

Bermuda Customer Contracts Survey Report

Objective

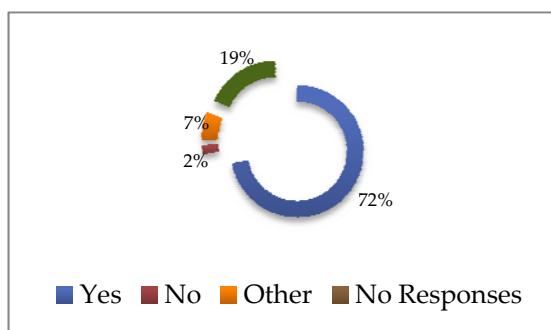
The Consumer Contract Survey was developed to gain insight into what Bermuda residents believe should be included in a telecommunications service contract. The survey was conducted from 14 May to 14 June. Overall, the Survey received 43 responses, with a total of 37 completed surveys. Detailed information on responses can be found below.

Question 1 – location and availability of the Consumer Rights: Contracts Consultation

This question simply informed the reader where they could find a copy of the Consumer Rights: Contracts Consultation. All questions within the survey were derived from sections in the Consultation.

Question 2 – Availability of Contracts outside of store

Should contracts be readily available to Consumers so that they can be taken home and read before making a decision? If your answer is no, please state why.



Number of Responses – 35

72% of respondents felt as though contracts should be available so that consumers should be able to review contracts outside of a Carrier's store before making their decision.

Other Responses:

- Detailed, Itemized costs should be in the contract (including mobile-to-mobile costs as well as off-net charges).
- Contracts should be made readily available so that current customers can see what changes have been made to attract new customers

Question 3 – Additional Information Required

What additional information should be made available to Consumers prior to entering into a Contract for services with a Service Provider?

3 Day period for cancellations	7%
A Summary of the Terms of the Contract	7%
Cancellation Terms and Costs	33%
Detailed/Itemized Service Costs	13%
Escalation Procedures	7%
Estimates of Monthly Bills	7%
Maintenance notices	7%
Quality of Service Terms and Conditions	20%

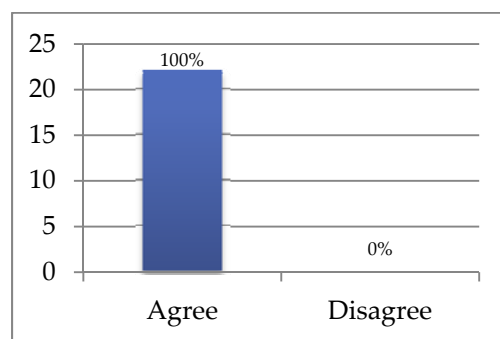
33% of the responses indicated that Cancellation Terms and Costs is the most important information, which should be made available to consumers before entering into a contract with a Service Provider. 20% of the responses indicated that Quality of Service Terms and Conditions should be made available to

<i>A Tick box on the Terms and Conditions Page</i>	23%
<i>An 'agree' and/or 'disagree' Icon</i>	15%
<i>An email notification/verification</i>	15%
<i>A follow up phone call</i>	8%
<i>Confirmation Passwords</i>	8%
<i>By a review of international best practices</i>	8%
<i>There is no way to be sure, which is why a signature should be mandatory</i>	8%

consumers, while a summary of the contract, escalation procedures, cancellation periods, estimates of monthly bills, and maintenance notices all represented 7% of the responses. N=15

Question 4 – Timeframe for Contract Review

Do you agree or disagree that contracts in physical and electronic form should be available to review at your own pace? If you disagree, please state why.



Number of Responses – 27

100% of all respondents agree that contracts in both physical and electronic form should be available to view at the Consumer's own pace. The fact that no consumer disagreed demonstrates a lack of satisfaction with current industry practices, which do not allow customers to leave a store with an unsigned contract.

Question 5 – Electronic Signature

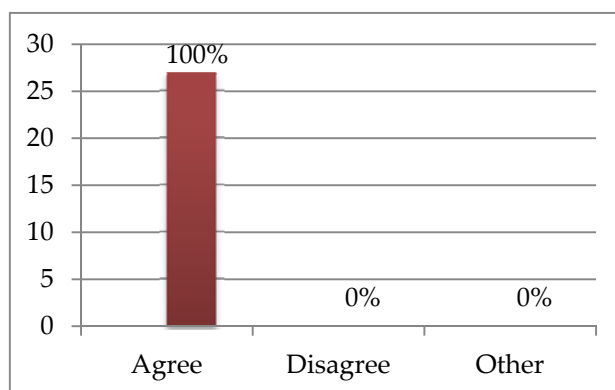
In the case of an Electronic Contract, how can Service Providers be sure that a Consumer's agreement with the terms and conditions of that Contract is clear without the requirement of a signature?

23% of responses indicated that a tuckbox would be the best way to ensure that a Consumer's agreement with a Carrier's Terms and Conditions is clear without requiring a signature. Other options such as 'agree or disagree' icons and email notifications both represent 15% of the responses. In addition, some consumers also felt that other means of ensuring a Consumer's agreement were a follow up phone call, conformation passwords, and a review of international best practices, to determine which method is mostly used overseas.

8% of responses indicated that there is, in fact, no way to be sure that a Consumer's agreement with the Terms and Conditions of that contract is clear without requiring signature.

Question 6 – Encouragement to view the Terms and Conditions

Do you agree or disagree that Consumers should be encouraged to view the Terms and Conditions physically or electronically before agreeing to them?



Number of Respondents – 27

100% of all respondents felt that consumers should be encouraged to view the Terms and Conditions before signing them.

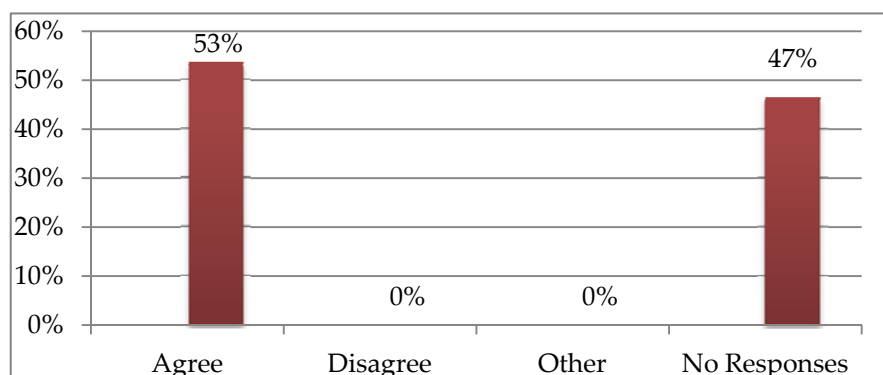
Question 7 – Additional Contract Forms

Are there any Contract forms not mentioned above that you believe should be considered by this consultation?

Notification for escalation Procedures
Changes in contract due to financial situation
Detailed costs
Fine print should be in big print
Detailed payment agreements and cancellation procedures

Question 8 – Contract Summaries

Do you agree or disagree that a carrier whose contract(s) for service(s) is longer than two pages should be required to provide Consumers with a Contract Summary? If you disagree please state why.



Number of Respondents – 43

47% of all respondents provided no response to this question, however, out of those respondents who answered, 100% agreed that a Contract Summary should accompany a Carrier Contract, which is longer than 2 pages.

Other Responses

- *Terms and Conditions should be limited to point form.*
- *Summaries should include highlights and cancellation information.*

Question 9 – Changes to the proposed decision

Do you recommend any changes to the proposed decision? If so, please state these changes.

<i>Prepaid mobile Terms and Conditions</i>
<i>Consumer tracking of call and data usage</i>

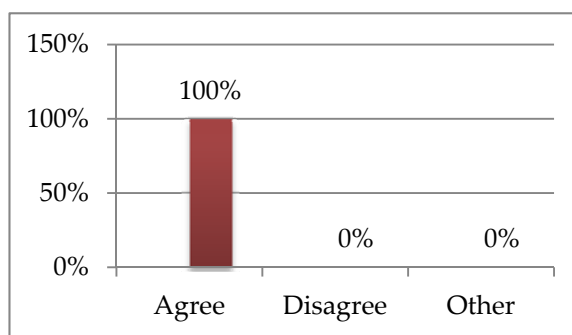
Question 10 – Additional Contract Summary Terms

Are there any other terms and conditions, not listed that should be included in a contract Summary?

3-day cancellation period at beginning of contract
Disputes process (including an independent body)
Bundled/Promotional Contracts
Estimates of Monthly Charges

Question 11 – Inclusion of Proposed Terms in All Contracts

Do you agree or disagree that the terms above should be included in all contracts? If you disagree, please state why



Number of Respondents – 22

100% of respondents agreed that the Terms and Conditions proposed in the Consultation should be included in all telecommunications contracts. This indicated that Bermudian Consumers feel that some contracts, which are currently available, do not provide the relevant information consumers need to make more informed decisions about their telecommunications service providers.

Question 12 – Additional Contract Terms

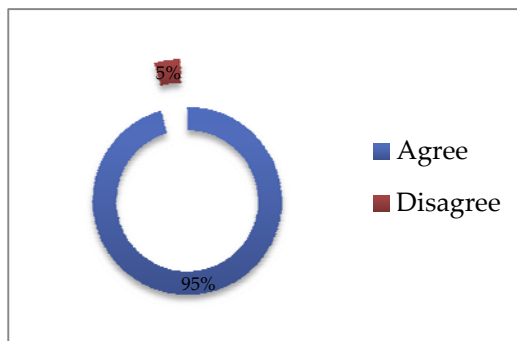
What other items do you think should be covered which have not been included in the proposed decision?

Required installation services/equipment and cost	20%
Maintenance notification	20%
Penalties/credit for disruption of service	60%

60% of responses indicated that penalties and credit for disruption of service was the most important item to which respondents think should be covered which were not included in the proposed decision. Additionally, required installation services and the cost of equipment as well s maintenance notification were both topics that respondents feel should be addressed in the Consumer Contract Decision.

Question 13 – Minimum Guaranteed Standard

Do you agree or disagree that Service Providers should have a minimum guarantee standard for services offered? If you disagree please state why.

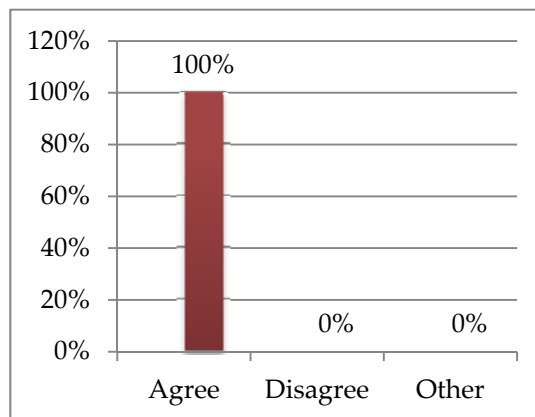


Number of Respondents – 22

95% of respondents agree that Carriers should provide a minimum guarantee standard for services provided. Only 5% of respondents disagreed, however, no explanation was provided as to why carriers should not be required to have minimum service guarantees.

Question 14 – Inclusion of Proposed matters in Contracts

Do you agree or disagree that the matters listed above should be included in Contracts for Services? If you disagree, please state why.



Number of Respondents – 21

100% of respondents agree that all matters listed in the Consultation should be included in Contracts for Services (Please see page XX of the Consumer Contract Consultation). Along with Question 11, this indicates that consumers do not believe that current contracts are sufficient enough for them to make informed decisions when selecting a Service Provider.

Question 15 – Additional Standards

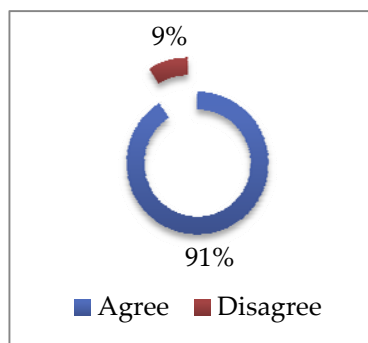
Do you recommend any additional standard that should be included in the list?

Question 15	
Penalties and credits from the disruption of service	50%
The process for administering credits for disruption of service	17%
Published comparisons each year to allow customers to make better choices	17%
Types of disruptions	17%

50% of responses indicated that penalties and credits from the disruption of service should be included as an additional standard in the RA's Decision, while other responses indicated that standard such as the credit administration process, published comparisons and types of service disruptions should be added to the Consumer Consultation Decision (please see page xxx)

Question 16 – Automatic Renewals

Do you agree or disagree that Service Providers should not renew a contract without your consent? If you disagree please state why.



Number of Respondents – 22

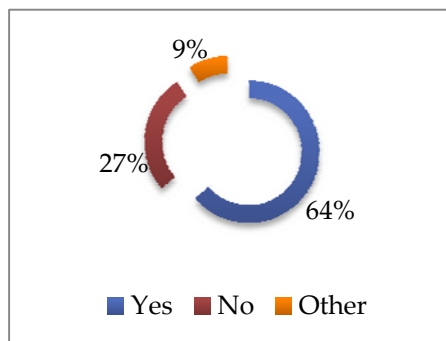
91% of respondents agreed that Service Providers should not renew a contract without the consent of the Consumer. 9% of respondents disagreed that Service Providers should have the consent of the Consumer before automatically renewing a contract.

Other Responses

- Customers should have 30 – 60 days to cancel an automatic renewal.
- Carriers should not be able to automatically renew a contract without the customer's consent.
- Better terms and conditions could be available that those in the contract.

Question 17 – Month-to-Month Renewal

After the expiration date, should contracts be automatically renewed on a month-to-month basis? If no, please state why.



Number of Respondents – 22

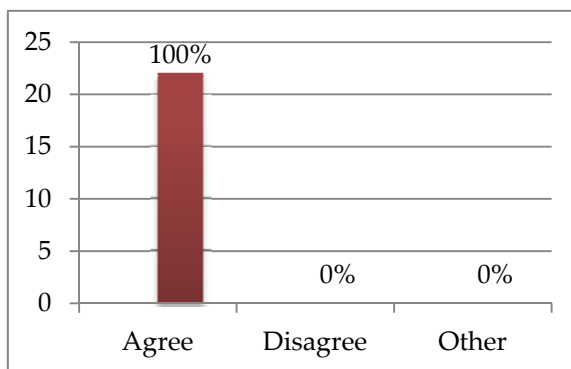
64% of all respondents believe that contracts should be automatically renewed on a month-to-month basis, while 27% of respondents do not. 9% of all respondents have other opinions about Question 17.

Not without prior notification/consent of the Consumer.	50%
Customers should call and renew the service.	17%
Customers should be given the option of renewing.	17%
Automatic renewal puts the consumer in a position where they have to pay for a service, which they have not been able to thoroughly consider since not many pay attention to renewal dates.	17%

As outlined in the table, majority of the responses indicate that a Service Provider should not be allowed to automatically renew service on a month-to-month basis without the prior notification and/or consent of the Consumer. Additionally, responses illustrate that customers should call and renew the service, or should be given the option of renewing. One reason provided is that automatic renewal does not provide the consumer with the time to consider whether they would like to continue with their current service.

Question 18 – Broadband Quality Issues

Do you agree or disagree with a collaborative approach to the broadband quality issues listed above between Consumers, Service providers, and the RA? If you disagree, please state why.



Number of Respondents – 22

100% of all respondents agree with the collaborative approach to broadband quality of service issues outlined in the Consumer Contract Consultation (See pages xxx of the Consumer Contract Consultation)

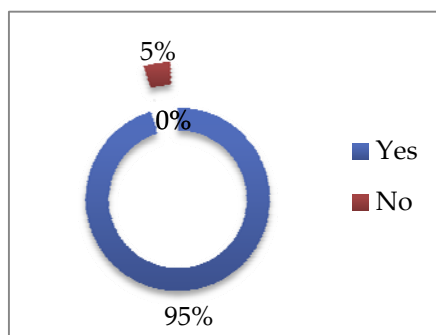
Question 19 – Other Broadband Quality of Service issues

What other issues do you think should be discussed in the proposed Broadband Quality of Service discussion?

Subscription Television Blackouts.
Capacity of Internet from US mainland to Bermuda.
Cost of service including potential future reductions.
Delivery of agreed band with.

Question 20 – Consultation Discussions

The RA proposes to commence discussions on this issue within 30 days after the conclusion of this consultation. Is this an acceptable timeline? If no, please state why.



Number of Respondents - 22

95% of respondents agree with the RA's proposed timeline while 5% disagree.

Other Responses:

- *Provide a Decision Paper to Carriers*
- *This discussion is long overdue*

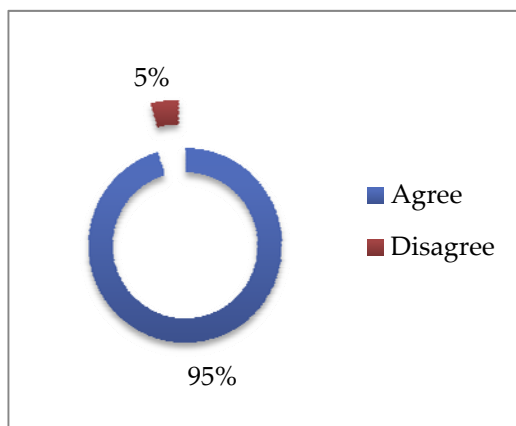
Question 21 – Other Timelines

What additional timelines would you propose and why?

Provide clarity to the consumer and international business on the intentions to move Bermuda into the modern age of Telecoms without the current inefficiencies and prohibitive costs.

Question 22 – Opt Out of All Communications

Do you agree or disagree that consumers should be able to opt out of unsolicited communications from carriers that are not related to service information by signing an agreement? If you disagree, please state why.

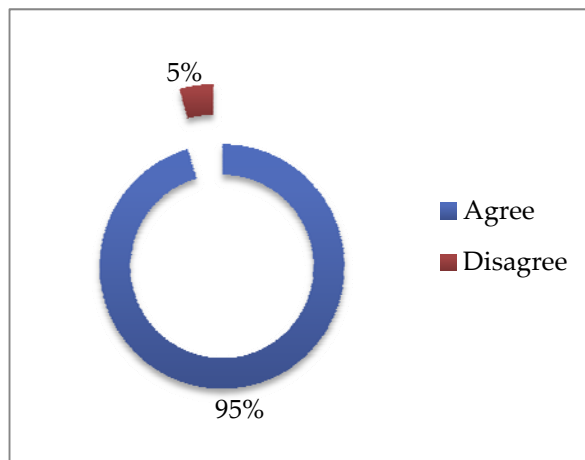


Number of Respondents - 22

95% of respondents felt that consumers should be able to opt out of unsolicited communications from service providers, while 5% of respondents felt that consumers should not be able to opt out.

Question 23 – Opt Out of SMS notifications

Do you agree or disagree that a consumer should be able to opt out of receiving notifications via SMS message? If you disagree, please state why.



Number of

Respondents - 22

95% of respondents felt that consumers should be able to opt out of SMS notification from service providers, while 5% of respondents felt that consumers should not be able to opt out. The main reason for disagreeing was the possibility of a natural emergency in which an SMS notification would be necessary for the safety of the Consumer.

Consumers should only opt-in.

Customers should be able to opt out of getting any information not critical to service provision.
