



# **FAIR TRADING COMMISSION**

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## **DECISION**

### **Cable & Wireless (Barbados) Limited Standards of Service 2018-2020**

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**ANTECEDENT DOCUMENTS**

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FTC/URD/CONSOSCW-2017-01	Consultation Paper - Review of Cable & Wireless (Barbados) Limited Standards of Service	March 3, 2017
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FTC/CONSOSC 2013/01	Consultation Paper – Review of C&W Standards of Service	October 25, 2013
FTC/URD/2010-02	Decision on C&W Standards of Service 2010-2013	February 22, 2010
FTC/CONS2008/01	Consultation Paper – Review of C&W Standards of Service	October 29, 2008
FTC/UR/2006-1	Decision on C&W Standards of Service	February 28, 2006 (Revised May 15, 2006)

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## SECTION 1 EXECUTIVE SUMMARY

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On March 3, 2017, the Fair Trading Commission (the Commission) commenced the review of the Standards of Service for Cable & Wireless (Barbados) Limited (C&W) for the period 2014 - 2017 for its domestic fixed line telephone services. Standards of Service are an important mechanism for ensuring that C&W provides a safe, efficient and reliable service to its customers. Intermittent review and appropriate amendment of the Standards of Service can facilitate improved performance.

The Commission initiated this review by issuing a Consultation Paper<sup>1</sup>. This written consultation is a means of ensuring that there is transparency in its review of the July 2014 Decision on the Standards of Service for C&W. Service providers, representatives of consumer interest groups and any other parties that have an interest in the matter, were invited to submit written responses to the Consultation Paper.

Having reviewed and analysed the only submission, which was received from C&W, the Commission has determined that the Standards of Service shall be revised as follows:

### **Guaranteed Standards of Service**

- The Guaranteed Standards Approval for Application of Service (GTS 1A) and Installation of Service after approval (GTS 1B) shall be amalgamated into Installation or Transfer of Service (GTS 1) and shall be amended to specify transfers of service in addition to new installations;
- The definition of 'loss of service' shall now be: "disrupted or degraded service including, inter alia, no dial tone";
- The Guaranteed Standard for Billing Accuracy (GTS 8 (New)) relating to the granting of compensation to individual customers for billing errors, shall be instituted;
- The target time for Reconnection after Disconnection for Non-Payment (GTS 6) shall be reduced from eight (8) working hours to six (6) working hours. Additionally, compensation under this Standard will be \$30.00 for both residential and business categories;

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<sup>1</sup> Consultation Paper - Review of Cable & Wireless (Barbados) Limited Standards of Service 2014 - 2017, March 3, 2017

- The level of compensation for the Guaranteed Standard for Wrongful Disconnection (GTS 7) shall be amended to \$30 for each affected customer;

### **Overall Standards of Service**

- The Overall Standard for Trunk Blocking (OTS 4) shall be discontinued;
- The Overall Standard for Working Payphones (OTS 3) shall be retained. The target shall now be: At least 75% of public payphones shall be in working order daily;
- A new Overall Standard for Fault Incidence (OTS 4), will measure the incidence of faults on C&W's network. The new Standard's target will be no more than three (3) faults per one hundred (100) subscribers per month or alternatively, a fault incidence of no more than 3%; and
- C&W shall now be required to submit the value of compensation due for breaches of each Guaranteed Standard of Service.

### **General Administration**

- C&W will be required to institute a standard complaints procedure, inclusive of an official complaint form, to be reviewed by the Commission;
- C&W must implement the following measures:
  - a) Publish the Standards of Service Tables prominently on its website;
  - b) Make available to its customers, by post or electronically within two (2) months of the implementation of this Decision, the Table of the Guaranteed Standards of Service as set out in this Decision;
  - c) Include the weblink to the Table of Guaranteed Standards on customers' utility bills;
  - d) On a quarterly basis, publicise in at least two (2) forms of local media, the Guaranteed Standards of Service, as well as its fault reporting process; and
  - e) Inform customers who make complaints of the means by which compensation may be sought.

The Standards of Service for C&W shall come into effect on January 1, 2018 and continue until December 31, 2020 or until such time as a new Standards of Service Decision is issued. These Standards of Service are subject to review by the Commission, at which time amendments to the Standards, target times or compensation may be made.

## SECTION 2 INTRODUCTION

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### 2.0 Background

This Decision sets out the Commission's determination of the Standards of Service for the domestic fixed line telephone services of C&W.

The Utilities Regulation Act, CAP. 282 of the Laws of Barbados (URA) provides for the determination of standards of service by the Commission. In discharging this responsibility, the Commission issued a Consultation Paper on March 3, 2017 as mandated by the Fair Trading Commission Act, CAP. 326B of the Laws of Barbados (FTCA). Service providers, representatives of consumer interest groups and other interested parties were invited to comment on the Consultation Paper.

The purpose of a standards 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 to protect the interests of consumers. It is especially warranted in cases where the service provider is subject to price cap regulation, which involves the imposition of a price cap index (PCI). This is a constraint that specifies the maximum level of aggregate price change for a basket of regulated services. In order to minimise costs and therefore maximise profits, a company subject to a PCI may seek to offer a lower quality of service or product. A standards of service programme is meant to preclude this type of action.

There are two (2) Standards of Service categories: (1) Guaranteed Standards of Service, which require that C&W pay compensation by way of credit to each individual customer who is affected by its failure to meet the defined targets for the relevant Standards; and (2) Overall Standards of Service, which are designed to monitor the overall performance of C&W. There is no compensation to customers for C&W's failure to meet Overall Standards.

This Decision also includes 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 C&W.

## 2.1 Legislative Framework

### Authority to Establish Standards of Service

According to the FTCA, “Standards of Service” is defined at Section 2 as ‘*the quality and extent of service supplied by service providers*’.

Section 4(3) of the FTCA and Sections 3(1) and 4 of the URA set out the Commission’s authority to determine the Standards of Service for a regulated entity and the considerations that must be given when determining the same. Rule 63(2) of the Utilities Regulation Procedural Rules 2003, S.I. 2003 No.104 (Barbados) (URPR), details the issues that may be included in the development of these Standards of Service. Together, these pieces of legislation provide the over-arching framework necessary for the development and establishment of the Standards of Service for a regulated sector.

Section 4(3) of the FTCA states inter alia:

*“The Commission shall, in the performance of its functions and in pursuance of the objectives set out in subsections (1) and (2),...*

*(d) determine the standards of service applicable to service providers;*

*(e) monitor the standards of service supplied by service providers to ensure compliance;”*

Section 3(1) of the URA states inter alia:

*“The functions of the Commission under this Act are, in relation to service providers, to...*

*(d) determine the standards of service applicable;*

*(e) monitor the standards of service supplied to ensure compliance; and*

*(f) carry out periodic reviews of the ... standards of service.”*

Additionally, Section 4 of the URA states inter alia:

*“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 services supplied by the service provider;....*

*(d) such other matters as the Commission may consider appropriate.”*

Rule 63(2) of the URPR states:

*“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 are specific to each sector.”*

Under Statutory Instrument (S.I.) 2006 No.5 the Telecommunications (Regulated Services) Order, 2006 (Barbados), Schedules 1 to 5 described the telecommunications services that are subject to regulation by the Commission. These are summarised as follows:

1. International Telecommunications Services;
2. Domestic Voice Telecommunications Services;
3. Services in respect of Interconnection Charges;
4. Leased Circuits; and
5. International Simple Resale.

### **Requirement to Consult**

The Commission is required to consult with interested parties in accordance with Section 4(4) of the FTCA, which states:

*“The Commission shall, in performing its functions under subsection (3) (a), (b), (d) and (f) consult with the service providers, representatives of consumer interest groups and other parties that have an interest in the matter before it.”*

### **Fines and Penalties**

These Standards of Service are binding on C&W. Sections 21, 31(1) and 38 of the URA, together with Section 43(1) of the FTCA, state as follows:

Section 21 of the URA:

*“Where a service provider fails to meet prescribed standards of service, the service provider shall make to any person who is affected by the failure such compensation as may be determined by the Commission.”*

Section 31(1) of the URA:

*“Every service provider which fails or refuses to obey an order of the Commission made under this Act is guilty of an offence and is liable on summary conviction to a fine of \$100,000 and, in the case of a continuing offence, to a further fine of \$10,000 for each day or part thereof during which the offence continues.”*



Section 38 of the URA:

*“The Commission may make*

*(a) rules;*

*(b) regulations; and*

*(c) 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.”*

Section 43(1) of the FTCA:

*“Every service provider or business enterprise that fails or refuses to obey an order of the Commission made under this Act is liable on summary conviction to a fine of \$100,000 and, in the case of a continuing offence, to a further fine of \$10,000 for each day or part thereof during which the offence continues.”*

## **2.2 Consultation Process**

Stakeholders were invited to comment on C&W’s Standards of Service Consultation Paper during the consultation period March 3, 2017 to April 7, 2017. C&W was the only party to submit comments on the consultation.

The Commission wishes to thank C&W for its participation in the consultative process.

These amended Standards of Service will be applicable from **January 1, 2018 to December 31, 2020** or until such time as a new Standards of Service Decision is issued.

## SECTION 3 TELECOMMUNICATIONS SECTOR

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This section provides a brief overview of the recent developments within the domestic telecommunications sector.

The telecommunications environment in Barbados is following the overall global trend of convergence. Barbados' two (2) well-established telecommunications operators, C&W and Digicel (Barbados) Limited (Digicel), both offer fixed line fibre based services, i.e. landline telephony, broadband and television. On August 22, 2013, Digicel was granted a full domestic service license, enabling it to offer domestic fixed line services to the local market in addition to its existing mobile services. Additionally, both companies have launched Fourth Generation (4G) Long Term Evolution (LTE) mobile networks.

In 2015, the Commission approved a merger between C&W, then trading as LIME, and Columbus Communications Inc. (CCI), then trading as FLOW, which essentially amalgamated their business operations in Barbados and recreated a virtual monopoly in the market for fixed line services. The third licensed mobile services provider in the market is Ozone Communications Inc. (Ozone). Ozone was granted a Cellular Mobile license in July 2014 and has set up its network and commercial agreements, launching a 4G LTE service in Barbados. It currently does not have a license to provide domestic fixed line services.

Given the aforementioned developments, it is clear that the evolution of the telecommunications sector in Barbados is moving at a steady pace. In the 2016 edition of its "Measuring the Information Society Report", the International Telecommunications Union (ITU) released the latest figures for information and communications technology (ICT) development, which showed that Barbados ranked 4<sup>th</sup> in the Americas and 35<sup>th</sup> globally out of 175 countries based on the ICT Development Index (IDI). The IDI measures the general level of ICT development in countries, using indicators for ICT access, skills base and usage. It also highlights each territory's progress based on comparisons with the previous year's report. In 2015, Barbados ranked 3<sup>rd</sup> in the Americas and 29<sup>th</sup> globally out of 157 countries as compared to its ranking in 2016.

## **SECTION 4 THE DETERMINATION**

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### **4.0 General**

The Commission received only one response to its Consultation Paper, which was from C&W. The Commission also analysed data from C&W's Standards of Service reports over the period 2013 to 2016 and considered complaints and queries made by its customers. As a result of the foregoing, the Commission has made the following determinations:

- The Guaranteed and Overall Standards of Service, shall remain in place for the foreseeable future.
- Amendment of the Guaranteed and Overall Standards of Service is appropriate.
- C&W is required to institute a formal complaints procedure, inclusive of an official complaint form, to be reviewed by the Commission.
- C&W must implement the following measures:
  - a) Publish the Standards of Service Tables prominently on its website;
  - b) Make available to its customers, by post or electronically within two (2) months of the implementation of this Decision, the Table of the Guaranteed Standards of Service as set out in this Decision;
  - c) Include the weblink to the Table of Guaranteed Standards on customers' utility bills;
  - d) On a quarterly basis, publicise in at least two (2) forms of local media, the Guaranteed Standards of Service, as well as its fault reporting process; and
  - e) Inform customers who make complaints of the means by which compensation may be sought.
- C&W shall now be required to submit the value of compensation due for breaches of each Guaranteed Standard of Service.

### **4.1 Guaranteed Standards of Service for C&W**

The Guaranteed Standards of Service are first presented in summarised form in Table 1, followed by a more detailed explanation of definitions and applicable exemptions.

The term 'compensation' herein refers to a credit to the customer's account.

**Table 1: Guaranteed Standards of Service for C&W**

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
<p><b>GTS 1 (Amended)</b></p>	<p><b>Installation or Transfer of Service</b>                      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 days<sup>2</sup>.</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><b>Automatic Compensation<sup>3</sup></b></p>
<p><b>GTS 2</b></p>	<p><b>Fault Repair</b>                      This refers to the speed with which faults due to the failure of C&amp;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&amp;W’s network.</p> <p><b>Automatic Compensation</b></p>
<p><b>GTS 3 (Amended)</b></p>	<p><b>Repeated Loss of Service</b>                      This refers to the reoccurrence of a fault of the same nature, within thirty (30) days of occurrence of the original fault, on C&amp;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&amp;W’s network, within thirty (30) days of the original fault.</p> <p><b>Automatic Compensation</b></p>

<sup>2</sup> ‘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.

<sup>3</sup> ‘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><b>GTS 4 (Amended)</b></p>	<p><b>Response to Customer Complaints</b></p> <p>This refers to the time frame in which C&amp;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 the 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 Standard.</p>	<p>A credit of \$15.00 to residential customers and \$30.00 to business customers when target time is breached.</p> <p><b>Customer Initiated Claim Required<sup>4</sup></b></p>
<p><b>GTS 5</b></p>	<p><b>Customer Appointments</b></p> <p>This refers to scheduled appointments by C&amp;W’s representatives to correct faults on the C&amp;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&amp;W may reschedule an appointment; however, the customer must be notified at least eight (8) working hours<sup>5</sup> prior to the scheduled appointment.</p> <p><b>Customer Initiated Claim Required</b></p>

<sup>4</sup> 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.

<sup>5</sup> ‘Working hours’ are between 8:00 a.m. and 4:00 p.m. on a working day.

STANDARD	SERVICE CATERGORY	TARGET	COMPENSATION
<p><b>GTS 6 (Amended)</b></p>	<p><b>Reconnection after Disconnection for Non-Payment</b></p> <p>This refers to the timely reconnection of a customer's service after payment of overdue amounts and the reconnection fee, where applicable.<sup>6</sup></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&amp;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><b>Automatic Compensation</b></p>
<p><b>GTS 7 (Amended)</b></p>	<p><b>Wrongful Disconnection</b></p> <p>This refers to the loss of service due to system errors by C&amp;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><b>Automatic Compensation</b></p>
<p><b>GTS 8 (New)</b></p>	<p><b>Billing Accuracy</b></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&amp;W fails to correct the error within the target time.</p> <p><b>Customer Initiated Claim required</b></p>

<sup>6</sup> This Standard is applicable to both 'soft disconnection', where no reconnection fee is required, and 'full disconnection'.

## **Guaranteed Standards of Service Definitions and Specific Exemptions**

### **GTS 1 - Installation or Transfer of Service (Amended)**

#### Definition

This refers to the time taken between the customer's application for new service or request for a transfer of service and the actual installation or transfer of the service. 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. For residential customers, the target time is no more than seven (7) working days and for business customers, no more than five (5) working days.

Where C&W fails to meet the target under this Standard, the affected residential and business customers shall be entitled to a credit that is equivalent to the first month's bill.

#### Specific Exemption:

- Where plant (i.e. cabling and other necessary infrastructure used in the installation/transfer process) is unavailable.

### **GTS 2 - Fault Repair**

#### Definition

This refers to the minimum allowable time for the repair of faults or restoration of service after failure of C&W's equipment or network. Loss of service is defined as disrupted or degraded service including, inter alia, no dial tone. For residential and business customers, the target time is no more than two (2) days.

Where C&W fails to meet the target under this Standard, the affected residential and business customers shall be entitled to an automatic prorated credit of their monthly telephone bill for the period of service disruption. 'Fault' bears the same meaning as 'loss of service'.

#### Specific Exemption:

- Where the fault is due to inside wiring or customer-owned equipment.

### **GTS 3 - Repeated Loss of Service (Amended)**

#### Definition

A fault of the same nature shall not occur within thirty (30) days of the repair of the original occurrence. Loss of service is defined as disrupted or degraded service including, inter alia, no dial tone. 'Fault' bears the same meaning as 'loss of service'.

Where C&W fails to meet the target under this Standard, residential customers are entitled to a credit of \$15.00 and business customers are entitled to a credit of \$30.00.

#### Specific Exemption:

- Where the fault is due to inside wiring or customer-owned equipment.

### **GTS 4 - Response to Customer Complaints (Amended)**

#### Definition

This Standard stipulates the maximum allowable time in which C&W shall acknowledge a customer's complaint relating to billing, malfunctioning network or quality of service. An acknowledgement occurs when C&W communicates to the customer orally, in writing or electronically that it has received their complaint. C&W shall subsequently investigate said complaint and communicate its findings to the customer orally, in writing or electronically. The findings of the investigation shall include what provisions are being made to rectify the problem and a time frame for rectification. A tracking number shall be issued to each complainant for ease of reference. For both residential and business customers, acknowledgement of telephone, fax or email complaints shall occur within five (5) working days of receipt of complaint. Acknowledgement of complaints forwarded by registered mail shall be given within seven (7) working days of receipt of the complaint. C&W is also required to formulate a well-defined complaints procedure, inclusive of an official complaint form, which must be submitted for approval by the Commission. Complaints delivered to C&W's head office on its approved official complaint form must be acknowledged immediately.

Where C&W fails to meet the target under this Standard, residential customers are entitled to a credit of \$15.00 and business customers are entitled to a credit of \$30.00.

#### Specific Exemption:

- Where complaint letters are not sent via registered mail.



## **GTS 5 - Customer Appointments**

### Definition

Where C&W's representatives schedule appointments to visit a customer to correct faults on its network, all scheduled appointments shall be honoured. Appointments may be scheduled in the morning between 8:00 a.m. to 12:00 noon or in the afternoon between 12:01 p.m. to 4:00 p.m., with a fifteen (15) minute grace period allowed in each time period. Appointments may be rescheduled only if the customer is notified at least eight (8) working hours prior to the scheduled appointment.

Where C&W fails to meet the target under this Standard, residential customers are entitled to a credit of \$15.00 and business customers are entitled to a credit of \$30.00.

### Specific Exemption:

- Where C&W is unable to gain access to the customer's premises at the time agreed with the customer for such access.

## **GTS 6 - Reconnection after Disconnection for Non-Payment (Amended)**

### Definition

This Standard stipulates the allowed timeframe for reconnection of a customer's service after settlement of overdue amounts and reconnection fees, where applicable. For both residential and business customers, reconnection of service shall occur within six (6) working hours of notification of payment. This Standard is applicable to both 'soft disconnection' and 'full disconnection'.

Where C&W fails to meet the target under this Standard, each affected customer is entitled to a credit of \$30.00.

### Specific Exemptions:

- Where the overdue amount is paid via an online portal; and
- Where the customer fails to notify C&W and provide proof of payment.

## **GTS 7 - Wrongful Disconnection (Amended)**

### Definition

This Standard pertains to instances where a customer experiences loss of service due to errors by C&W. For both residential and business customers, reconnection of service shall occur within one (1) working hour of notification by the customer.

Where C&W fails to meet the target under this Standard, all affected customers are entitled to an automatic minimum credit of \$30.00. Additionally, should C&W fail to restore service within one (1) working day of customer notification, compensation will continue to accrue based on a proration of the monthly fee.

## **GTS 8 - Billing Accuracy (New)**

### Definition

This Standard provides recourse to customers who receive bills, which contain errors including, but not limited to:

- Charges for a product or service that lists the wrong date, amount, or is not in keeping with the officially communicated rates or prices;
- Charges for products and or services not requested and/or delivered;
- Arithmetical or calculation errors;
- Failure to send a bill to the customer's current address, provided that C&W receives notification of a change of address, in writing, at least thirty (30) days before the billing period ends; and
- Incorrect addresses printed on bills.

Billing errors shall be corrected within thirty (30) days of notification by the customer, provided that an error is confirmed by C&W or the Commission where warranted.

Where C&W fails to meet the target under this Standard, residential customers are entitled to a credit of \$15.00, while business customers are entitled to a credit of \$30.00. Additionally, a customer's service is not to be disconnected while a billing dispute is ongoing.

Specific Exemptions:

- Charges due to fraud or faulty customer-owned equipment;
- Overdue amounts reflected on subsequent bills in the event that the previous bill was paid after its due date; and
- Issues pertaining to format or frequency of bill delivery.

#### 4.2 Overall Standards of Service for C&W

The Overall Standards of Service are first presented in summarised form in Table 2, followed by a more detailed explanation of definitions and applicable exemptions.

**Table 2: Overall Standards of Service for C&W**

STANDARD	SERVICE CATEGORY	TARGET
OTS 1	<p><b>Fault Repair</b></p> <p>The speed with which faults due to failure of C&amp;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><b>Repeated Loss of Service</b></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 and due to problems on C&amp;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><b>Working Payphones</b></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><b>Fault Incidence</b></p> <p>This measures the monthly percentage of faults on C&amp;W's network.</p>	No more than three (3) faults per one hundred (100) subscribers per month.
OTS 5	<p><b>Billing Accuracy</b></p> <p>This governs the accuracy of C&amp;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.

STANDARD	SERVICE CATEGORY	TARGET
OTS 6	<p><b>Customer Service Response Time</b></p> <p>This refers to the time it takes for a C&amp;W customer service representative to respond to a customer service call from the time the telephone rings.</p>	<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.</p>

## Overall Standards of Service Definitions and Specific Exemptions

### OTS 1 - Fault Repair

#### Definition

This Standard pertains to the speed with which faults are repaired. When faults occur on C&W's network, no less than 80% of these shall be repaired within twenty-four (24) hours of receipt of a report of a fault by the customer. 'Fault' bears the same meaning as 'loss of service'.

#### Specific Exemption:

- Where the fault is due to inside wiring or customer-owned equipment.

### OTS 2 - Repeated Loss of Service

#### Definition

This Standard refers to instances where loss of service is experienced on a repeated basis, due to problems on C&W's network, within thirty (30) days of the original fault. Loss of service is defined as disrupted or degraded service including, inter alia, no dial tone. A maximum of 5% of faults shall occur within thirty (30) days of the original fault.

#### Specific Exemption:

- Where the fault is due to inside wiring or customer-owned equipment.

### OTS 3 - Working Payphones (Amended)

#### Definition

This Standard monitors the number of payphones that are functional on a daily basis. At least 75% of public payphones shall be in working order daily.

## **OTS 4 - Fault Incidence (New)**

### Definition

This Standard monitors the number of faults per segment of subscribers per month. It is being introduced to enable an assessment of C&W's fault incidence at the national level and to ensure a minimum level of service quality. There shall be no more than three (3) faults per one hundred (100) subscribers per month. 'Fault' bears the same meaning as 'loss of service'.

### Specific Exemption:

- Where the fault is due to inside wiring or customer-owned equipment.

## **OTS 5 - Billing Accuracy**

### Definition

This Standard governs the accuracy of C&W's bills. No more than 0.5% of the total bills issued shall contain errors.

A billing error may be any mistake on a monthly statement, including but not limited to:

- Charges for a product and/or service that lists the wrong date, amount, or is not in keeping with the officially communicated rates or prices;
- Charges for products and/or services not requested and/or delivered;
- Arithmetical or calculation errors;
- Failure to send a bill to the customer's current address, whether physical or electronic, provided that C&W receives notification of a change of address, in writing, at least thirty (30) days before the billing period ends; and
- Incorrect addresses printed on bills.

### Specific Exemptions:

- Charges due to fraud or faulty customer-owned equipment;
- Overdue amounts reflected on subsequent bills in the event that the previous bill was paid after its due date; and
- Issues pertaining to format or frequency of bill delivery.

## **OTS 6 - Customer Service Response Time**

### Definition

This Standard holds C&W accountable for the time it takes a customer service representative to respond to a call from the time the telephone rings. At least 80% of calls shall be answered by a customer service representative within sixty (60) seconds of being handed off by the IVR to the next available customer service representative.

## SECTION 5      GENERAL EXEMPTIONS

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### 5.0      Force Majeure

Apart from the specific exemptions listed in the previous section, the Standards of Service do not apply where conditions outside the control of C&W make it impossible to meet the targets. The term used to define these events is *force majeure*. Black's Law Dictionary (2009)<sup>7</sup> defines *force majeure* as:

*"An event or effect that can be neither anticipated nor controlled; esp., an unexpected event that prevents someone from doing or completing something that he or she had agreed or officially planned to do. The term includes both acts of nature (e.g. floods and hurricanes) and acts of people (e.g. riot, strikes and wars)."*

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

- (a) A threat or act of war (whether declared or not), hostile invasion, terrorism or civil disorder;
- (b) A strike and/or other industrial action or blockade or embargo or any other form of civil disturbance;
- (c) Landslides, lightning, hurricanes, floods, storm, earthquake, tsunami or any other natural disaster;
- (d) Epidemics;
- (e) Trade restrictions;
- (f) Inability to obtain any requisite Government permits; and
- (g) Breakdown of machinery or equipment through causes not within the control of C&W and which by the exercise of diligence it is unable to avoid, prevent or mitigate.

### 5.1      Other Exemptions and Conditions

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

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<sup>7</sup> Bryan Garner, Black's Law Dictionary (United States: Thomson Reuters, 2009), 718.

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

- (a) Where C&W is unable to gain access to the customer's premises at the time agreed with the customer for such access;
- (b) Where inadequate directions have been provided by the customer;
- (c) Where C&W 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 issue;
- (d) Where the customer or the customer's agent fails to fulfil his/her obligations;
- (e) Where there are legal constraints that may prevent C&W from meeting the Standard;
- (f) Where the breach is due to a malfunction of the customer-owned equipment;
- (g) Where, after following C&W's credit and disconnection guidelines, the customer has not paid applicable fees and charges and remains disconnected;
- (h) Where the Commission is satisfied that the customer's request or complaint is trivial, frivolous or vexatious;
- (i) Where C&W has reasonable grounds to believe that the customer will be unwilling or unable to pay the charge as it becomes due; and
- (j) Where there is a negligent and wilful act by the customer.



## SECTION 6 REASONS FOR DECISION

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### 6.0 General

The Commission reviewed and analysed the response submitted by C&W; considered customer complaints and queries received; and also examined quality of service measures utilised by telecommunications regulators in regional and extra-regional jurisdictions. In concert with the general tenets of utility regulation, the Commission contends that targets should be refined, where appropriate, to incentivise continuous improvement in C&W's service delivery, particularly where it is evident that the current targets no longer present a challenge.

While C&W agrees with the Commission's assessment of the development of the telecommunications sector in Barbados, it is C&W's view that the sector is sufficiently competitive and therefore its competitors should also be subject to standards of service. C&W believes that the customer base on a whole would be better served if all service providers were held accountable to a minimum acceptable standard. It considers that it is no longer a monopoly and that being singled out as the only provider to be subject to these Standards is no longer fair or reasonable. C&W states that the telecommunications industry in 2017 is characterised by a greater level of customer choice due directly to the proliferation of mobile phones, Digicel's fixed line network and the popularity of Over The Top (OTT) services, such as WhatsApp, Skype and other Voice over Internet Protocol (VoIP) applications. As such, C&W asserts that its fixed line voice service has felt tremendous pressure from the aforementioned services. C&W's Annual Report for 2016 indicates that actual fixed voice revenue in 2016 was down 9.5%<sup>8</sup>.

### 6.1 Detailed Analysis

The following is a summary of the responses to the issues raised in the Consultation Paper and the Commission's corresponding analyses.

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<sup>8</sup> Taken from C&W's 2016 Annual Report, page 4. While C&W experienced this decline in fixed voice, mobile revenue increased by 3% from 2015 to 2016. Despite falling revenues in other major areas such as broadband and television, C&W recorded an increase in overall profitability between 2015 and 2016 by 9.1%. This was greatly facilitated by an 11.2% reduction in operating costs from 2015 to 2016.

**Q 1: Should the Commission continue to set Guaranteed Standards of Service for Cable & Wireless' domestic fixed line service?**

C&W, in its response to many of the issues raised in the Commission's Consultation Paper, is generally of the view that the Commission is overly concerned with regulating the wrong service/technology. Basing its argument on the highly converged nature of the global telecommunications market, it characterises fixed line voice services as a dying technology and suggests that any regulation in this present era should be more in line with the prevailing trends in the sector.

**The Commission's Analysis**

Due to the asymmetry of power between the customer and the service provider, the Commission remains committed to ensuring an efficient regulated service, safeguarding the interests of customers and protecting them where necessary. While the Commission does not disagree with C&W's assessment of the evolution of the sector in general, the existing legislation<sup>9</sup> in Barbados mandates that standards be applied to regulated service providers only. C&W is the sole such entity in the telecommunications sector at this time.

Until such time as the law of Barbados dictates otherwise, other service providers will not be subject to standards of service regulation. As it relates to C&W's claim that mobile and VoIP services provide significant competition, the Commission considers that while the trend towards the use of these services is growing rapidly, no current evidence, e.g. a market study, has been provided to substantiate a claim that these other services have captured a significant portion of the market. Therefore, it is the Commission's view that the Guaranteed Standards of Service established shall remain in place for the foreseeable future or at least until other service providers become more competitive in the domestic fixed line segment of the market.

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<sup>9</sup> This refers to the Acts referenced in the Legislative Framework on page 6 of this Decision. Also applicable in this instance is the Telecommunications (Declaration of Dominance) Regulations, 2005 (Barbados), which defines C&W as the dominant carrier in Barbados, and the Utilities Regulation Order, 2014 (Barbados), which stipulates the utility services and service providers that are to be regulated under the URA.

**Q 2: Should GTS 1B, Installation of Service after Approval, be amended to specify new installations as well as transfers of service? Additionally, should GTS 1A and GTS 1B be amalgamated into GTS 1?**

C&W questions the usefulness of these Standards at present, as well as the proposed change. It states that measuring and penalising for breaches of provisioning and delivery of service, along with the inclusion of transfers of service, seems “disproportionate” and “irrelevant”. C&W proposes an alternative, which would be to have an overall standard that requires the measurement and reporting of average installation times, along with instances where delivery of service within a specified timeframe was not possible due to a technical shortcoming. As it relates to the Commission’s proposed change, C&W contends that it lacks a statement and definition of the elements under consideration, as well as the proposed target time.

C&W suggests that there is no need to maintain this Guaranteed Standard, which provides for a financial penalty if breached, since customers now have greater choice of voice communications technology.

### **The Commission’s Analysis**

The Commission recognises that there were cases where consumers had problems with delays in transfers of service as opposed to the installation of new services. Incidentally, it was observed that transfers of service were not specifically referred to in the Standards of Service. Adjusting the wording of this Standard to include transfers of service would remove any doubt as to whether or not customers could receive compensation for delays in transfers of their service from one location to another. The intention is to provide a measure of protection to customers who encounter this issue.

Therefore, the Commission determines that the installation of a new service, or transfer of an existing service shall be completed in no more than seven (7) working days for residential customers and in no more than five (5) working days for business customers. The definition of service installation shall remain the same as originally approved and shall also apply to transfers. The penalty for a breach of these conditions shall be a credit equivalent to the customer’s first month bill which shall be automatic.

**Q 3: Should GTS 3, Repeated Loss of Service, be amended to broaden the definition of loss of service from “no dial tone” to “disrupted or degraded service including, inter alia, no dial tone”?**

Aside from reiterating that the imposed regime of regulation is asymmetric, C&W is not opposed to the adjustment to this Standard. Additionally, it agrees that it is unacceptable for customers to be faced with a repeat instance of a fault due to a technical failure on its network.

### **The Commission’s Analysis**

In its Consultation Paper, the Commission proposed broadening the definition of ‘loss of service’ under GTS 3 - Repeated Loss of Service. Hitherto, loss of service was defined simply as no dial tone. The nature of fault-related complaints observed for the 2016 - 2017 financial year indicates that faults and service outages on C&W’s network have been more varied than simply the absence of dial tone. In many cases, faults may take the form of inability to receive calls, frequent call failure or dropping and generally degraded or disrupted service. As a result, it has been determined that the definition shall be broadened to capture these variations, thereby allowing customers with varied types of substandard service to be eligible for compensation. Thus, the definition of ‘loss of service’ is revised to: ‘disrupted or degraded service including, inter alia, no dial tone’. The title of this Standard shall now be ‘Repeated Loss of Service’ as this reinforces the stipulation that the fault must be of the same nature as the original fault.

**Q 4: Should a new standard, GTS 8, related to the granting of compensation to individual customers for billing errors, be instituted and if so, is the proposed level of compensation for this Standard, i.e. \$25 to each affected residential customer and \$40 to each business customer, fair and adequate?**

C&W is adamantly opposed to the introduction of this new Standard and contends that the proposed level of compensation is unnecessarily punitive, unreasonable and without basis. C&W attributes the recent surge in billing errors to the challenges encountered as a result of the recent merger and the resultant migration of customers from one billing system to another. C&W states that the process was unexpectedly problematic and claims that it is an atypical situation, which it is working hard to correct. C&W proposes an alternative, which would see the Commission impose a general rule on all service providers which would require them to

address billing errors in the next billing cycle, provided that a customer has made a complaint and an error has been confirmed by C&W or the Commission where warranted.

### **The Commission's Analysis**

The Commission acknowledges that the increased level of billing errors observed of late was largely due to problems arising out of the merger and that generally, billing disputes between customers and service providers should be resolved in the normal course of business. However, the Commission considers it prudent to provide an added safeguard for the customer, as complaints related to billing errors tend to be relatively frequent and the nature of the observed errors has fallen within the definition as provided in OTS 5 – Billing Accuracy. Furthermore, C&W's quarterly Standards of Service reports on said Standard have been indicating 100% compliance, despite C&W's own admission that for the same periods, the fallout of the merger had led to quite a number of billing errors. This is clearly an inconsistency which the Commission has already addressed.

The initially proposed credits of \$25.00 to each affected residential customer and \$40.00 to each business customer were meant as a deterrent to poor performance. However, the Commission recognises that this level is not consistent with the compensation due under the other Guaranteed Standards. Consequently, the Commission determines that billing errors shall be corrected within thirty (30) days of notification by the customer, provided that an error is confirmed by C&W or the Commission where warranted. Compensation under this Standard for breaches by C&W shall be a credit of \$15.00 to each affected residential customer and a credit of \$30.00 to each business customer.

**Q 5: Should compensation under GTS 4, Response to Customer Complaints, be increased from \$15 for residential customers and \$30 for business customers to \$25 and \$40, respectively? Additionally, should the type of compensation be changed from manual claims to automatic compensation?**

C&W is vehemently opposed to the proposed increase in the level of compensation under this Standard and claims that there is no evidence of a positive correlation between an increased penalty and its performance under a particular Standard. C&W also states that the proposed \$10.00 increase is without basis, punitive and contrary to good regulatory practice. C&W

purports that the proposal to introduce automatic compensation to this Standard would be burdensome and difficult to administer. C&W's response includes an alternative proposal, which suggests that service providers should be required to submit their internal complaints procedures to the Commission for approval. The Commission could then determine and advise as to which complaint format(s) would apply under the Standard. The most suitable format would be one which is recordable and auditable, such as registered mail, email, fax or an official complaint form. C&W claims that it is unfair to demand compensation for a Standard which is based on acknowledgement of receipt, where that receipt cannot be verified.

### **The Commission's Analysis**

The impetus for the proposed changes to the Standard emerged through interactions with customers who claimed that neither their oral nor written complaints were being acknowledged by C&W. The Commission accepts that the increased compensation is not necessarily the best method of ensuring that complaints are acknowledged. Consequently, the Commission determines that C&W shall formulate a standard complaints procedure, inclusive of an official complaint form, which must be submitted to the Commission for approval. This complaint form shall be provided to customers for use when making complaints at C&W's various outlets. Additionally, in order to ensure that there is a verifiable and auditable format for the delivery of written complaints sent through the mail, these must be sent via registered mail. Complaints sent via email, fax and telephone shall continue to be acknowledged in accordance with the Standards of Service Decision 2014-2017.

### **Q 6: Should the target time for Reconnection after Disconnection for Non-Payment be reduced from eight (8) hours to six (6) hours?**

C&W opposes this proposal, claiming that due to its investment in resources, the restoration of service usually occurs within one (1) working day even during peak demand. C&W opines that tightening the target time simply because of good performance is excessive. It suggests that more resources may need to be reallocated to meet the proposed target time and this may result in increased costs to customers.

## **The Commission's Analysis**

Historically, C&W's performance under GTS 6 - Reconnection after Disconnection for Non-Payment - has been exemplary. The Commission reports that C&W's compliance under this Standard tends to approximate 100% each year. Consequently, it is considered that there is room to tighten the target time for compliance under this Standard. It must be noted that a primary objective of general standards of service regimes is to encourage the regulated utility to continually improve efficiency. Holding a utility to a stricter standard, based on its proven ability to meet the previous target, furthers this objective. Additionally, it was considered that once a customer settles an outstanding bill, and C&W is notified, there should be minimal delay in restoring the customer's service as the digital disconnection and reconnection process is no longer as labour intensive as in previous years. Moreover, GTS 7 - Wrongful Disconnection - has a target time for reconnection of one (1) hour, and C&W has also performed well historically in this regard.

In view of the foregoing, the Commission determines that reconnection of service shall occur within six (6) working hours as opposed to eight (8) working hours as it is at present. In addition, customers who experience only a 'soft disconnection', i.e. they can receive calls but cannot call out, suffer the inconvenience from time to time of lengthy delays in service restoration. Compensation under this Standard currently is simply the refund of the applicable reconnection fee. However, customers who are 'soft disconnected' are not charged a reconnection fee and therefore have no recourse if there is significant delay in service restoration. Therefore, the Commission determines that the compensation shall be changed from the refund of the reconnection fee, which is currently \$35.00, to a credit of \$30.00 for all customers.

**Q 7: Should C&W be required to publish the Standards of Service and its fault reporting process via its website, as well as all forms of news media, in addition to informing customers who make complaints of the means via which compensation may be sought?**

C&W has no objection to the proposal in principle. However, C&W seeks clarification of "all forms of news media". C&W is of the view that without a definition of the specific media to be used, there could be significant cost implications related to having to utilise "all forms" of

media at any given time. It suggests that the publication of the information should be limited to two (2) local newspapers and one (1) radio station.

### **The Commission's Analysis**

The Commission is concerned about the decline in the payment of eligible customer claims. The number of persons eligible for compensation fell from 19,440 in the 2014 - 2015 period to 6,821 in 2016. In addition, the number of persons actually receiving compensation fell from 8,655 in 2014 - 2015 to 2,186 in 2016, a decrease of 74%. This indicates that an increasing proportion of customers is not receiving due compensation. The fact that at present, a number of Standards still require customer initiated claims and those in particular tend to have high rates of breaches by C&W, contributes to this. Furthermore, members of the public seem generally unaware of their right to make claims for breaches of the Standards of Service. Previous Standards of Service Decisions have placed a public education requirement on C&W, which is outlined in Section 7 of this Decision. The Commission's research indicates that much of this public education requirement is not being met. Consequently, the Commission determines that C&W shall implement the following measures:

- a) Publish the Standards of Service Tables prominently on its website;
- b) Make available to its customers, by post or electronically within two (2) months of the implementation of this Decision, the Table of the Guaranteed Standards of Service as set out in this Decision;
- c) Include the weblink to the Table of Guaranteed Standards on customers' utility bills;
- d) On a quarterly basis, publicise in at least two (2) forms of local media, the Guaranteed Standards of Service, as well as its fault reporting process; and
- e) Inform customers who make complaints of the means by which compensation may be sought.

### **Q 8: Should the Overall Standard OTS 3 for Working Payphones be continued and if so, why?**

C&W is of the view that this Standard should be discontinued and cites the ubiquity of the mobile phone and the rapidly declining usage of the payphone in Barbados as justification for the removal of the same. C&W also suggests that this Standard demands a level of attention and management that is unjustified given the declining utility of the technology and that it is



unfair to make this demand of only one of the service providers operating in a competitive environment. The argument is that the cost of maintaining payphones is too great and the declining demand no longer justifies incurring said costs. C&W, however, assures the Commission that it does not intend to discontinue the payphone system.

### **The Commission's Analysis**

The availability of payphones is currently part of C&W's Universal Service Obligation which is designed to ensure access to basic telephone service for everyone in Barbados. C&W's argument regarding the cost associated with maintaining payphones is relevant and has been considered by the Commission. However, Section 33(1) (b) of the Telecommunications Act, CAP. 282B of the Laws of Barbados states:

*"There shall be a universal service obligation which is an obligation imposed on the Universal Service Carrier designated by the Minister under section 34(1), to ensure that payphones are reasonably accessible to all people in Barbados."*

Therefore, the Commission determines that this Standard shall be retained with a revised target of at least 75% of the public payphones required to be in working order daily.

**Q 9: Should there be a new Overall Standard, which measures the incidence of faults, per month, on the service provider's network?**

C&W has no objection to this proposal.

### **The Commission's Analysis**

In its Consultation Paper, the Commission proposed the addition of a new Overall Standard, which would measure fault incidence. The purpose of the Standard will be to hold C&W accountable for the percentage of faults occurring on its network within a given time period. Detailed research of the international telecommunications industry revealed that many regulatory bodies require measures of fault incidence.

The Commission contends that a measure of fault incidence would be beneficial in facilitating the assessment of the frequency of C&W's faults at the national level. It would also provide another effective tool in ensuring a minimum level of service quality as is advisable and often necessary for service providers who are subject to price cap regulation. The Commission

therefore determines that the new Overall Standard for Fault Incidence shall be instituted as proposed.

**Q 10: Should C&W be required to provide the value of eligible compensation broken down by Standard?**

C&W asserts that there is no usefulness in this proposal, since the number of breaches for each Standard is already provided. It suggests that it would only be valuable within the context of associated payments and this information would be costly to produce.

**The Commission's Analysis**

The Commission deems an adjustment to the reporting regime necessary, since in addition to the currently approved requirements, it would be beneficial to have the value of eligible compensation attributable to each Guaranteed Standard. This would provide an additional level of insight into the performance of each Guaranteed Standard in the event that adjustments to the regime are required in order to ensure appropriate disbursement of compensation to customers. C&W has not provided evidence to support its claim that providing this information would be costly.

In the course of its quarterly reporting, C&W has demonstrated its ability to produce the data under review by its submission of the value of rebates attributable to GTS 2. The Commission considers that C&W should be able to do the same for all other Guaranteed Standards. Consequently, the Commission determines that C&W is required to submit the value of compensation payable under each Guaranteed Standard of Service in each quarterly and annual report.

**Q 11: What other improvements would you suggest for the level of reporting?**

C&W did not suggest any improvements.

**The Commission's Analysis**

The Commission determines that there are no further improvements required to the level of reporting at this time.

## **Additional Amendments:**

### **GTS 7 - Wrongful Disconnection**

With the amendment to GTS 6 - Reconnection after Disconnection for Non Payment - where the compensation shall now be \$30.00 across the board, it is deemed appropriate that the compensation for GTS 7 be adjusted to be more in line with this change. As GTS 7 deals with instances where C&W is directly at fault, the Commission determines that the compensation payable to the customer should not be less than that which obtains under GTS 6, where the disconnection is due to non-payment by the customer. Consequently, the compensation payable for breaches under GTS 7 shall also be \$30.00 to all affected customers. Additionally, should C&W fail to restore service within one (1) working day of customer notification, compensation will continue to accrue based on proration of the monthly fee.

### **OTS 4 - Trunk Blocking**

The Commission recognises that complaints and reported breaches related to this Standard have been few. In addition to this, the improvements in existing Standards, technological efficiency (i.e. greater reliability of fibre optics over copper wire) and the potential regulatory cost that would be incurred should this Standard be continued, suggest that its retention is no longer prudent. The Commission shall therefore discontinue this Standard.

## SECTION 7 ADMINISTRATION

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### 7.0 Monitoring and Enforcement of Standards

C&W is required to submit quarterly regulatory Standards of Service reports no later than one (1) month after the end of the quarter, including information on:

- The number of breaches under each Guaranteed Standard of Service (GTS 1 to GTS 8) 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 (OTS 1 to OTS 6);
- Details of any extenuating circumstances that would have prevented C&W from achieving the targets of the Overall Standards of Service; and
- The value of compensation attributable to each Guaranteed Standard of Service.

The reporting periods will be the four (4) consecutive quarters of 2018, 2019 and 2020, respectively.

In addition to the above information, C&W is required to submit annual Standards of Service reports for 2018, 2019 and 2020, which also 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 receiving compensation;
- The amount of compensation paid; and
- The value of compensation attributable to each Guaranteed Standard of Service.

Compliance with the Standards of Service will be evaluated on a monthly basis and annual reports shall be submitted no later than two (2) months after the end of the applicable reporting year.

The Commission reserves the right to conduct independent investigations that seek to determine the extent to which C&W 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 hereto.

Where an Overall Standard is not met, C&W shall provide an explanation to the Commission. Where C&W continually fails to meet an Overall Standard, and it appears that no reasonable effort has been made to rectify the breach, Section 43 of the FTCA and Sections 31 and 38 of the URA may be invoked.

### **7.1 Public Disclosure of Information**

The Commission shall make public the yearly statistics related to C&W's performance in attaining these Guaranteed and Overall Standards of Service.

### **7.2 Public Education**

C&W 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 herein.

In addition, C&W is required to educate its customers, as stipulated in this Decision, about its fault reporting processes, including the publication of contact numbers and e-mail addresses for making complaints. C&W shall also place its claim forms and official complaint forms on its website and in its outlets.

### **7.3 Implementation and Review**

The Standards of Service for C&W shall come into effect on January 1, 2018 and continue until December 31, 2020, or until such time as a new Standards of Service Decision is issued. These Standards of Service shall be subject to review by the Commission.



Dated this            day of                            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