

GTPL Hathway Limited's Response to the Draft Standards of Quality of Service & Consumer Protection (Digital Addressable Systems) Regulations, 2016

15th November 2016

To,

Prof. M. Kasim,

Advisor (B&CS)-III

Telecom Regulatory Authority of India (TRAI)

New Delhi

Sub: Comments on the Draft Standards of Quality of Service & Consumer Protection (Digital Addressable Systems) Regulations, 2016 ("Draft QoS Regulations of 2016")

Sir,

We thank the Authority for providing us with the opportunity to share our comments on the Draft QoS Regulations of 2016.

As desired by the authority, we are limiting our response to only those provisions of the Draft QoS Regulations of 2016, which in our opinion require some modification, in order to protect the interests of consumers and further help in reducing disputes between the stakeholders, in the following manner:

S. No.	Existing Draft Interconnection Regulations	Modification/Addition/Deletion proposed by GTPL Hathway Limited to the Draft QoS Regulations	Detailed Reasons for the proposals by GTPL Hathway Limited
1.	<p>Clause 2(cc) reads as under:</p> <p>(cc) “home channel” means a platform service generated and transmitted by distributor of TV channels to its subscribers and is displaced by default on television screen whenever the set top box is put on.</p>	<p>Clause 2(cc) should be deleted.</p>	<p>It is proposed that the definition of home channel be deleted as there is no need to define the same. Furthermore, it takes away the right of a distributor of TV channels to set a landing channel/ barker channel. In any event, all customer related information and consumer education will be carried on through the customer care channel. The running of each platform services based channel has an added cost to the distributor of TV channels, and such additional cost on the home channel would not serve any useful purpose even with regard to the consumers. It would also be pertinent to mention here that the home channel has not been given any specific purpose within the QoS Regulations, and the term is being used only in conjunction with the customer care channel and for dissemination of information which is already available on the customer care channel.</p> <p>Also, all reference made to home</p>

			channel in the Regulations should also be removed i.e. Clauses 8(4), 14(3) and 17(2).
2	<p>Clause 3 reads as follows:</p> <p>(5) Every distributor of TV channels or local cable operator, as the case may be, offering TV broadcasting services shall devise a Consumer Application Form for initial subscription for such services:</p> <p>Provided that it shall be open to the distributor of TV channels or local cable operator, as the case may be, to use electronic format for the Consumer Application Form.</p>	<p>2nd Proviso to Clause 3 is suggested as follows:</p> <p>Provided that upon request by a subscriber for a physical copy of the E-CAF, the same can be provided on a payment of Rs.50 inclusive of taxes from the nearest office of the distributor or the LCO, as the case maybe.</p>	
3	<p>Clause 4(2) reads as under:</p> <p>The distributor of TV channels or local cable operator, as the case may be, shall provide TV broadcasting services to the consumer only after obtaining completed Consumer Application Form and provide a copy of the said form to the consumer.</p>	<p>Clause 4(2) is proposed to be modified as under :</p> <p>The distributor of TV channels or local cable operator, as the case may be, shall provide TV broadcasting services to the consumer only after obtaining completed Consumer Application Form either in e form or hard copy and provide a copy of the said form to the consumer. The form can also be provided to consumer through</p>	<p>The change is necessitated since now e-CAF has been allowed by TRAI under proviso to clause 5.</p>

		email.	
4.	<p>Clause 8 reads as under:</p> <p>8. Non availability of channels on distributor of TV channels platform. —</p> <p>(3) A distributor of TV channels shall reduce the subscription charges for a bouquet offered by the distributor of TV channels if channel(s) forming part of the bouquet becomes unavailable on its platform and the reduction in subscription charges payable by the subscriber shall be calculated proportionately taking into account the discount offered by the distributor of TV channels on the retail price of bouquet.</p> <p>Explanation: For the removal of any doubt, it is clarified that any change of composition of the bouquet offered by a distributor of TV channels, when channel(s) forming part of such bouquet are available on its platform, shall be construed as a new bouquet.</p>	<p>It is proposed that proviso to Clause 8(3) should be inserted to the following:</p> <p>Provided that the distributor may offer an alternative channel of the genre and language of the channel discontinued and, if the substitution is accepted by the subscriber, the distributor or its linked local cable operator may not reduce the subscription charges for the channel which is not available on its network.</p>	<p>It is submitted that in the event channels are being availed of by a subscriber in the form of a bouquet from the distributor, an option should be available to the distributor to substitute the channel in the case of discontinuation of a channel. Even under the extant Regulations, such a provision exists and no complaints with regard to the same have been received from consumers. A certain amount of flexibility is required to be provided to the distributor of TV channels, so that it can make alterations in its offerings in the event of discontinuation of channels. Furthermore, the same will only be applicable, if the consumer accepts the replacement channel, if not he/ she would be entitled to reduction in subscription charges.</p> <p>Furthermore, the reference to home channel has been removed and the sub-clauses have been renumbered accordingly.</p>

5	<p>Clause 10(1) reads as under:</p> <p>Disruption of TV broadcasting services. — (1) In case signals of TV broadcasting services to a subscriber are continuously disrupted for a period exceeding 72 hours, the distributor of TV channels shall not charge such subscriber for the entire period of such disruption.</p>	<p>Proviso to Clause 10(1) is proposed to be modified as under :</p> <p>Provided that the period of disruption shall be calculated from the time the subscriber has registered his concern with the Call Center/mail desk or any other mode of communication with MSO /LCO.</p>	<p>It is important to ascertain as to the time from which the period of disruption be counted otherwise it would give rise to unnecessary conflict between Subscriber and MSO/LCO. By defining the starting point, inconvenience to subscriber would be avoided.</p>
6	<p>Clause 17. Redressal of complaints by Nodal Officers .— (1) Every distributor of TV channels shall appoint one or more Nodal Officers in every State in which it is providing TV broadcasting services, as may be considered necessary, for the redressal of subscriber complaints.</p>	<p>A proviso to Clause 17 is suggested as follows:</p> <p>Such Nodal Officer appointed for a particular State may be centrally located and need not be operating from the State for which they have been appointed.</p>	
7	<p>Clause 22 reads as under:</p> <p>22. Billing cycle .— (1) The monthly billing cycle for pre paid payment option shall be thirty days from the date of</p>	<p>It is proposed that the Clause 22 should be amended to the following:</p> <p>22. Billing cycle .— (1) The monthly billing cycle for pre paid payment</p>	<p>It is suggested here that the billing cycle for the post-paid payment option at thirty days would be beneficial for the subscriber.</p>

	<p>activation of services and for post paid payment option the billing cycle shall be a calendar month.</p>	<p>option shall be thirty days from the date of activation of services and for post paid payment option the billing cycle shall be thirty days starting from any day of the month, based on the stipulated billing cycle for that customer.</p>	
8	<p>Clause 26(6) reads as under:</p> <p>(6) Every distributor of TV channels or local cable operator, as the case may be, shall be responsible for maintenance of Customer Premises Equipment offered under sub regulation (4) and sub regulation (5) for a minimum period of five years and the subscriber shall not be required to pay any charge towards repair and maintenance of the Customer Premises Equipment during such period.</p>	<p>It is proposed that the Clause 26(6) should be amended to the following:</p> <p>(6) Every distributor of TV channels or local cable operator, as the case may be, shall be responsible for maintenance of Customer Premises Equipment offered under sub regulation (4) and sub regulation (5) for a minimum period of one year and the subscriber shall not be required to pay any charge towards repair and maintenance of the Customer Premises Equipment during such period.</p> <p>Further proviso to this clause is suggested as follows:</p> <p>Annual Maintenance contracts shall be offered by the distributors to the subscribers after the expiry of the period of one year. In case the</p>	<p>In Clause 26(6), the time period of 5 years has been reduced to 1 year as, the Set-Top Boxes are not manufactured by the distributor of TV channels and are purchased from third party vendors who only provide a maximum warranty period of 1 year. Therefore, as no warranty beyond 1 year is being provided to the distributor of TV channels by the manufacturer of the equipment itself, it cannot provide maintenance for a period of 5 years. The maintenance cost of the equipment is being passed on to the distributor of TV channels.</p> <p>In situations where the subscriber does not get the scheme renewed or does not opt for the same initially, the distributor should have the option of not replacing the STB for a period of first 30 days after renewal of the AMC.</p>

		subscriber does not opt for the Annual Maintenance Contract initially, the distributor shall have the option of not replacing the STB for a period of first 30 days after renewal of the AMC.	
9.	<p>Clause 28(1) reads as under:</p> <p>28. Consumer care channel .— (1) Every distributor of TV channels, who is offering any kind of platform services , shall designate a channel for the purpose of consumer awareness and the same shall be referred as consumer care channel.</p>	<p>It is proposed that the Clause 28(1) should be amended to the following:</p> <p>28. Consumer care channel .— (1) Every distributor of TV channels, who is offering any kind of platform services, shall designate linear channel number 999 for the purpose of consumer awareness and the same shall be referred as consumer care channel.</p>	<p>It is proposed that all distributors of TV channels provide the consumer care channel at linear channel number 999. It will ensure uniformity as also increase accessibility of the consumer to access such information. Furthermore, when the Authority or the distributor of TV channels launch any consumer awareness initiative it would provide uniformity, as well as easier recall amongst the consumers. When the linear channel number is fixed across platforms/ service providers, it also increases the recall amongst the subscribers who even if they replace service providers, will not need to recall new details.</p>
10.	<p>Clause 33 reads as under:</p> <p>33. Display of channels in EPG. — (1)</p>	<p>It is proposed that the Clause 33 should be amended to the following:</p> <p>33. Display of channels in EPG. — (1)</p>	<p>It is proposed that the requirement of indicating the a-la-carte pricing of a channel on the EPG be done away with. It is submitted that the distributor of TV channels prepares a common EPG for</p>

	<p>Every distributor of TV channels shall list all channels available on its platform in the electronic programme guide in the respective genres along with applicable a-la-carte prices.</p> <p>Provided that in case of pay channels distributor of TV channels shall indicate MRP declared by the broadcaster in the electronic programme Guide and for the free to air channels such prices shall be indicated as zero.</p>	<p>Every distributor of TV channels shall list all channels available on its platform in the electronic programme guide in the respective genres.</p>	<p>all its customers, irrespective of the channels/ packages subscribed to by a subscriber. Furthermore, the price of a channel would also change depending upon whether it is subscribed to on a-la-carte basis or as part of a package. Therefore, it is very difficult to provide the channel pricing as part of the EPG. All information relating to channel pricing would be available on the customer care channel, as also the website of the distributor of TV channels in addition to being available through the customer care representatives.</p>
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