

**Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016**

15<sup>th</sup> November 2016

To,  
Prof. Karim  
Advisor (B&CS) -III  
Telecom Regulatory Authority of India (TRAI)  
New Delhi

**Sub: Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016 (QOS Regulation of 2016)**

Sir,

The proposed draft is welcome step towards consumer protection as well as providing lot of clarity on various issues of billing, collection, invoicing and swapping of boxes. Hence we would like to take this opportunity to offer our sincere gratitude to TRAI for coming out with these draft regulations. The long standing request of Multi system operators for prepaid has also been provided for by these regulations, which would go a long way in reducing the litigation between the Multi System Operator (MSO) and Local Cable Operator (LCO).

The QOS regulation of 2016 also focuses on moving towards digital regime which is a very welcome Step. The only way the interest of the consumer can be protected is by allowing him the ability to choose his service provider instead of Local cable operator forcing him to choose a distribution platform at the whims and fancies of the LCO. For which it is important to have provisions in the QOS Regulation of 2016, which are on similar lines to the number portability in case of Telecom. In case an LCO wants to move to a new MSO, he should not be allowed to force a subscriber to move with him to the new MSO. It's should be left to the subscriber to decide whether her wants to migrate to the new MSO. Currently the proposed regulation provides for paper confirmation by the Subscriber to his LCO, we propose that the request from the Subscriber should come to its current MSO though his registered mobile number. Once this is implemented, the vision of digitization giving subscriber the choice to select what he wants to watch, when he wants to watch and from whom he wants to watch would be achieved. Hence before we go into sharing our views/comments on the specific clauses, we would request TRAI to kindly look into this aspect seriously, take advantage of the India becoming digital and provide for this in the QOS regulation of 2016. This would ensure that the Subscribers are not inconveniced in any way due to issues between MSO's & LCO's. Further this would also stop the monopolistic environment currently prevalent in the Broadcasting Sector.

As desired by the authority, we are limiting our response to only those provisions of the which in our opinion require some modification in order to ensure a level playing field, prevents predatory pricing, protect the interests of consumers and would further help in reducing disputes between the stakeholders.

**Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016**

S. No.	Existing Draft QOS regulation of 2016	Modification/Addition/Deletion proposed to Draft QOS regulation of 2016	Reasons for the proposals
1	<p><b>Clause 2(cc) reads as under:</b></p> <p>(cc) "home channel" means a platform service generated and transmitted by distributor of TV channels to its subscribers and is displaced by default on television screen whenever the set top box is put on.</p>	<p><b>Clause 2(cc) should be deleted.</b></p>	<p>It is proposed that the definition of home channel be deleted as there is no need to define the same. Furthermore, it takes away the right of a distributor of TV channels to set a landing channel/ barker channel. In any event, all customers related information and consumer education will be carried on through the customer care channel. The running of each platform services based channel has an added cost to the distributor of TV channels, and such additional cost on the home channel would not serve any useful purpose even with regard to the consumers. It would also be pertinent to mention here that the home channel has not been given any specific purpose within the QOS Regulations, and the term is being used only in conjunction with the customer care channel and for dissemination of information which is already available on the customer care channel. Also, all reference made to home channel in the Regulations should also be removed i.e. Clauses 8(4), 14(3) and 17(2).</p>
2	<p><b>Clause 2(zh) reads as under:</b></p> <p>"subscriber" means a person who receives</p>	<p>Clause 2(zh) is proposed to be modified as under :</p> <p><b>"subscriber" for the purpose of this regulation</b> means a</p>	<p>Various Statutory authorities including</p>

**Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016**

	television broadcasting services, provided by a service provider, at a place indicated by such person without further transmitting it to any other person and each set top box located at such place, for receiving the subscribed television broadcasting services from the service provider, shall constitute one subscriber.	person who receives television broadcasting services, provided by a service provider, at a place indicated by such person without further transmitting it to any other person and each set top box located at such place, for receiving the subscribed television broadcasting services from the service provider, shall constitute one subscriber.	Entertainment Tax have taken view that taxes are payable per Set Top Boxes even if there are multiple set top boxes in the same house in the name of single subscriber based on current subscriber definition. Hence it is important to have this change incorporated.
3	<p><b>Clause 4(2) reads as under:</b></p> <p>The distributor of TV channels or local cable operator, as the case may be, shall provide TV broadcasting services to the consumer only after obtaining completed Consumer Application Form and provide a copy of the said form to the consumer.</p>	<p>Clause 4(2) is proposed to be modified as under :</p> <p>The distributor of TV channels or local cable operator, as the case may be, shall provide TV broadcasting services to the consumer only after obtaining completed Consumer Application <b>Form either in e form or hard copy</b> and provide a copy of the said form to the consumer. <b>The form can also be provided to consumer through email.</b></p>	<p>The change is necessitated since now e –CAF has been allowed by TRAI under proviso to clause 5.</p>
5	<p><b>Clause 8 reads as under:</b></p> <p><b>8. Non availability of channels on distributor of TV channels platform.</b>          – (1) A distributor of TV channels shall not charge the subscriber for a-la-carte channel(s) or bouquet(s) offered by a broadcaster which become unavailable on its platform.          (2) No distributor of TV channels, on its own, shall substitute the dropped channel(s) from its platform with alternative channel(s) in</p>	<p><b>It is proposed that the Clause 8 should be amended to the following:</b></p> <p><b>8. Non availability of channels on distributor of TV channels platform.</b> – (1) A distributor of TV channels shall not charge the subscriber for a-la-carte channel(s) or bouquet(s) offered by a broadcaster which become unavailable on its platform.          (2) A distributor of TV channels shall reduce the subscription charges for a bouquet offered by the distributor of TV channels if channel(s) forming part of the</p>	<p>It is submitted that in the event channels are being availed of by a subscriber in the form of a bouquet from the distributor, an option should be available to the distributor to substitute the channel in the case of discontinuation of a channel. Even under the extant Regulations, such a provision exists and no complaints with regard to the same have been received from consumers.</p>

**Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016**

	<p>lieu of the channel dropped.</p> <p>(3) A distributor of TV channels shall reduce the subscription charges for a bouquet offered by the distributor of TV channels if channel(s) forming part of the bouquet becomes unavailable on its platform and the reduction in subscription charges payable by the subscriber shall be calculated proportionately taking into account the discount offered by the distributor of TV channels on the retail price of bouquet.</p> <p>Explanation: For the removal of any doubt, it is clarified that any change of composition of the bouquet offered by a distributor of TV channels, when channel(s) forming part of such bouquet are available on its platform, shall be construed as a new bouquet.</p> <p>(4) No distributor of TV channels shall discontinue distribution of a-la-carte channel(s) and bouquet(s) without giving prior notice of fifteen days to its subscribers and such notice shall be given wide publicity through multiple means such as scrolls on TV screen, e-mail, short messaging service (SMS), Home channel and customer care channels.</p> <p>Provided that nothing contained in this sub-</p>	<p>bouquet becomes unavailable on its platform and the reduction in subscription charges payable by the subscriber shall be calculated proportionately taking into account the discount offered by the distributor of TV channels on the retail price of bouquet.</p> <p>Explanation: For the removal of any doubt, it is clarified that any change of composition of the bouquet offered by a distributor of TV channels, when channel(s) forming part of such bouquet are available on its platform, shall be construed as a new bouquet.</p> <p><b>Provided that the distributor may offer an alternative channel of the genre and language of the channel discontinued and, if the offer is accepted by the subscriber, the distributor or its linked local cable operator may not reduce the subscription charges for the channel which is not available on its network.</b></p> <p>(3) No distributor of TV channels shall discontinue distribution of a-la-carte channel(s) and bouquet(s) without giving prior notice of fifteen days to its subscribers and such notice shall be given wide publicity through multiple means such as scrolls on TV screen, e-mail, short messaging service (SMS) and customer care channels.</p> <p>Provided that nothing contained in this sub-regulation shall apply in case the discontinuance in the provision of services has been caused by natural calamities.</p>	<p>A certain amount of flexibility is required to be provided to the distributor of TV channels, so that it can make alterations in its offerings in the event of discontinuation of channels. Furthermore, the same will only be applicable, if the consumer accepts the replacement channel, if not he/ she would be entitled to reduction in subscription charges.</p> <p>Furthermore, the reference to home channel has been removed and the sub-clauses have been renumbered accordingly.</p>
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**Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016**

	regulation shall apply in case the discontinuance in the provision of services has been caused by natural calamities.		
6		<p><b>In continuation of above and our proposal at the beginning, we hereby propose a new clause 8 (4) to take care of the subscriber interest during movement of LCO from one MSO to another:</b></p> <p><b>8(4) -No Local cable operator during his movement from one MSO to another, shall discontinue the services of a subscriber without taking consent from the subscriber, which shall be sent to its existing MSO from his registered mobile number indicating his intention to discontinue his services.</b></p>	<p>The whole exercise of the authority of reviewing these regulation is to ensure that no inconvenience is caused to the subscriber. As is the practice currently, when a LCO moves to any other MSO for his ulterior motives, either he manipulates the consent from the subscribers or do not even seek his consent, thereby depriving the subscriber of his legitimate right. Hence to protect the interest of the Subscriber, we request TRAI to consider the inclusion of this clause.</p>
7	<p><b>Clause 10(1) reads as under:</b></p> <p><b>Disruption of TV broadcasting services. —</b>                      (1) In case signals of TV broadcasting services to a subscriber are continuously disrupted for a period exceeding 72 hours, the distributor of TV channels shall not charge such subscriber for the entire period of such disruption.</p>	<p>Clause 10(1) is proposed to be modified as under :</p> <p><b>Disruption of TV broadcasting services. —</b>                      1) In case signals of TV broadcasting services to a subscriber are continuously disrupted for a period exceeding 72 hours, the distributor of TV channels shall not charge such subscriber for the entire period of such disruption.</p> <p><b>Provided that the period of disruption shall be counted from the time the subscriber has registered his concern with the Call Center/mail desk or any other mode of communication with MSO /LCO.</b></p>	<p>It is important to ascertain as to the time from which the period of disruption be counted otherwise it would give rise to unnecessary conflict between Subscriber and MSO/LCO. By defining the starting point, inconvenience to subscriber would be avoided.</p>

**Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016**

<p>8</p>	<p>Clause 28(1) reads as under:</p> <p><b>28. Consumer care channel.</b> — (1) Every distributor of TV channels, who is offering any kind of platform services, shall designate a channel for the purpose of consumer awareness and the same shall be referred as consumer care channel.</p>	<p>It is proposed that the Clause 28(1) should be amended to the following:</p> <p><b>28. Consumer care channel.</b> — (1) Every distributor of TV channels, who is offering any kind of platform services, shall designate linear channel number 999 for the purpose of consumer awareness and the same shall be referred as consumer care channel.</p>	<p>It is proposed that all distributors of TV channels provide the consumer care channel at linear channel number 999. It will ensure uniformity as also increase accessibility of the consumer to access such information. Furthermore, when the Authority or the distributor of TV channels launch any consumer awareness initiative it would provide uniformity, as well as easier recall amongst the consumers. When the linear channel number is fixed across platforms/ service providers, it also increases the recall amongst the subscribers who even if they replace service providers, will not need to recall new details.</p>
<p>9</p>	<p>Clause 33 reads as under:</p> <p><b>33. Display of channels in EPG.</b> — (1) Every distributor of TV channels shall list all channels available on its platform in the electronic programme guide in the respective genres along with applicable a-la-carte prices.</p> <p>Provided that in case of pay channels distributor of TV channels shall indicate MRP declared by the broadcaster in the electronic programme</p>	<p>It is proposed that the Clause 33 should be amended to the following:</p> <p><b>33. Display of channels in EPG.</b> — (1) Every distributor of TV channels shall list all channels available on its platform in the electronic programme guide in the respective genres.</p>	<p>It is proposed that the requirement of indicating the a-la-carte pricing of a channel on the EPG be done away with. It is submitted that the distributor of TV channels prepares a common EPG for all its customers, irrespective of the channels/ packages subscribed to by a subscriber. Furthermore, the price of a channel would also change</p>

**Comments on the draft Standards of Quality of Services and Consumer Protection (Digital Addressable Systems) Regulations, 2016**

	Guide and for the free to air channels such prices shall be indicated as zero.		depending upon whether it is subscribed to on a-la-carte basis or as part of a package. Therefore, it is very difficult to provide the channel pricing as part of the EPG. All information relating to channel pricing would be available on the customer care channel, as also the website of the distributor of TV channels in addition to being available through the customer care representatives. Also the maintenance of EPG is done by a third party vendor which is a cost to the MSO. Having this regulation would require MSO to invest further in enhancing IT capability as prices would also differ in different geography. Hence the proposal to amend the same.
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Once again we would like to compliment TRAI for such an extensive work undertaken by it, which is unprecedented in terms of the changes that it is likely to bring as to the working of this whole industry and ensure transparency, level playing field and implement digitization in true sense and hence request TRAI to consider the aforementioned proposed amendments/deletions and/or additions for the Draft QOS regulation of 2016 to bring about a new and reformed era for the broadcasting sector wherein disputes between the service providers are minimized and the actual goal of providing good quality uninterrupted services and choice to the customer is achieved as well as the business interests of all the tiers of the distribution chain are protected.

Thanking you,

Yours faithfully

**For Hathway Cable and Datacom Limited**



**(Ajay Singh)**

**Head Legal, Company Secretary & Chief Compliance officer**