



Fair Trading Commission

DECISION

Standards of Service for Cable & Wireless (Barbados) Limited

2014 - 2017

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SECTION 1 INTRODUCTION

1.0 BACKGROUND

This document sets out the Fair Trading Commission's (Commission) determination of standards of service for the landline telephone services of Cable & Wireless (Barbados) Limited (Cable & Wireless).

The Utilities Regulation Act, CAP. 282 (URA) provides for the determination of standards of service by the Commission. In discharging this responsibility the Commission decided that it would begin the process by issuing a Consultation Paper as mandated by the Fair Trading Commission Act, CAP. 326B (FTCA). The Paper was issued on October 23, 2013. Service providers, representatives of consumer interest groups and other interested parties were invited to comment on the Consultation Paper.

The purpose of a standard of service programme is to ensure that a minimum quality of service is maintained, to provide incentives for improvement in the quality of service, to create conditions for customer satisfaction, to monitor service quality and generally protect the interests of consumers of telecommunications services.

The Guaranteed Standards of Service require that Cable & Wireless make compensatory payments to each individual customer who is affected by its failure to meet the defined targets for the relevant standards.

The Overall Standards of Service are designed to monitor the overall performance of Cable & Wireless and are not defined by the service which any specific customer receives. There is no compensation to customers for failure to meet overall standards.

The standards also include details of exemptions. Exemptions refer to situations where the Commission considers that failure to meet the standards is due to circumstances outside the control of Cable & Wireless.

1.1 PUBLIC CONSULTATION

The consultation period for the Standards of Service was between October 25, 2013 and December 06, 2013. During this period, the Commission hosted an outreach effort in Bridgetown to inform the general public about the Commission's Consultation Paper on the Standards of Service for Cable & Wireless. The consultation related specifically to the review of the standards of domestic voice telecommunications services of Cable & Wireless; the standards do not relate to services such as mobile, ADSL or television content. The Commission does not have jurisdiction to regulate these services nor the services provided by the other telecommunications service providers.

The revised standards of service will be applicable from **July 1st, 2014** to **March 31st, 2017**.

1.2 LEGISLATIVE FRAMEWORK

The functions of the Commission encompass the important aspect of setting standards of service. Section 3(1) of the URA, sets out the functions of the Commission in relation to regulated service providers. Some of these functions are as follows:

- (a) *to determine the standards of service applicable;*
- (b) *to monitor the standards of service supplied to ensure compliance; and*
- (c) *to carry out periodic reviews of the rates and principles for setting rates and standards of service.*

The Commission therefore has responsibility for determining, monitoring and undertaking periodic reviews of the standards of service.

Section 4 of the URA stipulates that in determining standards of service the Commission shall have regard to:

- (a) *the rates being charged by the service provider for supplying a utility service;*
- (b) *ensuring that consumers are provided with universal access to the service supplied by the service provider;*
- (c) *the national environmental policy; and*
- (d) *such other matters as the Commission may consider appropriate.*

Before any standard of service can be determined, the Commission, according to Section 4 (4) of the FTCA, must consult with the service providers, representatives of consumer interest groups and other parties that have an interest in the matter before it.

The Commission may make orders imposing penalties for non-compliance with the relevant standards of service and prescribe amounts to be paid to consumers when a service provider fails to meet the standards. Section 38(c) of the URA provides that the Commission may make:

Orders with respect to

- i) imposing penalties for non-compliance with prescribed standards of service; and*
- ii) prescribing amounts to be paid to the person referred to in Section 21 for failure to provide a utility service in accordance with the standards of service set by the Commission.*

Rule 63 (2) of the Utilities Regulation (Procedural) Rules 2003, S.I. 2003 No. 104 indicates that service standards may include issues such as:

- (a) Universality of service;*
- (b) The provision of new services;*
- (c) The extension of services to new customers;*
- (d) The maximum response time permitted for responding to customer complaints and queries; and*
- (e) Standards related to service quality which is specific to each sector.*

Under Statutory Instrument (S.I.) 2006 No.5 the Telecommunications (Regulated Services) Order 2006, the following categories of telecommunications services were determined to be subject to regulation by the Commission:

- (a) International Telecommunications Services;*
- (b) Domestic Voice Telecommunications Services;*
- (c) Services in respect of Interconnection Charges;*
- (d) Leased Circuits; and*
- (e) International Simple Resale*

SECTION 2 TELECOMMUNICATIONS SECTOR

This section provides a brief overview of the recent developments within the domestic telecommunications sector. Barbados is leading the rest of the region when it comes to information and communications technology (ICT) development for the period 2012 to 2013. The International Telecommunications Union (ITU) released the latest figures which showed that Barbados ranked third in the Americas and 29th globally out of 157 countries assessed for the period.

The telecommunications environment in Barbados has become more diverse. Cable & Wireless which now operates under the trade name “LIME” has added television content to its product mix of landline, mobile and Internet (ADSL). Other operational changes to Cable & Wireless include an outsourcing agreement with Sony Ericsson to maintain its fixed line network.

Barbados’ two well-established mobile operators, Digicel (Barbados) Limited (Digicel) and Cable & Wireless, have introduced 4G Service and currently offer a variety of data plans allowing users to choose according to their needs and budget. Customers can also choose between prepaid and post-paid offers for handset and computer-based usage. International Internet bandwidth per Internet user almost doubled, from around 38 000 bits/sec in 2011 to close to 70 000 bits/sec in 2012.

Since 2007, TeleBarbados Inc. (which was previously owned by Atlantic Crossings LLP) had been offering residential telephone and internet service and in 2012 two new operators entered the local market - the first was Karib Cable Inc. and the second was Columbus International Inc. (Columbus). Columbus subsequently purchased the assets of TeleBarbados Inc. Columbus subsequently also bought Karib Cable and, in Barbados, the amalgamated company trades as “Flow”. Columbus also provides a variety of telecommunications services including digital cable television, broadband Internet and landline telephony in several Caribbean countries.

On August 22, 2013 Digicel was granted a full domestic service license, enabling it to offer landline services to the domestic market. However, up to the time of issuing this Decision Digicel has not commenced offering landline services.

SECTION 3 ANALYSES OF RESPONSES AND DETERMINATION

3.0 GENERAL

The Commission's staff engaged with about thirty-five (35) persons, during a public outreach session, about their views on the performance of the regulated utilities. Persons generally expressed dissatisfaction with Cable & Wireless' performance, especially regarding fault repair.

In addition to the comments from the outreach session, the Commission received written responses to its Consultation Paper from Cable & Wireless and the Barbados Association of Retired Persons (BARP). The Commission also analysed data from Cable & Wireless' standards of service reports over the period 2010 to 2013, and considered complaints and queries made by its customers.

The following is a summary of Cable & Wireless' and BARP's responses to the issues raised in the Consultation Paper and the Commission's comments and determination on the standards of service.

3.1 CHANGES TO THE GUARANTEED STANDARDS OF SERVICE

Increase in Compensation

Q 1: What are your views on the proposed increase in compensation with regard to the Fault Repair Standard? What alternatives would you suggest to the one outlined?

Q 2: Do you believe that the compensation given under the Fault Repair Standard should be more in line with a customer's basic landline telephone bill and that an affected customer's telephone bill should be reduced if the phone service is faulty?

Cable & Wireless and BARP were of the view that the proposed increase in the customer's compensation for breaches of the Fault Repair Standard was too high and unjustified. Moreover, Cable & Wireless expressed the view that the proposed increase in

compensation was not the best method to incentivise the company to improve its performance.

As part of its response Cable & Wireless highlighted the fact that it had made a significant investment in replacing the copper network with fibre optic. “The fibre optic home project” is expected to connect 80,000 households by June 2014. Cable & Wireless advised that customers will not have to pay additional charges, but are expected to benefit from higher quality of service, as fibre based networks are more robust than copper and require less maintenance. Furthermore, the company noted that transition to fibre optic will address the copper theft issue which has significantly affected customers.

Commission’s Analysis

The Commission, in its Consultation Paper, had suggested an increase in compensation for GTS2 (Fault Repair Standard) of approximately 33% for two main reasons. First, the Commission was especially concerned about the company’s compliance with GTS2 and was seeking to motivate the company to increase its performance specifically in this category. This was of particular concern to the Commission considering that customers are expected to pay their bills whether they receive service from Cable & Wireless or are without service due to a fault. Second, although Cable & Wireless’ rates for the basic telephone service increased during the period 2005 - 2012, the compensation for the customers for breaches for all Guaranteed Standards has remained the same from inception of the Standards of Service Regime in 2006.

Having considered the response, the Commission acknowledged that Cable & Wireless is currently investing in network upgrades which should result in improved performance and a lower occurrence of faults.

DETERMINATION

Having deliberated on the responses, the Commission now determines that there shall not be an increase in the compensation for breaches of the Fault Repair Standard (GTS2).

Automation of Compensatory Payments

Q 3: What are your views on the proposal to have all Guaranteed Standards fall under the automated compensation arrangement?

Both BARP and Cable & Wireless objected to this proposal. They both argued that the cost of upgrading the information systems for the implementation of automatic compensation is too high.

Cable & Wireless advised that the shift towards an automated compensation arrangement would require that it upgrades its information technology systems and the cost of such an upgrade would be in the region of US\$2 million. This estimated expenditure would include the cost of strengthening of the linkage between the information technology platforms used for billing and reporting of complaints. It would also be necessary to undertake considerable testing and modification of these systems to ensure optimal functionality.

Cable & Wireless instead supported an alternative approach of the suspension of billing to customers from the date when they report a fault until the date the fault is repaired by the company. Under this approach of automated prorated credits, Cable & Wireless would forego the revenue for the period of the service interruption, provided the fault could be verified by its technicians as being due to the Cable & Wireless network and not due to internal wiring, which is the responsibility of the customer.

Commission's Analysis

The automation of compensatory payments was suggested by the Commission as a solution to the low level of claims by customers for breaches of the Guaranteed Standards. Under the manual claims system which is currently in effect, most customers do not claim compensation for breaches of the Guaranteed Standards. The level of compensation actually paid out by Cable & Wireless is often less than thirty percent (30%) of that which was eligible for compensation. This situation results in a net benefit to Cable & Wireless. Consequently, the Commission was of the view that the automation of the process would

ensure that all customers would be compensated for the breaches of all the guaranteed standard of service.

The main advantage provided by the automatic compensation is that customers would not have to complete and submit claim forms for breaches of the Guaranteed Standards.

However, the Commission, having examined the cost to the company and the length of time required to effect the upgrade, considered that despite the advantages, automatic compensation for all of the Guaranteed Standards is not a readily viable alternative to the manual claim system at this time.

The Commission also considered whether the automation of compensatory payments could be extended to any other Guaranteed Standard of Service. In this regard, the Commission therefore had further discussion with Cable & Wireless which confirmed that it could facilitate automating the compensatory payments for breaches of GTS3 (Repeated Loss of Service) and GTS7 (Wrongful Disconnection). Customers however would still be required to submit manual claim forms for breaches of the remaining standards as the manual procedure for the evaluation of compensation will remain in place.

The Commission examined the alternative proposal of Automated Prorated Credits (suspension of billing) for GTS2 (Fault Repair) and provides its review in the following section.

Automated Prorated Credits

As stated earlier, the Commission was particularly concerned about the low level of both customer claims and Cable & Wireless' compliance with the Fault Repair Standard (GTS2). The performance under this category for residential customers averaged below 80% since April 2010.

Consequently, the Commission determined that, with respect to the Fault Repair Standards of Services, a suspension of charges by way of automated prorated credits for this applicable period is the most appropriate approach at this time. In this manner, customers

would not have to pay for the period of time during which there was a Cable & Wireless fault affecting their landline telephone service and neither would they have to submit a manual claim.

The Commission is satisfied that this alternative, which will apply to the fault repair standard only, appears to be a more practical and a more easily implemented alternative than automatic compensation for all of the Guaranteed Standards. Indeed over the years, many customers have queried why they are required to pay their bill when they do not have a functional service.

Automated Prorated Credits will ensure that customers do not pay for a service they are not receiving. Customers will continue to be billed monthly; however, if a fault is reported on the fixed line service, a credit would be applied if Cable & Wireless fails to repair the fault within two (2) days. Therefore, customers' bills will reflect a credit resulting in a reduction in the amount to be paid for the period when the fault was reported to the date the fault was repaired if this repair was done outside of the two (2) days target period. This approach provides the company with the incentive to ensure the resumption of normal service to customers within the shortest time possible or risk the loss of revenue for failure to do so.

Therefore, customers would not normally be required to manually make a claim for compensation. However, if the Cable & Wireless technician, for whatever reason, fails to report that the fault has been fixed, the credit would not be automatically applied. In this exceptional situation where the fault has been fixed but the credit is not applied the customer should advise Cable & Wireless. On verification of the fault repair, a rebate or credit will be applied to the customer's account.

As an example, if a Cable & Wireless customer experienced and reported a fault on April 03, 2014 (during business hours) which was not resolved until April 11, 2014, the customer's bill on the April billing cycle would reflect a credit for the nine days without service. To ascertain the amount of credit, the relevant recurring monthly charge would be

divided by the number of days in the month (in this case 30 days) enabling a prorated discount to be applied. Accordingly, if the relevant recurring monthly charge was \$60, the customer would be entitled to a credit of \$18. The customer charge for the April bill would therefore be \$42. It should be noted that the credit of \$18 would be automatically applied to the customer's account.

As a consequence of the adoption of automated prorated credits for the Fault Repair Standard (GTS2), and in light of the need to ensure that Cable & Wireless is afforded a reasonable opportunity to repair faults within a timely fashion, the target and compensation mechanisms as detailed in the Standards of Service Decision 2010 have been revised. Customers will therefore receive credits for periods without service due to faults which are not repaired within two (2) days of the date the fault was reported.

Customers are however reminded that if Cable & Wireless informs them that they have internal wiring faults, Cable & Wireless would not provide the prorated credit unless it is subsequently determined that the customers' internal wiring was not defective. If Cable & Wireless advises customers that they should have their internal wiring examined by qualified private service technicians and they do so and their internal wiring is not found to be defective after being examined, customers should seek compensation from Cable & Wireless for the expense of such testing by private technicians. This can be done by providing the receipt to Cable & Wireless representatives as evidence of payment for the work done. It is noted however, that if the customer's internal wiring is found to be defective, no credit will be given, and the customer would be expected to pay the regular telephone bill.

DETERMINATION

The Commission will not, at this time, require Cable & Wireless to implement a system for automating the payment of compensation for breaches of all of the Guaranteed Standards. Automated compensation will remain in place for the Installation Standard (GTS1B) and the Reconnection after Disconnection for non-payment (GTS6) and will be extended to GTS3 (Repeated Loss of Service) and GTS7 (Wrongful Disconnection).

The Commission has determined that Automated Prorated Credits shall apply to Guaranteed Fault Repair Standard of Service (GTS2).

The Commission has also determined that C&W will be given a year-round target time of two (2) days to repair the fault. Customers will therefore not receive prorated credits if fault is repaired within this period. Customers will however receive credits for periods without service due to faults which are not repaired within two (2) days of the report of the fault. Additionally the Commission will continue to monitor the speed at which faults are repaired under the Overall Standard of Service for Fault Repair (OTS1).

Manual System Compensation will apply to Approval of Application for Service (GTS1A), Response to Customer Complaints (GTS4) and Customer Appointments (GTS5).

Customers will have to submit manual claim forms for breaches of these three Guaranteed Standards of Service and Cable & Wireless will continue to make available claim forms for those customers. Customer claim forms shall also be available on the company's website. Customer claim forms must be submitted within three months of the resolution of the fault and Cable & Wireless must accept or deny the claim within two months. If after investigation a customer's claim is accepted, Cable & Wireless will adjust the following month's telephone bill by crediting the appropriate compensatory payment to the customer's account. If the claim is denied, Cable & Wireless must inform the customer on what basis the decision was made.

All compensatory payments will be made as credits on the customer's next bill after the claim has been accepted. The customer has the right to make a complaint to the Commission if he/she considers that he/she has been wrongfully denied compensation.

Continuation of Guaranteed Standards

Q 6: Should the Commission continue to set Guaranteed Standards for Cable & Wireless' domestic landline service?

It was suggested by BARP that the Commission should either continue with the Standards of Service for a fixed period or move away from the standards and adopt international best practices. However BARP failed to go into details on what it considers to be "international best practices" or provide practical examples of such. Cable & Wireless' view is that the Guaranteed Standards should apply to all telecommunication service providers.

Commission's Analysis

The Commission, under the URA, is vested with the responsibility of enforcing the Standards of Service for regulated service providers only. Cable & Wireless is the only regulated telecommunications service provider. Further, the Telecommunications Act Statutory Instrument 96 provides for the regulation of a specific number of services which Cable & Wireless provides. The legislation would have to be changed in order for the Commission to regulate all telecommunications providers or to move away from a standard of service regime.

DETERMINATION

The Commission shall continue to set Guaranteed Standards for the regulated services provided by Cable & Wireless.

The Cable & Wireless Guaranteed Standards of Service are summarised in Table 1.

Table 1 Cable & Wireless Guaranteed Standards of Service

Compensation will be paid as a credit on customers' bills

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
GTS1A	<p>Approval of Application for Service</p> <p>This refers to the time it should take from an application for service to approval</p>	<p>Residential customers – no more than 7 working¹ days</p> <p>Business customers – no more than 5 working days</p>	<p>Refund of applicable installation fees</p> <p>Manual Customer Claim</p>
GTS1B	<p>Installation of Service after Approval</p> <p>This refers to the time it should take between application approval and the actual installation of service where plant is available</p> <p>Service installation refers to installation up to the demarcation point which is where the service wire connects to the device on the customer's premises</p>	<p>Residential customers – no more than 7 working days</p> <p>Business customers – no more than 5 working days</p>	<p>Refund of first month's bill</p> <p>Automatic Compensation</p>
GTS2 (Revised)	<p>Fault Repair</p> <p>This refers to the speed in which faults due to failure of C & W equipment are repaired</p> <p>Faults due to inside wiring or customer-owned equipment are not included</p>	<p>Residential customers – no more than two (2) days</p> <p>Business customers – no more than two (2) days</p>	<p>Automatic Prorated Credit of monthly telephone charges for the period the customer was without service due to a fault on C&W's network</p> <p>Automatic Compensation</p>

¹ Working Days include Monday to Friday only and exclude public holidays and weekends. In measuring the response time for targets expressed in terms of working days, the day that the complaint is made is not counted.

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
<p>GTS3</p>	<p>Repeated Loss of Service This refers to the reoccurrence of a fault of the same nature, within 30 days of occurrence of the original fault, on the service provider's network</p> <p>Loss of service is defined as no dial tone</p>	<p>Faults should not reoccur within 30 days of repair of first fault</p>	<p>Payment of BDS\$15 to residential customers and BDS\$30 to business customers for repeated loss of service, due to the service provider's equipment, within 30 days of original fault</p> <p>Automatic Compensation</p>
<p>GTS4</p>	<p>Response to Customer Complaints This refers to the time frame in which the service provider acknowledges a customer's complaint relating to billing, malfunctioning network or quality of service</p>	<p>Acknowledgement within 5 working days for telephone, fax or email complaints. Acknowledgment within 7 working days after receipt of the written complaints forwarded by post</p> <p>Acknowledgement should include advice as to the date the investigation is expected to be completed</p>	<p>Payment of BDS\$15 to residential customers and BDS\$30 to business customers when target time is breached</p> <p>Manual Customer Claim</p>
<p>GTS5</p>	<p>Customer Appointments This refers to scheduled appointments by the service provider's representatives to correct faults on the service provider's network interface device, where access to the customer's premises is necessary but restricted</p>	<p>All scheduled appointments should be honoured</p> <p>Appointments may be scheduled: Morning (8:00 a.m. to 12:00 noon) or afternoon (1:00 p.m. to 4:00 p.m.)</p> <p>This does not include appointments pertaining to customer's premises equipment (CPE) or internal wiring</p>	<p>Payment of BDS\$15 to residential customers and BDS\$30 to business customers for missing agreed appointments (subject to 15 minutes grace period i.e. 12:15 p.m. for morning appointments and 4:15 p.m. for afternoon appointments)</p> <p>The service provider may reschedule an appointment; however, the customer must be notified at least eight working hours prior to the scheduled appointment</p> <p>Manual Customer Claim</p>

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
<p>GTS6</p>	<p>Reconnection after Disconnection for Non-payment</p> <p>This refers to the timely reconnection of a customer’s service after payment of overdue amounts.</p> <p>Where the overdue amount and reconnection fee is paid at an authorised payment point that is not online such as the post office or some banks, the customer is required to notify the company and provide proof of payment through receipt number in order to effect timely reconnection</p>	<p>Reconnection of the service should occur within 8 working hours of acknowledgement of payment</p>	<p>Refund of applicable reconnection fee</p> <p>Automatic Compensation</p>
<p>GTS7 (Revised)</p>	<p>Wrongful Disconnection</p> <p>This refers to the loss of service due to system errors by the service provider.</p> <p>This standard is not applicable where disconnections arise out of circumstances pertaining to an overdue amount</p>	<p>Reconnection within one working hour of notification by customer</p>	<p>Automatic minimum credit of BDS\$15 to residential customers and BDS\$30 to business customers. Following this, if the service is not reconnected within one working day of the customer’s report of wrongful disconnection, compensation shall continue to accrue based on prorating of the month’s line rental fee</p> <p>Automatic Compensation</p>

3.2 CHANGES TO OVERALL STANDARDS OF SERVICE

Pay Phones

Q4: Should the Overall Standard for Working Payphones (OTS3) be continued and if so, why?

Cable & Wireless and BARP provided divergent responses to this question. Cable & Wireless recommends that the standard be discontinued, while BARP suggests that while

the need for the provision of telephone kiosks remains, it should not be rigorously enforced.

Commission's Analysis

The availability of payphones is currently part of Cable & Wireless' universal service obligation which is designed to ensure access to basic telephone service for everyone in the country. According to the provisions of the Telecommunications Act 282B Section 33 (1) (b) there is an obligation imposed on Cable & Wireless to ensure that payphones are reasonably accessible to all persons in Barbados. In light of the fact that legislation imposes such a duty, the Commission is of the view that there should be a continuation of this standard.

DETERMINATION

The Commission determines that, in view of the payphone requirements in the Universal Service provisions of the Telecommunications Act, the standard of service for working payphones OTS3 will remain in effect.

Q 5: Do you believe that any of the other Overall Standards of Service should be changed?

OTS6 - Customer Response Time

Cable & Wireless stated in its response to the Consultation Paper that it was now unable to report on the Customer Response Time Standard (OTS6). The company advised that due to the aggregation data on a regional basis it can no longer provide Barbados data for Customer Response Time (OTS6).

Commission's Analysis

The Commission has also noted that Cable & Wireless had regularly reported on this standard from its inception in 2010. The Commission wrote Cable & Wireless regarding the above response concerning the Customer Response Time Standard (OTS6) and was subsequently advised that measures are being put in place that will enable the resumption in the monitoring and reporting of this standard by June 2014.

DETERMINATION

The Commission determines that Overall Standard of Service Customer Response Time (OTS6) will remain in effect.

OTS7 - Voice Response Standard

Cable & Wireless had suggested that the Interactive Voice Response Standard OTS7 be discontinued. The company advised that the call centre information system is unable to provide the relevant information for reporting on these standards. Cable & Wireless has stated that it had experienced challenges with this standard for the past three years.

Commission's Analysis

The Commission recognises that from its inception in 2010 Cable & Wireless was unable to report on this overall standard of service OTS7 which was intended to measure one aspect of the performance of the call centre. The Commission has also noted that Cable & Wireless under the OTS6 Standard had improved its response times for calls to its customer assistance number.

DETERMINATION

In view of the existence of the customer response time overall standard of service OTS6, which also monitors the performance of the call centre, the Commission has determined that the Overall Standard for Voice Response, OTS7 will be removed from the list of Overall Standards. As a result, the number of Standards for the Overall Standards of Service will be reduced from seven (7) to six (6).

The Cable & Wireless Overall Standards of Service are summarised in Table 2.

Table 2 Cable & Wireless Overall Standards of Service

STANDARD	SERVICE CATEGORY	TARGET
OTS1	<p>Fault Repair The speed with which faults due to failure of the service provider’s equipment or systems are repaired. Faults due to inside wiring or customer owned equipment are not included.</p>	80% of faults should be repaired within a 24-hour period of receipt of the report by a customer.
OTS2	<p>Repeated Loss of Service This refers to the repeated or frequent loss of phone service of the same nature, within 30 days of the occurrence of the original fault, and due to problems on the service provider’s network. (Loss of service is defined as the absence of dial tone)</p>	No more than 5% of faults should reoccur within 30 days of repair of first failure.
OTS3	<p>Working Payphones The number of payphones which are fully functional on a daily basis.</p>	At least 95% of the public payphones should be in working order daily.
OTS4	<p>Trunk Blocking This is the percentage of originated calls on a single network which have been successfully completed during designated peak traffic periods.</p>	At least 95% of the calls should be completed during peak traffic.
OTS5	<p>Billing Accuracy This reflects the accuracy of the service provider’s billing system as given by the information presented. A billing error may be a mistake on a monthly statement including:</p> <ul style="list-style-type: none"> • Charges for a product or service that list the wrong date or amount, is not in keeping with the officially communicated rates or prices; • Charges for products and or services not requested and or delivered; • Mathematical or calculation errors; • Failure to send a bill to the customer’s current address provided the service provider received notification of a change of address, in writing, at least 30 days before the billing period ends. <p>Billing errors do not include charges due to fraud or faulty customer equipment. They also do not include the reflection of overdue amounts on subsequent bills if that amount was paid after the due date or pertain to format or frequency.</p>	Billing errors must be no more than 0.5% of the total bills issued.
OTS6	<p>Customer Service Response Time This refers to the time it takes for a representative to respond to a customer service call from the time the phone rings.</p>	At least 80% must be answered by a service representative within 60 seconds of being handed off by the IVR (Interactive Voice Response System) to the service representative queue.

Exemptions

Q 7: Do you believe that the type of general and other exemptions should be revised? Give reasons for your views. Also, what are your recommendations?

Cable & Wireless and BARP had no objection to the changes proposed for general and other exemptions.

Commission's Analysis

The Commission is of the view that *force majeure* conditions as well as the exemptions currently applied require refinement. This will ensure that the instances in which these provisions can be applied are clear to both service providers and consumers.

DETERMINATION

The *force majeure* conditions have been revised. The revised definition and detailed discussion of Exemptions are given in Section 3.

SECTION 4 EXEMPTIONS

4.0 CHANGES TO MONITORING AND ENFORCEMENT OF STANDARDS

The Commission has decided that the definition for *force majeure* is as follows:

Risks beyond the reasonable control of the company which was not incurred as a result of its negligence but which nevertheless have a materially adverse effect on the ability of the company to perform its obligations.

The Standards of Service Regime states that the *force majeure* conditions under which the exemptions from the Standards of Service may be granted are:

- (a) An act of war (whether declared or not), hostile invasion, act of foreign enemies, terrorism or civil disorder;
- (b) A strike or strikes and or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not);
- (c) Landslides, lightning, hurricanes, floods, storm, earthquake, tsunami or any other natural disaster of overwhelming proportions;
- (d) Riots;
- (e) Civil commotion;
- (f) Acts or threats of terrorism;
- (g) Insurrections;
- (h) Epidemics;
- (i) Trade restrictions;
- (j) Inability to obtain any requisite Government permits; and
- (k) Breakdown of machinery or equipment or any other force or cause of similar nature not within the control of the company and which by the exercise of diligence it is unable to avoid, prevent or mitigate.

4.1 OTHER EXEMPTIONS AND CONDITIONS

The Commission is cognisant that other circumstances may exist from time to time which might impede Cable & Wireless' ability to meet the prescribed Standards of Service. In such circumstances, where a customer is dissatisfied with Cable & Wireless' application of an exemption, that customer may seek the Commission's guidance. Thereafter, the Commission may authorise Cable & Wireless' action or require an alternative approach.

The situations which might fall into this category may include but are not limited to the following:

- (a) Where Cable & Wireless is requested by a public authority to provide emergency communication to assist in emergency action and the provision of such services restricts the connection of a customer to a specified service or the rectification of a fault or service difficulty;
- (b) Where Cable & Wireless is prevented from providing a connection to a specified service, or the rectification of a fault or service difficulty due to the service provider being unable to obtain lawful access to the land or a facility;
- (c) Where a law of Barbados prevents Cable & Wireless from complying with the service standard;
- (d) After following Cable & Wireless' credit and disconnection guidelines, the customer has not paid applicable charges and remains disconnected;
- (e) Where the customer is required to pay a charge to the service provider for the connection to the service or for the use of the service;
- (f) Where Cable & Wireless has reasonable grounds to believe that the customer would be unwilling or unable to pay the charge as it becomes due;
- (g) Where there is a negligent and willful act by the customer;
- (h) Where the breach is due to malfunction of the customer's own equipment;
- (i) Where Cable & Wireless is unable to gain access to the customer's premises at the time agreed with the customer for such access; and
- (j) Other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot foresee by using its best efforts.

SECTION 5 ADMINISTRATION

5.0 MONITORING AND ENFORCEMENT OF STANDARDS

Cable & Wireless is required to submit quarterly regulatory Standards of Service reports including information on:-

- The number of breaches under each Guaranteed Standard of Service and percentage compliance;
- The actual average times taken to respond to and /or rectify issues referred to under each Guaranteed Standard of Service;
- The level of compliance, as a percentage, of each Overall Standard of Service (OTS1 to OTS6); and
- Details of any extenuating circumstances that would have prevented the company from achieving the targets of the Overall Standards of Service.

Cable & Wireless is required to submit annual reports. These reports shall include information on:

- The number of customers eligible for compensation during the previous financial year;
- The total value of eligible compensation;
- The number of customers actually receiving compensation;
- The amount of compensation actually paid; and
- The value of prorated credits given for GTS2.

The Commission reserves the right to conduct independent investigations that seek to determine the extent to which the service provider is meeting the standards of service.

The Commission further issues an Order pursuant to Section 38(c) (ii) of the URA. This Order is attached to this Standards of Service Decision.

Cable & Wireless must provide an explanation to the Commission if it continually fails to meet the standards, particularly to the point where the provision of the service is severely

hampered. If the Commission is not satisfied with the service provider's explanation and it appears that Cable & Wireless has not made a reasonable effort to rectify the breach, Section 43 of the FTCA and Section 31 of the URA authorise the Commission to enforce the related Order issued under Section 38(c) (ii).

5.1 PUBLIC DISCLOSURE OF INFORMATION

The Commission will make public the yearly statistics related to the BL&P's performance in attaining these Guaranteed and Overall Standards.

5.2 PUBLIC EDUCATION

Cable & Wireless shall make available to its customers by post or electronically within two (2) months of the implementation of this Decision, the Table of Guaranteed Standards of Service as set out in this Decision. This table should include information on the service categories, target times, and compensatory payments where applicable.

In addition, the company is being encouraged, through public relations efforts, to educate its customers about its fault reporting process including publicising contact numbers and e-mail addresses for making complaints to the company. Cable & Wireless should place the claim forms on its website and also in its offices.

5.3 IMPLEMENTATION AND REVIEW

The Standards of Service for Cable & Wireless (Barbados) Limited as herein outlined will become effective on July 1st, 2014 until March 31st, 2017. These standards will thereafter be subject to review by the Commission, at which time amendments to the standards, target times or compensatory payments may be made.

Dated this 7th day of May 2014

Original signed by

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Neville V. Nicholls
Chairman

Original signed by

.....
Andrew S. Downes
Deputy Chairman

Original signed by

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Herma E. Griffith-Ifill
Commissioner

Original signed by

.....
Errol L. Humphrey
Commissioner

Original signed by

.....
Monique C. Taitt
Commissioner