily subsidized and as such are available at far cheaper prices than in countries such as Venezuela and certain Caribbean islands. If prepaid customers were to be able to unlock handsets at no cost, this would encourage persons to purchase handsets, unlock them and sell them at higher prices in other countries. Also, the sheer volume of unlocking requests would be so high that concessionaires would be forced to dedicate significant resources towards dealing with same.</p> <p>The obvious response of any prudent concessionaire would be to increase handset prices in both service classes, which would ultimately be to the detriment of consumers.</p>	<p>At the very least, the Authority should engage in consultation with concessionaires in order to fully understand the extent of the commercial impact of this step.</p> <p>When handsets are unlocked by a concessionaire any applicable warranty should cease to be the</p>	<p>Accordingly, the provisions of C20 should apply if there is any subsidy associated with customer equipment issued with that service, such should be eligible to benefit from the assurances provided by C20. Alternatively, if one argues that a pre-paid customer is not in contract, C21 of the Concession prohibits the sale of locked CPE's without a contract.</p> <p>So in any case, there should not be an instance where the pre-paid customer's hand-set is not unlocked, either initially, or in response to a request by the customer.</p> <p>While the Authority recognizes that in some instances handsets are heavily subsidized by the service providers, the Authority believes that once contractual obligations have been met by the customer, handsets should be unlocked if such is requested by the customer.</p> <p>Notwithstanding same, this obligation does not hinder the concessionaire from exercising the option of either voiding or maintaining the warranty of the handset after</p>

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	For the avoidance of doubt, Digicel believes Concessionaires should not be responsible for upholding the warranty of handsets after the Concessionaire unlocks same. Digicel proposes that it would be unreasonable to expect a Concessionaire to maintain a warranty on a device used on another network.	responsibility of that concessionaire. Concessionaires should not be responsible for maintaining the warranty of handsets used on another network.	the handset has been unlocked.
5.4 Mobile Handset Unlocking	Digicel suggests that in addition to instances in which there are issues with respect to settlement of arrears and disputes relating to debt, the customer should not be entitled to request phone-unlocking where any subsidies have not been settled.	Extend the instances outlined by the Authority where customers are not entitled to handset unlocking to include failure to remit subsidies owed to the concessionaires.	The Authority agrees that any request for the unlocking of handsets should only be met after relevant contractual obligations have been met by the customer, which may include the settlement of all outstanding debts by the customer.
6.2 Customer Satisfaction Index	Digicel is not opposed to the creation of a customer service index, but submits that it is imperative that the process used must be a fair and transparent one. This is particularly so as the Authority has stated its intention to use this index for QoS monitoring.	<p>The Authority needs to subject any proposed methodology for creating a customer satisfaction index to consultation.</p> <p>The Authority needs to clarify how the development administration of this index will be funded.</p>	<p>The Authority disagrees that it is required to consult on the methodology to be used for the creation of a customer satisfaction index. An appropriate index will be determined by the Authority in line with best practices.</p> <p>However any framework produced as a result of QoS surveys conducted by the Authority may then be open for consultation to ensure the transparency of relevant framework to be published.</p> <p>Such activities will be funded by the Authority.</p>
6.3 Compliance	Digicel is surprised that such a crucial issue with far reaching consequences for concessionaires is given such a cursory and superficial treatment in the policy	Provide more information to concessionaires on the approaches	As is the precedent in markets such as the UK, the Authority intends to aggregate the information collected

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with Consumer Related Quality of Service	<p>document.</p> <p>It is submitted that these matters should form the subject matter of a consultation document.</p>	<p>proposed and give concessionaires the opportunity to comment on same.</p>	<p>and publish reports that would provide the basis communications strategies geared to improving customer information.</p> <p>However, with respect to compliance to the minimum standards proposed in this Framework, the Authority proposes in the revised CROP a schedule of escalated enforcement for consistent breaches of these standards.</p>
7 The Consumer's right to privacy	<p>The concessionaire is contractually obligated to protect the privacy of its customers.</p> <p>The use of the word 'consumer' here is inappropriate and incorrect.</p>	<p>Replace the word 'consumer' with 'customer'.</p>	<p>Digicel's comment is noted. The term has been changed in the revised document.</p>
7.4 'Prank' and obscene calls	<p>Clarification is sought as to whether the "Call Trace" service will also extend to mobile telecommunication services or is it strictly for fixed lines.</p>	<p>Provide the requested clarification.</p>	<p>The 'Call Trace' service will also extend to mobile telecommunication services such that prank and obscene calls can be dealt with appropriately.</p>



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8.1 Billing Information	<p>In the policy, the Authority appears to be making it mandatory to provide the customer with a <i>printed</i> bill, which is a retrograde step given that the worldwide trend is to move to being a paperless society.</p> <p>Digicel allows its customers to choose between receiving a printed bill or view an electronic version of the bill (E-Bill Service). The E-bill Service option is preferred by some customers as it is environmental friendly (less use of paper), ensures the bill is received on time and in some instances received at all (in some instances there are delays by the postal system or incorrect addresses are provided by the customer or the customer moves).</p> <p>Mandating a printed as a regulatory requirement can be unfair to customers who specifically request that their bills be sent via electronic mail (as indeed it may be the only convenient and guaranteed form of delivery for many people).</p> <p>Further, compelling a concessionaire to provide printed bills will lead to significantly increased costs for no good reason.</p>	Remove the requirement to provide all consumers with a <i>printed</i> bill. An electronic copy of the bill should be sufficient to replace a printed bill if the Customer so elects.	<p>The Authority disagrees with this comment.</p> <p>The Authority believes that the customer should be given the option to choose their preferred mode of billing.</p> <p>As outlined in the document, a printed bill must still be sent to the customer unless the customer explicitly and affirmatively consents to otherwise.</p>
8.2 Billing Cycle and Late Payment Penalties	With respect to the Authority's proposal that bills should not be delivered more than 3 days after generation, Digicel submits that this time-frame is unreasonable as both the printing of bills and the delivery of bills are out-sourced and therefore these processes are outside of Digicel's control.	Digicel suggests a more reasonable timeframe of no less than six (6) days to prepare and print the bill.	<p>This section of the document has been modified such that concessionaires must provide customers with an adequate effective payment window.</p> <p>However, every utility treats with the timely delivery of bills to customers using the same mailing system, without prejudice.</p> <p>As a compromise, the Authority proposes to extend the deadline stipulated from three days to five days.</p>

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8.3 Free Itemised Billing on Demand	<p>Consistent with our comments above, Digicel submits that the requirement to provide free itemized billing on demand shall be deemed to be met if same is provide in electronic form via services such as online bill view, which is available to all Digicel customers.</p> <p>It is further submitted that should a customer require a printed itemised bill, the concessionaire should be able to recover all reasonable costs incurred in providing same (such as stationery). By so doing, the Authority will be acting in an environmentally responsible manner as well as changing the culture of citizens and their attitude to technology, as customers will be encouraged to use online facilities.</p>	Itemised billing should only be free in electronic form.	<p>The Authority disagrees. To ensure alignment with the Universal Service Framework where “free itemized billing” on request is identified as an aspect of the “basic telecommunications service”, whether in printed form or electronic. The preferred mode shall be determined by the customer.</p> <p>Further, it must be recognized that not all households have the benefit from Internet access, as such Digicel’s recommendation may be deemed discriminatory against such households.</p>
10.2 Toll-free customer care service lines	Digicel currently provides a toll- free customer care service line. This service is available at no charge to Customers located in Trinidad and Tobago. However while Digicel does not charge Customers who use this facility while roaming for the incoming call, there is a roaming charge by Roaming Partners who register the call as an outgoing call. It is submitted that the concessionaire should not be made to bear this cost.		<p>The Authority is of the view that the proposed obligation is to provide a toll-free number to that <b>service provider’s own customers on its own network</b>. The Authority continues to believe this a reasonable request for calls.</p> <p>This provision has no bearing on how the service provider structures agreements in this regard with Roaming partners.</p>
10.3 Complaint Handling by Concessionaires	While Digicel acknowledges the Authority’s attempt to produce a more reasonable standard for the time frames for resolution of complaints, we do not think the appropriate approach is to express the standard as a percentile without studying detailed data from concessionaires regarding the volume, resolution times and precise nature of complaints. It is submitted that the snapshot provided by the database which is submitted quarterly may be inadequate for the purposes of this assessment.	Further consultation needs to be done with concessionaires on what would constitute an appropriate standard.	<p>Digicel is reminded that the Authority too provides an avenue for consumers to lodge complaints once it has not been adequately addressed by the concessionaire. Therefore the Authority is fully aware of the details associated with complaint resolution.</p> <p>As it stands, the Authority is guided by our research and</p>

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	<p>Very often a concessionaire’s ability to resolve complaints is impaired by factors outside of its control (such as incorrect information being provided by a customer, lack of responsiveness from customers when further information is required, failure to clearly and correctly articulate the nature of the query). Without accurate data to account for how many complaints are hampered by these issues, it would not be prudent to establish a standard.</p>		<p>deliberations, as well as the consideration that with the advancement in technologies, timeframes for complaint resolutions should be reducing.</p> <p>In the medium to long term, the Authority will continue to engage the industry to better define the benchmarks associated with complaints resolution in future iterations of this Framework once established.</p>
<p>10.6 Availability of TATT Complaint Forms</p>	<p>Digicel wishes to reiterate the comments made by TSTT in response to the second draft of this policy document. It is submitted that the customer’s first port of call should be the concessionaire, and to install TATT complaint form booths stores and customer centres would send conflicting messages to the customer and undermine the concessionaire in the mind of the customer. Further, it is highly unreasonable for concessionaires to be made to bear the financial and administrative burden on maintaining these booths.</p>	<p>Remove this requirement in its entirety.</p>	<p>This requirement has been removed from the Framework.</p>
<p>13. Annex 1 : Quality of Service Indicators <i>Indicator 1.01 : Service activation time</i></p>	<p>The service activation time proposed by the Authority with respect to mobile providers does not sufficiently take into account certain external factors such as internet failure and software malfunctions that may influence the time taken to activate the service.</p> <p>The timeframe set out in G.1 of Schedule F of the concession is two (2) working days which is much more than the timeframe that the Authority is now seeking to impose.</p>	<p>The Authority should not seek to impose a more stringent timeframe from that set out in the concession.</p> <p>The timeframe should remain as provided for in G.1 of Schedule F of the concession</p>	<p>The Authority believes that the timeframes outlined in the document are reasonable as the standards are developed to ensure customers are guaranteed timely and effective service activation.</p>
<p>13. Annex 1 : Quality of Service Indicators</p>	<p>Customers may elect to use various payment methods that may not take immediate effect; for instance the time it takes for a cheque to be honoured by a bank, the time external payment centres take to remit payment to the concessionaire. The standard timeframe should commence from confirmation of</p>	<p>It should clearly stated that in the cases of payment of arrears, the time frame should commence when proof of payment has been received by the</p>	<p>The Authority notes that the recommendation to specify when the arrears are deemed paid. Noting the variety of external payment channels, the Authority believes that customers should clearly be informed of the delay</p>

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<p><i>Indicator 1.03: Service re-activation time</i></p>	<p>payment (as provided for in G.2 of Schedule F of the Concession).</p> <p>Further the timeframe that the Authority is seeking to impose is not only unreasonable but significantly less than that set out in G.2 of Schedule F of the Concession.</p>	<p>Concessionaire.</p> <p>The Authority should not seek to impose a more stringent timeframe from that set out in the concession; the timeframe should remain as provided for in G.2 of Schedule F of the concession.</p>	<p>associated with any external payment channel, so that they can make informed decisions, based on the level of immediacy they prefer, on the channel of payment they use. In any instance, the Authority believes that the presentation of a valid receipt of payment by the customer should also trigger the reactivation process from that period, within the stipulated timeframe.</p> <p>Digicel should note that Schedule F of the Concession is subject to the development of Regulations. Indeed, the consumer protection provisions included in the concession were always intended to be superseded by appropriate Regulations. CROP is the precursor to the establishment of such Regulations.</p> <p>Given the level of automation evident in mobile operator’s customer care and billing systems, the Authority believes the timeframe set out in the Framework is reasonable in nature.</p>
<p>13. Annex 1 : Quality of Service Indicators</p> <p><i>Indicator 1.04: Fault Incidence</i></p>	<p>Digicel would be grateful for a definition of “fault”, in particular whether these refer to faults reported by consumers or faults that are automatically generated by network reports.</p> <p>If the definition of fault means those reported to Customer Care then remove the requirement to provide a report on a per geographical basis. Digicel objects to reporting on a geographical basis and submits that the Authority should refrain from making simplistic pronouncements such as this without ascertaining the impact on concessionaires.</p>	<p>Define “fault”</p> <p>If the definition of fault means those reported to Customer Care then remove the requirement to provide a report on a geographical basis.</p>	<p>A network or service fault is not a complaint. A fault is an event that has widespread effect on the network. As faults may be reported at both the Customer Care fora, or be noted by Network Diagnostic systems, it is not prudent to exclude reports received at Customer Care</p>

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	<p>The current application utilised by Digicel is not capable of capturing this information on a geographical basis and to alter the application would involve incurring additional costs which the concessionaire will be constrained to pass on the customer.</p>		<p>from legitimate reports of faults.</p> <p>The requirement for geographic basis is not geared to determine where complaints were made, but where faults – which would impact a wide cross-section of users – occurred.</p>
<p>13. Annex 1 : Quality of Service Indicators <i>Indicator 1.05: Fault Repair Time</i></p>	<p>If the faults referred to are faults generated by network reports, then Digicel believes these faults should be categorized and prioritized into (i) critical faults (ii) major faults and (iii) minor faults. Critical faults can be defined as those faults resulting in service disruption. Major faults can be defined as those not impacting directly on the accessibility of the service to Customer. Minor faults can be defined as those not having an impact on services.</p> <p>It would be reasonable to allocate more time to rectify the faults where the Customer/service is not impacted.</p>	<p>Categorise and prioritise faults into (i) critical faults (ii) major faults and (iii) minor faults.</p> <p>Digicel suggests that the time frames apply only to the critical faults category and the more reasonable timeframes apply as follows :</p> <p>Major fault : 95% in 48 hours 100% in 120 hours</p> <p>Minor fault : 95% in three working days 100% in ten working days</p>	<p>In the Authority’s view, the faults defined by Digicel as “Critical” and “Major” are the faults which should be equally prioritized and treated in accordance with the standards proposed in the Framework.</p> <p>The Authority does not intend to monitor the instances of what Digicel refers to as “minor faults.” Identification and rectification of would not attract regulatory interest.</p>
<p>13. Annex 1 : Quality of Service Indicators <i>Indicator 1.06: Consumer</i></p>	<p>It is a patently unjust to measure the response time from the start of the Customer’s query as the time it takes to make an oral query is entirely dependent on the Customer. The timeframe proposed for telephone support and customer service centres should commence from the point where the Customer has comprehensively explained the query.</p> <p>Concessionaires should not be made to uphold standards that are based on the</p>	<p>The timeframe proposed for telephone support and customer service centres should commence from the point where the Customer has efficiently explained the query.</p> <p>Remove the timeframe of responding</p>	<p>The Authority believes it is the concessionaire’s responsibility to extract the necessary information from the complainant at the time of the oral query such that the issue will be immediately handled. As such the Authority believes that it is reasonable to measure the response time from the start of the consumer’s query.</p>

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<i>Query Response Time</i>	<p>Customer's behavior, over which the Concessionaire has no control.</p> <p>The Authority appears to be surreptitiously introducing a more stringent standard than that proposed in G.3 of Schedule F of the Concession by proposing that 85% of customer service centres query should receive a response in less than 30 minutes. The standard should remain as provided for in the Concession.</p>	<p>to 85% of queries at customer service centres in less than 30 minutes and maintain the standard in G.3 of Schedule F of the Concession.</p>	<p>Note the Authority's comments above with respect to Schedule F of the Concession's relationship to this Framework and the concomitant Regulations.</p>
<p>13. Annex 1 : Quality of Service Indicators <i>Indicator 1:07 Customer Call Answering Time</i></p>	<p>The time taken to answer customer calls is linked to a number of factors such as availability of agents; some queries engage customer care agents longer and leave them unavailable to take other calls. The quality of customer care is determined by the quality of handling of the calls and ensuring Customers have their queries satisfactorily addressed; the priority ought not to be the quantity of calls answered.</p> <p>Digicel suggests the more reasonable standard of 80% seconds within 30 seconds and 95% within 40 seconds.</p> <p>This standard should not apply when there is an influx of calls triggered by an event for example a natural disaster, national emergency, the launch of a new promotion, Christmas.</p>	<p>Amend the standard to 80% seconds within 30 seconds and 95% within 40 seconds.</p> <p>This standard should not apply when there is an influx of calls triggered by a particular event.</p>	<p>The Authority disagrees with Digicel's comment. It is the responsibility of the concessionaire to provide adequate call agents who are trained to properly address the complaints or need for information by consumers in a timely manner.</p> <p>With respect to natural Disasters and national emergencies, consideration of <i>Force Majeure</i> would apply. However, during periods of Christmas or with the launch of a new promotion, it is the concessionaire's obligation to provide adequate resources to address queries by consumers.</p>
<p>Annex 1 : Quality of Service Indicators <i>Indicator</i></p>	<p>There may be a delay in responding to incorrectly addressed complaints.</p>	<p>In respect of written complaints the timeframe should only apply to properly addressed complaints. Complaints should be addressed to the Head of Customer Care or the</p>	<p>All complaints, whether addressed to the Head of Customer Care or the Customer Care Department, should be dealt with by the service provider in the timeframe proposed by the Authority.</p>

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1.08: Consumer Complaint Resolutions		Customer Care Department.	
13. Annex 1: Quality of Service Indicators Indicator 1.11: Service Accessibility	In the event of 100% congestion on the network that may result in national emergency situations, such congestion/failure should be excluded from the standard.	Exclude lack of accessibility that occurs from 100% congestion in national emergency situations.	With respect to natural Disasters and national emergencies, consideration of <i>Force Majeure</i> would apply. The Authority does not believe a specific provision is warranted in this regard.
13. Annex 1 : Quality of Service Indicators Indicator 2.2: Call Drop Rate	<p><u>Subscriber call drop rate :</u> The subscriber call drop rate will also reflect dropped calls that result from a number of causes other than that attributable to the network, for instance loss of battery life on the handset. To determine whether the cause of the call drop was network related would involve a detailed analysis of the Call Detail Records (CDRs). CDRs were not designed to develop reports of this nature and the system would need to be formatted to generate such a report. The formatting of the system is not only onerous but would require further resources and impact on the operational costs of the concessionaire and this would ultimately increase the cost of the service and negatively affect the customer.</p> <p><u>Network call drop rate</u> The minimum standard with respect to network dropped calls as provided for in 3.5 of Schedule F of the Concession is 4%. The Authority is now seeking to introduce a more stringent standard, in order to observe such a standard it would</p>	<p>The subscriber call drop rate should not be measured.</p> <p>The standard for the network call drop rate should remain as provided for in 3.5 of Schedule F of the Concession or</p>	<p>The Authority defines Dropped Call Rate as measured either network-wide, or for a subset thereof. The Authority believes its methodology for Dropped Call Rate should allow for independent testing, in addition to assessing records of performance received from the network. The Authority further believes that there are alternative means, for instance through the use of drive tests, other than Call Detail Records for measuring performance of a service provider's network.</p> <p>The provision referenced by Digicel refers to the facilitation of such alternate methodologies.</p> <p>Please note the Authority's comments above with respect to Schedule F of the Concession's relationship to this Framework and the concomitant Regulations.</p>

Policy Section	Comments	Recommendations	TATT Comments
	<p>become necessary for Concessionaires to expand its network by inter alia constructing supplementary cellular sites and obtaining more spectrum, to which there are considerable costs involved which the Concessionaire would be constrained to pass on to its Customers.</p>	<p>unless amended by the Regulations on Quality of Service.</p>	
<p>13. Annex 1: Quality of Service Indicators Indicator 2.3: Service Access Delay</p>	<p>Clarification is sought as to the definition of Service Access Delay, as 3.4 of Schedule F of the Concession defined service access delay as “<i>the cumulative time elapsed between initiating a call to receiving a ring-back tone and signaling a release to the network and achieving such</i>” and gives a timeframe of less than 10 seconds for same.</p> <p>The draft Consumer Rights and Obligations Policy defines service access delay as “<i>the average time between initiating a session (e.g. pressing the send button on a cellular mobile handset) and receiving a response from the network that the session has been initiated</i>”) and the Authority proposes a timeframe of less than 7 seconds for same.</p>	<p>Clarify exactly what is meant by service access delay and what is the difference between the definition in the Concession and that provided by the Authority in the draft Consumer Rights and Obligations Policy.</p>	<p>These two constructions are meant to discuss the same function, though the Concession’s construction is very telephony-centric, while CROP’s is more NGN-centric.</p> <p>With regard the one which would ultimately take precedence, please note the Authority’s comments above with respect to Schedule F of the Concession’s relationship to this Framework and the concomitant Regulations.</p>
<p>13. Annex 1: Quality of Service Indicators Indicator 2.5: Message Sending Time (Delay Time)</p>	<p>The standard proposed with respect to SMS and MMS should not apply to instances where the sending time is delayed as a result of the customer’s actions for example where the handset is switched off, the consumer is out of the service area or if the recipient of an MMS has insufficient credit to download the MMS.</p>	<p>The standard proposed with respect to SMS and MMS should not apply to instances where the sending time is delayed because of factors caused by the customer</p>	<p>The Authority notes Digicel’s comments. However in instances where audits are conducted by the Authority, such factors will not arise.</p>



