



FAIR TRADING COMMISSION

BARBADOS

No. FTC/ORDSOSC/2017-03

ORDER

IN THE MATTER of the Fair Trading Commission Act, CAP. 326B of the Laws of Barbados

AND IN THE MATTER of the Utilities Regulation Act, CAP. 282 of the Laws of Barbados

AND IN THE MATTER of the Utilities Regulation (Procedural) Rules, 2003 (Barbados) and the Utilities Regulation (Procedural) (Amendment) Rules, 2009 (Barbados)

AND IN THE MATTER of the Consultation and Review of the Standards of Service for Cable & Wireless (Barbados) Limited pursuant to Section 3(1)(f) of the Utilities Regulation Act, CAP. 282 of the Laws of Barbados

BEFORE:

Mr. Jefferson Cumberbatch
Mr. Adrian M. Elcock
Dr. Donley Carrington
Mr. Kendrid Sargeant
Ms. Monique C. Taitt

Chairman
Deputy Chairman
Commissioner
Commissioner
Commissioner

THIS ORDER is made pursuant to **Section 38(c)(ii)** of the **Utilities Regulations Act, CAP. 282** of the Laws of Barbados

WHEREAS in recognition of the issues that have been considered and determined throughout the consultation and review of the Standards of Service for Cable & Wireless (Barbados) Limited (Cable & Wireless)

AND UPON CONSIDERATION of the submissions of Cable & Wireless on the Consultation Paper for the Standards of Service for Cable & Wireless dated March 3, 2017

IT IS HEREBY ORDERED THAT:-

1. Cable & Wireless shall comply with the prescribed Standards of Service as set out in Table 1 and Table 2 of the Schedule attached hereto and the exemptions set out in the Standards of Service Decision 2018 – 2020.
2. Cable & Wireless shall credit the prescribed sums as set out in Table 1 of the said Schedule to any customer who is affected by its failure to provide the service in accordance with and in the manner set out in the Standards of Service Decision 2018 – 2020.
3. This Order shall take effect from **January 1, 2018** and continue until **December 31, 2020** or until such time as a new Standards of Service Decision is issued.

Dated this 27th day of September, 2017

Original Signed by

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Jefferson Cumberbatch
Chairman

Original Signed by

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Adrian M. Elcock
Deputy Chairman

Original Signed by

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Donley Carrington
Commissioner

Original Signed by

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Kendrid Sargeant
Commissioner

Original Signed by

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Monique C. Taitt
Commissioner

SCHEDULE

Table 1: Guaranteed Standards of Service for Cable & Wireless (C&W)

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
GTS 1 (Amended)	<p>Installation or Transfer of Service</p> <p>This refers to the time it takes between the customer’s application for service or transfer of service and the actual installation or transfer of service, (from one location to another), where plant is available.</p> <p>Service installation refers to installation up to the demarcation point (Optical Network Terminal or Network Interface Device) which is where the service wire connects to the device on the customer’s premises.</p>	<p>Residential customers – no more than seven (7) working days¹.</p> <p>Business customers – no more than five (5) working days.</p>	<p>A credit that is equivalent to the first month’s bill.</p> <p>Automatic Compensation²</p>
GTS 2	<p>Fault Repair</p> <p>This refers to the speed with which faults due to the failure of C&W’s equipment or systems are repaired.</p> <p>Faults due to inside wiring or customer-owned equipment are not included. ‘Fault’ and ‘Loss of service’ carry the same definition.</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 charge for the period customer was without service due to a fault on C&W’s network.</p> <p>Automatic Compensation</p>
GTS 3 (Amended)	<p>Replicated Loss of Service</p> <p>This refers to the reoccurrence of a fault of the same nature, within thirty (30) days of occurrence of the original fault, on C&W’s network.</p> <p>Loss of service is defined as disrupted or degraded service including, inter alia, no dial tone.</p>	<p>Faults shall not reoccur within thirty (30) days of repair of first fault.</p>	<p>A credit of \$15.00 to residential customers and \$30.00 to business customers for reoccurrence of a fault of the same nature on C&W’s network, within thirty (30) days of the original fault.</p> <p>Automatic Compensation</p>

¹ “Working Days” refers to Mondays to Fridays from 8:00 a.m. to 4:00 p.m. only, excludes public holidays and weekends. In measuring the response time for targets expressed in terms of working days, the day the complaint is made is excluded. Any other reference to days means calendar days.

² Automatic Compensation refers to the initiation of the compensation process by C&W where a breach has occurred and is granted on confirmation of the breach by C&W. It is administered as a credit on the customer’s bill for the following month.

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
<p>GTS 4 (Amended)</p>	<p>Response to Customer Complaints This refers to the time frame in which C&W acknowledges a customer’s complaint relating to billing, malfunctioning network or quality of service.</p>	<p>Acknowledgement within five (5) working days for telephone, fax or email complaints.</p> <p>Acknowledgment within seven (7) working days after receipt of written complaints by Registered Mail.</p> <p>Immediate acknowledgement for complaints submitted in person via official complaint form.</p> <p>Acknowledgement shall include advice as to the date the matter is expected to be resolved in accordance with the requisite Standards.</p>	<p>A credit of \$15.00 to residential customers and \$30.00 to business customers when target time is breached.</p> <p>Customer Initiated Claim required³</p>
<p>GTS 5</p>	<p>Customer Appointments This refers to scheduled appointments by C&W’s representatives to correct faults on the C&W Optical Network Terminal or Network Interface Device, where access to the customer’s premises is necessary but restricted.</p>	<p>All scheduled appointments shall be honoured.</p> <p>Appointments may be scheduled: Morning, from 8:00 a.m. to 12:00 noon or afternoon, from 12:01 p.m. to 4:00 p.m.</p> <p>This does not include appointments pertaining to Customer Premises Equipment (CPE) or internal wiring.</p>	<p>A credit of \$15.00 to residential customers and \$30.00 to business customers for missing agreed appointments (subject to a 15-minute grace period, i.e. 12:15 p.m. for 12:00 noon appointments and 4:15 p.m. for 4:00 p.m. appointments).</p> <p>C&W may reschedule an appointment; how-ever, the customer must be notified at least eight (8) working hours⁴ prior to the scheduled appointment.</p> <p>Customer Initiated Claim required</p>

³ For Compensation which requires customer initiated claims, customers must fill out a claim form and submit it to C&W in order to receive any credit which is due.

⁴ “Working hours” are between 8:00 a.m. and 4:00 p.m. on a working day.

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
<p>GTS 6 (Amended)</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 and the reconnection fee, where applicable.⁵</p> <p>In the event that the overdue amount and the reconnection fee, where applicable, are paid at an authorised payment point that is not online, the customer is required to notify C&W and provide proof of payment in order to effect timely reconnection.</p>	<p>Reconnection of the service shall occur within six (6) working hours of notification of payment.</p>	<p>A credit of \$30.00 to each affected customer.</p> <p>Automatic Compensation</p>
<p>GTS 7 (Amended)</p>	<p>Wrongful Disconnection</p> <p>This refers to the loss of service due to system errors by C&W.</p> <p>This Standard is not applicable where disconnections arise out of circumstances pertaining to an overdue amount.</p>	<p>Reconnection within one (1) working hour of notification by the customer.</p>	<p>Automatic minimum credit of \$30.00 to all affected customers. Thereafter, if the service is not reconnected within one (1) working day of the customer’s report of wrongful disconnection, compensation shall continue to accrue based on a proration of the monthly line rental fee.</p> <p>Automatic Compensation</p>
<p>GTS 8 (New)</p>	<p>Billing Accuracy</p> <p>This refers to the incidence of errors on a customer’s billing statement.</p>	<p>Billing errors are to be corrected within thirty (30) days of notification by the customer.</p>	<p>For each bill containing errors, a credit of \$15.00 to each affected residential customer and \$30.00 to each business customer, if C&W fails to correct the error within the target time.</p> <p>Customer Initiated Claim required</p>

⁵ This Standard is applicable to both ‘soft disconnection’, where no reconnection fee is required, and ‘full disconnection’.

Table 2: Overall Standards of Service for Cable & Wireless (C&W)

STANDARD	SERVICE CATEGORY	TARGET
OTS 1	<p>Fault Repair</p> <p>The speed with which faults due to failure of C&W's equipment or systems are repaired. Faults due to inside wiring or customer-owned equipment are not included.</p>	80% of faults shall be repaired within twenty-four (24) hours of receipt of the report from the customer.
OTS 2	<p>Repeated Loss of Service</p> <p>This Standard refers to the repeated or frequent loss of phone service within thirty (30) days of the occurrence of the original fault due to problems on C&W's network.</p> <p>Loss of service is defined as disrupted or degraded service including, inter alia, no dial tone.</p>	No more than 5% of faults shall reoccur within thirty (30) days of repair of the original fault.
OTS 3 (Amended)	<p>Working Payphones</p> <p>The number of payphones which are fully functional on a daily basis.</p>	At least 75% of public payphones shall be in working order daily.
OTS 4 (New)	<p>Fault Incidence</p> <p>This measures the monthly percentage of faults on C&W's network.</p>	No more than three (3) faults per one hundred (100) subscribers per month.
OTS 5	<p>Billing Accuracy</p> <p>This governs the accuracy of C&W's bills.</p> <p>Billing errors do not include charges due to fraud or faulty customer-owned 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 are permitted in no more than 0.5% of the total bills issued each month.
OTS 6	<p>Customer Service Response Time</p> <p>This refers to the time it takes for a C&W customer service representative to respond to a customer service call from the time the telephone rings.</p>	At least 80% of customer service calls shall be answered by a customer service representative within sixty (60) seconds of being handed off by the Interactive Voice Response System (IVR) to the next available customer service representative.