



Digicel

Digicel's Response to Consumer Rights: Contracts

Consultation

Matter: 14/1615

13 June 2014



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We thank you for inviting Digicel to provide its comments on this consultation and of course are available for any questions you may have.

Please do not hesitate to refer any questions or remarks that may arise as a result of these comments by Digicel to: -

Wayne Caines

CEO

Digicel Bermuda Ltd

Address: Washington Mall, Phase II

22 Church Street

Hamilton, HM 11

Bermuda

Tel: 1 (441) 500-1010

Email: wayne.caines@digicelgroup.com



Questions Re Proposal 1

1) Subject to the special provisions concerning Pre-Paid Contracts and Contracts for Add-On services (set out in 8.5 below), do you agree or disagree that contracts should be readily available to Consumers via retail store, online, or in printed form where a Consumer can take it home and read it before making a decision.

Agree

2) If you disagree with question 1 above, please state why.

N/A

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

Providers should provide brochures on service offerings.

Questions Re Proposal 2/

1) Do you agree or disagree that contracts that are available in physical and electronic form make it easier to review at your own pace? Why or why not?

Agreed.

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

If the Terms and Conditions are clearly stated on the invoice and the customer service agent went over them with the customer that will meet customer needs.

3) Do you think that Consumers should be encouraged to view the Terms and Conditions before agreeing to them?

Yes.

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

No



Questions Re Proposal 3/

1) 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?

Agree

2) Are there any other terms and conditions, not included in the proposed decision, which should be included in a Contract Summary?

No

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

No

Questions Re Proposal 4

1) Do you agree or disagree that the terms above should be included in all contracts?

Agree

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

None

3) Are there any items, which have been included in the proposed decision that you think are unnecessary? If so, which items and why?

Listing staff members appears excessive to us where providers have call centres in which agents can answer questions regarding a contract.

Questions Re Proposal 5

1) Do you agree or disagree that Service Providers should have a minimum guarantee standard for services offered?

To some extent this is possible, but we would need to have further discussions with the Authority this respect. We are not sure that how practical it will be to guarantee minimum speeds for example especially for wireless and mobile networks. There are also challenges when it comes to uptime depending on what is meant precisely.



Wireless signals depend, of course, on Radio Waves. 100% coverage is not practical. Neither is it possible to ensure that a signal can be obtained at any particular point even in a given area – especially indoors – short of placing transceivers inside every room, building and basement in Bermuda. There are always dead spots. Further there is no practical way of monitoring whether a wireless customer was in an isolated dead spot and eg 2 metres away from a point in which coverage was available.

Therefore it will be possible for a customer to for example have coverage to everywhere except one room in a house, or to have high data rates in one room and no data coverage in the next room. There is no reasonable basis to require coverage on an individual subscriber level.

Further, with mobile devices, coverage and data speeds can be hugely affected by unknown gatherings of people including the movement of ships alongside the island. Wireless providers cannot geographically reallocate resources every time there is some kind of gathering in Bermuda or movement of passenger ships.

Unpredictable spikes in traffic can also be generated by particular Apps or websites.

Finally, delays in data delivery can result from events occurring far outside the network.

Therefore, for the foreseeable future, there will always be circumstances in which there will be no coverage or where there is no data or very slow data service. It does not appear to be practical to require otherwise.

Nonetheless, we should like to discuss this matter further with the Authority to see if there are any measures that might be helpful. Those would necessarily have to relate to averages over a period of time, or for example the mode (most commonly occurring figures), and they would not produce figures that any individual wireless subscriber could rely on as the basis of a complaint. While fixed data provision is to some extent more controllable, that is also subject to a number of the factors above outside the control of a provider.

2) Do you agree that the matters listed above should be included in Contracts for Services?

Speed and availability or up-time are not practical measures for wireless networks in particular for the reasons expressed above at the level of individual subscribers.

Questions Re Proposal 6

1) Do you agree or disagree that Service Providers should not renew a contract without your consent?

Agreed, other than for a monthly renewal



2) If you disagree with question 1 above, please state why.

See answer to 1.

3) After the expiration date, should contracts be automatically renewed on a month to month basis?

Agreed – as otherwise customer may be cut off against his wishes.

4) What changes, if any, do you suggest to the Proposed Decision and why?

N/A

Questions Re Proposal 7

1) Do you agree with a collaborative approach to the broadband quality issues listed above between Consumers, Service Providers and the RA? Why or why not?

Yes

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

Speed should not be incorporated for the time being. Please see our comments re Proposal 5 above in this respect.

3) The RA proposes to commence discussions on this issue within 30 days after the conclusion of this Consultation (with a view to providing a final document within 90 days), is this an acceptable timeline?

Yes

4) What other timeline would you propose and why?

N/A



Questions Re Proposal 8

1) Should Consumers be able to opt out of unsolicited communications from carriers that are not related to service information by signing an agreement?

When considering this question we believe that the Authority should be guided by the hand of encouraging economic activity. The marketing of goods and services is generally to everyone's benefit. This should be the start point. The Authority should avoid unnecessarily adding friction to the wheels of commerce especially when a customer is being contacted by a company with which they already have a contractual relationship. The important thing to our mind is, where there is an existing contractual relationship, for communications providers to give the customer the chance easily to unsubscribe from, or to bring an end to, communications they no longer wish to receive.

We therefore advocate an opt-out rather than opt-in policy for marketing. Digicel already does this by giving customers on sign up the chance to tick an opt-out box.