



DIGITAL CABLE OPERATOR ASSOCIATION MUMBAI

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13, Akbar House, 1st Floor, N. F. Road, Colaba, Mumbai - 400 001. Tel. : 2282 8594

E-mail : dcoamcable@gmail.com

Consultation Paper On Issues related to Quality of Services in Digital Addressable Systems and Consumer Protection

Q 1. What should be broad contours for QoS Regulatory framework for digital addressable systems? Please furnish your comments with justification.

At the outset, whilst framing DAS regulations, the Authority has come up with different QoS for different DPOs. Many of the regulations framed have been made keeping a very wide horizon in mind and hence some need to be relooked at. Hence we welcome this consultation paper.

We would like that the regulations framed are simple and practically implementable in the present day. Regulations can always be changed/adapted with changing times.

Q 2. Should there be a uniform regulatory framework for Quality of service and Consumer protection across all digital addressable Platforms? Please provide your comments with justification.

Due to different technologies used by different DPOs and different business models (B2C versus B2B) some regulations will have to be framed differently keeping in mind these realities.

Q 3. Should timelines relating to various activities to get new connect be left to the DPOs to be transparently declared to the subscribers? If so, how the interest of the subscriber can be protected if the connection is not provided in given time frame?

Current QoS regulation with respect to new connection is sufficient to provide new connect (subject to Technical Feasibility). Today there exists enough platforms and within the platform there exist a no. of service providers for any subscriber to finally decide their service provider. Since each service provider knows the value of each new consumer, it is best left to market forces to enforce norms. We recommend that each service provider must transparently put up their respective scheduled delivery times, maximum up to 3 working days, subject to technical feasibility and consumer providing all supporting documents and making the payments. Penalties should be levied if payment is taken and

installation is delayed beyond the prescribed time limit set by the service provider.

Q 4. What should be the time limits for various activities, as mentioned below, to get new connection? Please provide your comments with justification.

(a) Response time for processing new service request and conveying feasibility of providing connection at the desired location

Upto 2 working days is the ideal time within cities and municipalities. In other areas it can be upto 4 working days.

(b) Time line for completion of CAF, installation and activation of service

If all CAF details are provided by subscriber and found to be of acceptable quality and payment for hardware and software have been made, activation of services after installation should not take more than 48 hours in all cases.

Q 5. Should minimum essential information to be included in the CAF be mandated through regulations to maintain basic uniformity? Give your suggestions with justification.

Keeping the CAF simple with essential details only is highly recommended. They should be

1. Name of the subscriber
2. Picture / Photo of subscriber
3. Address of the subscriber where connection is being sought
4. Contact details of subscriber – Mobile and/or Residential No.
5. Email (optional)
6. Scheme of hardware availed of
7. No of STBs required
8. Payment made details
9. POI submitted – PAN / Driver Licence / Aadhar / Passport
10. POA submitted – Electricity / Telephone bill / Aadhar / ration card / Passport / Bank passbook
11. Signature of subscriber
12. Signature of collection agent

Similarly there should be another Form for the Package or channels chosen where it is mandatory to select:

1. Package chosen (price should include all taxes)
2. Regional Packages chosen along with Package (free or paid)
3. Add on packages if any (price should include all taxes)
4. A la carte if any (price should include all taxes)
5. HD channels if any (price should include all taxes)

6. VAS if any (price should include all taxes)
7. Total amount payable for Main TV (price should include all taxes)
8. Amount payable for additional TVs (price should include all taxes)
9. Period of package
10. Post paid billing if required at additional charges (default should be prepaid)
11. Final amount payable
12. STB/VC ID nos.
13. Signature of subscriber
14. Signature of collection agent

TRAI had also come out with e-CAF advisory some time back. It is recommended that like we all do in electronic media we accept the terms of availing service and move on. Nobody bothers to read the fine print. However to protect the consumer the Terms of Service should be available on the website of the DPO in a readable font size.

Q 6. Should minimum font size need to be specified for CAF? If not, how can it be ensured that important information provided in CAF is given in such a manner that consumer can read them easily?

Since we have mentioned that the same be provided on website, the font size can be at least 12 point, which can be further zoomed if required by user.

Q 7. Should use of e-CAF be facilitated, encouraged or mandated? Please provide your comments with justification.

In a digital world they should be the automatic first choice as it saves lot of paper and effort which would ultimately be scanned and stored for future references.

Q 8. Should the minimum essential information to be included in the MoP be mandated through regulations to maintain basic uniformity and to ensure that consumers get all relevant information about the services being subscribed?

Subscriber concerns on service mainly revolve around:

1. Who owns the STB? (specially important for DAS 1 & 2)
2. Who do I contact for service and complaints?
3. What is the procedure to suspend services?
4. What if I want to reconnect?
5. Where will I get a replacement remote?
6. Who do I call to add/delete channels/packages
7. Validity of package subscribed

Subscribers can be informed and educated about their main concerns through video advertisements played on the barker/info channel of the DPO. In fact it should be mandatory that all DPOs run an info channel which is well publicised by the DPO. All service related info should be played there.

Q 9. What should be the minimum information to be included in MOP Give details with justification?

Answered above

Q 10. Should it be necessary to provide printed copy of MOP to all the customers at the time of subscription to the service? If not, how it can be ensured that all required information is available to subscribers when required?

Prior to DAS, MSOs gave a user manual for each STB. During installation we have observed that subscribers throw the same in the dustbin along with the carton and wrapping. Post DAS we have not received any STB user manual and no subscriber has complained of how to use the STB. Similarly, the MOP should not be mandated with each STB, but available on the MSO website. We have advocated that key measures be run as video messages on the MSO home channel.

Q 11. Should there be an initial subscription period while providing a new connection to protect the interest of both the subscriber as well as DPOs?

Since new subscribers are hardly there, except those moving into rented houses this is a very small segment that should be left to the DPO to frame its minimum period of subscription. What should be mandated is that if a STB has been taken on hire purchase or lease, a minimum period of 4 months subscription should be mandated which will act as a deterrent for the subscriber not to retract his decision. If STB is provided under Free to Use scheme, minimum subscription period should be atleast 1 year. Minimum subscription period conditions should be defined in CAF along with package & hardware subscription details.

Q 12. If so, what should be the duration of such initial subscription period?

Stated above

Q 13. What protections should be provided to subscribers and DPOs during initial subscription period? Give details with justification?

One needs to only ensure that the subscriber gets the package/channels that they have opted for within 2 hours of the payment being made. STB failures are covered under warranty so no extra protection is required. In case of subscriber having problems with his concealed cabling, LCO should lay a temporary cable from the same tap off/splitter where subscriber is getting his signal feed from and connect the STB. If that works perfectly well, the subscriber will have to get the concealed cabling redone and LCO will not be responsible for poor service and discounts on monthly subscription. If the problem still persists, the LCO will not charge until fault is rectified and give the subscriber an extension of service for that period.

Q 14. What should be the framework for compensation to the subscriber for dropping of a channel due to its non-availability on the DPOs' platform?

In order to arrive at compensation value, factors such as Distribution cost, content costs and taxes clearly needs to be understood. If these components are clearly defined calculation of reduction amounts can be easily ascertained.

Channels dropped can be FTA or PAY channels.

For PAY channels opted as a la carte, the reduction rate to subscriber will be the full a la carte rate of that channel calculated on a daily basis until the channel is restarted.

For FTA channels opted as a la carte, the reduction rate to subscriber will be the entire cost of the channel/s on a daily basis until the channel is restarted.

For PAY channels opted in any package, the reduction rate should be 50% of the sum of the monthly a la carte rates (as set by DPO) of the channels dropped and calculated on a daily basis till channels restarted. This will also act as deterrent against setting of unusually high a la carte rates.

For FTA channels opted in a package, we advocate no reduction in fees if channel is still available as an a la carte choice. FTA channels are charged uniformly and are low in price, so refund amount will be very small and will only increase system loads. However if channel is totally removed from package and a la carte also, the DPO should add a similar FTA channel, if available or any other FTA channel of its choice.

Above will not be applicable in cases where MIB \ TRAI \ Judiciary Authority has directed to DPO to discontinue \ suspend services as punitive measure. Also TRAI has recently issued consultation paper on various Tariff Models. Above may be revisited depending upon Tariff model proposed for future as a regulation.

Q 15. How should the reduction in subscription charges be calculated in case of discontinuation of channel from DPOs platform? Please provide your comments along with justification.

Stated above

Q 16. What should the maximum permissible time of disruption beyond which subscriber must be compensated in following cases?

(a) Disruption due to technical fault on the DPO network or at the subscriber's end

When ARPUs are so low how will service providers keep making investments and construct plus maintain their networks? Many towns face load shedding for 4 - 8 hrs every week. In spite of all this we the uptimes of cable networks has been maintained. DTH too faces rain blackouts at times. Even when networks have faced major destruction due to natural calamities, networks have sprung back into action as soon as possible without support from any agency. We can take a period of 24 hrs as the permissible limit of disruption.

(b) Disruption due to technical fault of CPE at the subscriber's end

There is no need to overly protect consumers. The same consumers pay for repairs to their mobile or change their handsets every 2 years. But a STB is expected to function 365 days for years together. And they expect that no repair charges will be charged. Today there are STBs which were installed prior and after CAS and many refuse to buy a new STB as they have become accustomed to the UI.

So if the Authority wishes to penalise stakeholders it should also make efforts to educate subscribers that they have to pay for repairs.

Discount should be limited to a maximum of Rs.20/- per month for faults that remain unattended beyond 48 hrs and are clearly attributable to DPO's distribution chain. Issues of remote controls not working should be excluded from this as they are dropped many times by subscribers and go faulty.

Q 17. What should be the duration of disruption in service warranting compensation to the consumer and how the compensation should be calculated in following cases?

(a) Continued Disruption due to technical fault on the DPO network at the subscriber's end beyond the pre specified time.

Replied above

(b) Continued Disruption due to technical fault of CPE at the subscriber's end beyond the pre specified time.

First it needs to be proved that fault is in the CPE. We have come across cases where a recording failure is also attributed to STB when actually it is not. It is due to wrong metadata fed by the DPO. On other occasions, we have seen STB type A has a problem but when we install STB type B the problem is not faced. Such errors are not the responsibility of LCOs as they are clearly that of the MSO and need to be resolved by the MSO.

At best we can place a standby STB for a day or two at the subscriber's house for observation. Whether fault is in CPE then becomes clear to subscriber.

If STB is under warranty and DPO does not replace it, then only penalty should be levied on MSO.

If STB is out of warranty, they should be paid for the subscriber and MSO should give assurance that the STB has been repaired for this fault and should it reoccur within 6 months they will not charge. If same problem reoccurs again and again, whatever charges have been paid for as repairs will be deducted from the new STB that the subscriber will pay for.

Q 18. What should be the framework and terms and conditions for shifting of connection including timelines in respect of PAN India DPOs where provision of connection at new location is feasible?

Normal procedure is that the subscriber takes a NOC from existing LCO and handover the same at the new location (assuming feasibility has been done before hand). Here a new CAF will be filled and NOC submitted and STB activated. This procedure should not take more than 48 hrs at new location.

However many times we have seen that subscribers shift without any information. If the MSO has placed geographic limitations in SMS & CAS the STB will not function. However if the shifting is done within the same locality/city, the STB will continue to run until the day the existing LCO switches off the STB for non payment.

It would be best if consumers pay the full cost of STB as a deposit which has a predefined rate of depreciation, so that the onus is on them to claim the refund, close their account in this city and take a new service provider of choice in their new city.

Q 19. Is there a need to prescribe procedure for transfer of the TV connection? If so, what should the procedure, terms and conditions for transfer of services connection and timelines?

Replied above

Q 20. What should be the framework to address the concerns of stakeholders (Subscribers and DPOs) relating to temporary suspension of service?

A temporary suspension can be invoked at any time as per subscriber choice. However it should be limited for a period of 15 days and above only and cannot be used more than two times a year. The period of suspension can be a maximum of 60 days in a calendar year. During suspension, no billing for subscription will be charged to subscriber. Reconnection charges of upto 200/- beyond 60 days can be levied. STB rental can be charged under suspension period.

Q 21. How issue of abrupt closure of service due to non payment can be addressed while protecting the interest of subscribers and DPOs?

1. *Closure of service due to default of subscriber:* If the subscriber has failed to make payment on due date DPO should discontinue the service with immediate effect. Giving FTA as interim arrangement is financially not feasible as the liability of taxes will continue on service provider and will only add to the burden of recovery of dues from subscriber.

In case of DTH, where prepaid model is prevalent the services are deactivated immediately on the expiry date of subscription.

2. In case of failure of renewal of license as required under regulations, sufficient advance notice (maximum up to 2 months) and intimation can be provided to the subscriber.
3. In case of discontinuation of business by DPO, 21 days mandatory advance notice should be given to the subscribers to find alternative service providers.
4. Since cable is predominantly postpaid till date, consumers like to show case their bargaining skills and send back collection boys demanding discounts when some or the other service is down or some channel required by them is not being aired. There are cases where subscribers come up with some creative excuses not to pay. Bad debts in cable are also high. When an LCO shuts off a subscriber, we have seen that the subscriber ends up paying or uses the outstanding money to shift to DTH. Though mandated by law to charge interest, in reality nobody does so. When we are providing a service, should it not be mandatory for a subscriber to pay promptly or face disconnection ?

The same subscriber is also a user of other services and they all know that if bills are not paid on time, services get affected. Cable has been lenient in giving extra credit and this has been its boon and bane.

Q 22. Is gradual closure of service as discussed in para 8.23 is a feasible option? If so what should be procedure and the framework?

Gradual closure of services like a downgrade to BST is possible and works at times. For other cases, only switch off works as that alone ensures that LCO does not go out of pocket in paying the MSO for that STB even though he has not received any subscription from subscriber. However, as mentioned above continuation of providing FTA channels, attracts taxation liability to LCO which makes it financially unviable to provide.

Q 23. What should the procedure and timeframe to inform the subscriber regarding closure of service due to closure of business?

This has happened in mobility only but can happen here too. Mandatory 21 days notice is required for subscribers to make alternative arrangements.

Q 24. Why uptake of mandated schemes for set top box (Outright purchase, Hire purchase, and on rent) is so low at present? How consumer awareness on these issues can be increased?

Traditionally STBs have been given at subsidised rates which were much cheaper than the deposit rates payable. A onetime payment was better perceived by subscribers rather than a lower payout as deposit and then maintaining a track

record of monthly rentals. Secondly, the deposit schemes that TRAI mandated came after DAS 1 & 2 were rolled out.

Paying 1000/- or more for a STB is not a very high value purchase for even the poor considering that the mobile they use costs more than that. Hence in our opinion, if a subscriber pays the full amount as a deposit and he can walk away with a refund after a certain depreciation(excluding remote) will offer the consumer commercial interoperability which is easier to implement rather than asking all STBs to be made inter operable. Imagine mandating that every Android should run iOS & Windows. Would cheap Androids be available then?

Such schemes can only be popularised by the MSOs and needs to be done before STB seeding. Knowing the subscriber psyche we feel it would remain a non-starter.

Q 25. What should be the consumer friendly common framework of CPE Schemes for providing CPE to consumers in digital addressable system? Please provide your comments with justification?

No comments in view of above

Q 26. What should be minimum essential information related to a CPE scheme that must be made available to the consumers to safeguard their interests? Please provide your comments with justification.

Who is the owner of the STB remains the biggest issue.

Q 27. What measures may be adopted to ensure availability of good quality CPE to consumers?

Quality always has a price tag. Let all stakeholders including consumers go through a phase of learning and addressing quality issues.

Q 28. Should any charges such as visit charges, etc. be charged from the subscribers during guarantee-warranty period?

No visiting charges during warranty period.

Q 29. What should be provisions for maintenance of CPE after the expiry of guarantee- warranty period?

Besides AMC, there is no specific maintenance required.

Q 30. What should be the simplified provisions for surrender of CPE in case of closure of service by the subscribers in order to protect their interest?

As stated above, customers are of the view that STB belongs to them and hence is not willing to surrender the CPE. We have stated previously that if a subscriber pays a refundable deposit, they will take the initiative to get back their money.

Q 31. Please suggest the standards and essential technical parameters for ensuring good quality of service for the following digital addressable platforms:

a) Digital Cable TV

Limits set currently require no changes and are adequate

b) DTH

c) HITS

d) IPTV

Q 32. What are the different methods to effectively increase consumer awareness?

Barker \ promotion \ landing channel is the best medium to communicate with subscribers.

Q 33. How consumer related information can be effectively provided to Subscribers through DPO website. What minimum information should be provided through consumer corner?

The website is the face of the DPO. So it should provide all information on the hardware that the DPO offers, its schemes and prices. All package/channels related info should also be provided with an easy to use interface where subscribers can easily make their choices by trying different permutations and combinations. Prices should be inclusive of all taxes for the geographic location selected by the subscriber. Who owns the STB, what is its warranty, where will it be repaired, what will it cost to repair after warranty, should be answered. What are the penalties for late payments, the terms of service, suspension terms and reconnection terms be well spelt out. Transfer procedure should also be spelt out. Ability to make inquiries for service should be provided. Also contact details of call center for different geographies or centralised call center be published alongwith details of nodal officer and email ids. Links to TRAI QoS and consumer related laws can also be provided.

Q 34. Can outsourcing to the third party for various web based operations be permitted especially for smaller DPOs? If yes, what precautions are taken to ensure that such provisions are not misused?

Yes, when even bigger DPOs are outsourcing the services to experts.

Q 35. In case of the use of “In Channel” communication means, what should the guidelines for running scrolls or other onscreen displays, so that it does not impact the viewing experience?

Scrolls and OSD can be permitted to be run at the bottom of screen without affecting viewing experience of customers. However, such scrolls & OSD can be permitted to display information relating to change in packages, subscription charges, unavailability of certain services etc. which effect the subscription & services opted by the customers and should not be used as marketing tool by DPO and Broadcaster.

Q 36. What options can be used for verifiability of subscriber communications for any change in service or provision of additional service?

Call center recordings, SMS receipts, Social media messages are more than adequate. In the case of B2B business like MSO & LCO, responsibilities should be well defined.

Q 37. What should be the duration to preserve such verifiable subscriber communications requesting change in service or provision of additional services at DPO level?

Minimum period: 6 months

Maximum period: 1 year

Q 38. What should be optimal number of channel packages which meets the subscriber demand and are well understood by the subscribers?

There can never be any optimal number of packages.

Q 39. How the package offerings can be improved in case of cable TV services so that effective choice is made available to the consumers?

Packaging is purely function of distribution and content cost. Packages can be made available by giving wider choice and having much skinnier packs of customer choice.

Q 40. Whether the choice of Pre or Post paid method should be mandatorily made available to the subscribers?

When DTH has achieved 46 million subscribers only using prepaid, why should cable only be mandated to do both.

Q 41. What should be the essential information contained in the monthly Bill/ Usage details to be provided to subscribers in post paid or pre-paid system?

When DTH has achieved 46 million subscribers only using prepaid, why should cable only be mandated to provide itemised bills.

Q 42. Should pre-paid method is encouraged in case of cable TV services provided though LCOs? Support your comments with justification.

Transformation from post paid to pre paid will not happen overnight. A critical element that should happen from the SMS is that the subscriber should be able to see the validity of his subscription package on screen at any time. Without this, doing any prepaid is senseless. Prepaid needs consumer education, as packs are valid for 30 days henceforth and not calendar months which the subscriber was used to earlier. To collect the money till the date of package activation, billing on daily basis should be followed as per formula

Old pack rate p.m./30 days x no of days old pack has been active in current month = Amount billed to subscriber in transition month.

First step would be to get the trade prepaid mechanism in place where the LCO pays the money from his pocket and collects later from the subscriber. As he does his collection, he gets chance to educate subscribers. He should activate packages with validity dates that matches the subscriber's payment. The % of subscribers turning into prepaid will slowly go up. After about 6-9 months the Operator would have got a chance to communicate to all subscribers, collected his old outstanding by settling terms, he can forcefully shut off the last lot of subscribers who have still not migrated.

Q 43. What should be the billing cycle both for pre-paid and post paid? Please give your comments along with justification.

In the case of prepaid validity should be minimum 30 days from date of activation or the as per the plan subscribed.

In the case of post paid it should be a calendar month for simplicity sake. Different bill cycles only become necessary if a large volume is there in post paid. Once a large no. move to prepaid we feel the load on the system to generate post paid bills will not be felt.

Q 44. Should deduction of maintenance related charges for CPE from the pre paid subscription account be prohibited?

Deduction of maintenance charges from prepaid balance should be permitted as long as subscriber is clearly communicated the same. Subscribers need to pay for repairs beyond warranty period.

Q 45. How Toll Free number and call centre details can be widely publicised among the subscriber?

What is the use of the landing/home channel on each STB if not for consumer information ?

Q 46. How response time and accessibility of call centre including that of the Call centre executive can be enhanced?

In cable TV the subscriber has always interacted with the LCO and directly calls their office/him for service. Call centre is an additional back up option for service in case the subscriber is unable to reach the LCO. MSOs should create a system whereby any complaint received at their end is quickly forwarded to the LCO for troubleshooting. A notification of a complaint received should be flashed as a notification in the LCO portal for prompt action. LCO will close the same after attending to it, which info flows back to the call centre executive should the subscriber again call up. Currently this does not happen and we get flak later from subscribers that we were promised activation of certain channel when actually no message is passed on and with no rights to operate the LCO portal, the call centre executive cannot do much.

Q 47. Please provide your comments on the following performance parameters discussed in preceding paras related to call centre?

- a. Call centre availability hours**
- b. Multiple languages in IVR**
- c. Response time for answering IVR and voice to voice calls**
- d. Sub menu and accessibility of customer care executive**

Call center should be available between 10 am to 11 pm.
IVR should have Hindi, English and local State language as options.
IVR menu should be simple with a single digit option to speak to a customer executive. If there is a queue in the system the time to speak to an executive should be made known to subscriber.

Q 48. What should be the timelines for complaint resolution for different type of complaints at call centre and Nodal officer level?

A nodal officer should be able to resolve disputes amicably within 14 days

Q 49. Can outsourcing of call centre and web based complaint monitoring functions to third party help in increasing efficiency and compliance levels?

Outsourcing can be used if required and the decision should be left up to the DPO.

Q 50. What should be the innovative ways to develop a speedy user friendly complaint registering and redressal framework using Mobile Apps, SMS, Online system etc.

Around 80% of the complaints are related to STBs and channel blackouts. So if these are addressed properly QoS standards will automatically improve.

Q 51. What should be framework for implementation of electronic PMR?

Not applicable

Q 52. What should be framework for auditing of the records for QoS regulatory compliance by DPOs? Please suggest appropriate measures along with justifications.

Self-certification instead of Auditing of QoS should be best measure. Random survey can be carried out by regulator if regular complaints of DPO is received.

Q 53. What should be framework for carrying out survey for QoS compliance and subscriber satisfaction?

Random survey can be carried out by regulator at his own costs once in 3 years.

Q 54. What should be the framework and quantum for financial disincentives for non compliance to the prescribed QoS benchmarks? Please suggest appropriate measures along with justifications.

Stated above in respective non-compliance in QoS benchmarks

Q 55. Should all channels carried on the platform of a DPO must be included and shown in the EPG? Justify your comments.

Since in a digital system, all available channels should be available in the EPG grid in the correct genre, else a subscriber will never even know that the same is even available on the network. The subscriber should be able to opt for the same if they are ready to pay the price for the same. The EPG listing goes onto to increasing sales for the platform.

Q 56. Stakeholders may also provide their comments on any other issue relevant to the present consultation.

No comments

Jmayekar
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