

**Siti Networks Limited Comments to the Consultation on the draft
Standards of Quality of Service and
Consumer Protection (Digital Addressable Systems)
Regulations, 2016**

At the outset, we would like to congratulate the Authority for coming up with consultation paper on the Draft Standards of Quality of Service and Consumer Protection (DAS) regulations 2016. The Authority has put in sincere efforts in coming up with the consultation paper considering the various issues raised by the various stake holders.

We would like to submit our comments to the relevant points as below;

Clause 2(gg) - “maximum retail price” or “MRP” with reference to a-la-carte channel or bouquet of channels means the maximum price, excluding taxes, payable by a subscriber for that a-la-carte channel or bouquet of channels, declared by the broadcaster;

Our Comments :

Herein “**excluding taxes**” should be replaced with “**including taxes**” in view of the GST being implemented effective next fiscal. In the case of existing DTH pricing also their bouquet prices are including taxes which help in customer service as the MRP is fixed for the service. In case GST is delayed then the existing definition suffice.

Clause 2(rr) -“subscriber” means a person who is registered on the subscriber management system of the distributor of TV channels for receiving TV broadcasting services provided by a distributor of TV channels or local cable operator, at a place indicated by him without further transmitting it to any other person.

Our Comments:

Herein “subscriber” means a 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 “**set top box located at same place and issued to the same subscriber** “for receiving the subscribed television broadcasting services from the service provider, shall constitute one

subscriber. This is important to clarify here that set top box is a device and constituting set top box as a subscriber is not justified. One subscriber can have multiple set top boxes and pricing can be tagged to the set top boxes instead of subscriber.

CHAPTER II (SUBSCRIPTION TO TV BROADCASTING SERVICES)

Clause (7)- It shall be open to a distributor of TV channels or local cable operator, as the case may be, to charge an amount not exceeding rupees one hundred as one-time initial activation charge.

Our Comments:

It is submitted that fixing one time activation charges at Rs.100 is impractical and the same is not required. As is evident that MSOs offer their boxes to the subscriber with some kind of schemes under which one time activation charges are collected and no other upfront or rental charges or security deposit etc. is taken from the subscriber. The activation charges mainly are charged for the logistics and activation of set top box, setting up the subscriber account in the system, call center cost, 3rd party installation cost, transportation cost, accessibility to a location, number of subscribers in a single location, training, tools and test requirement of set top boxes etc. hence the STB schemes should be left to forbearance and there is no need to fix the same at Rs.100.

CHAPTER III MAINTENANCE OF SERVICE AFTER INITIAL SUBSCRIPTION 5. Changes in subscription of TV broadcasting services. —

Clause 8.3 - No distributor of TV channels and local cable operator, without obtaining verifiable request of the subscriber, make any change in the services subscribed by a subscriber.

Our Comments:

It is submitted that verifiable request of the subscriber regarding change in the service is impractical. In most cases such requests are made by the subscriber to the LCOs personally and there is no record of the same. Adding this clause will unnecessarily create complications with regard to compliance of this clause as subscribers have different ways to contact the DPO for change in service. In any case such changes are sometimes made as per verbal requests of the subscriber only and the same cannot be verified Hence the same should be dropped. In any case, a subscriber will not pay if he is not getting service as per his choice.

Clause 8 - Non availability of channels on distributor of TV channels platform. —

(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 lieu of the channel dropped.

Our Comments:

It is submitted that in the case of discontinuation of a channel if the channels are availed by a subscriber in the form of a bouquet from DPO, DPO can give an option to the subscriber to substitute the channel. Subscriber always have the option of opting otherwise. However, in the case of A La Carte, the price of the channels should be reduced.

CHAPTER IV CUSTOMER CARE AND COMPLAINT REDRESSAL

Clause 14 (4) - Response time for Customer Care Centre:

(i) Response time for calls made on Toll Free “Consumer Care Number” by the subscriber, shall be ;

(a) Eighty percent of calls to be answered (voice to voice) by a person (other than by electronic means) within sixty seconds;

(b) Ninety per cent of calls to be answered (voice to voice) by a person (other than by electronic means) within ninety seconds

(ii) Response time to the subscriber for calls made on “Customer Care Number” by the subscriber, answered electronically;

(a) Eighty percent of calls to be answered within twenty seconds electronically;

(b) Ninety percent of calls to be answered within forty seconds electronically;

Our Comments:

With respect of the proposed insertion of the clause 4 (i) in the draft QOS Regulations, it is impractical to meet the target due to high cost of setting up the call center and expected number of calls from a set of subscriber at a particular event/time for various reasons like in the event of a technical issue or a break down in the wired service and a certain set of affected of subscribers would be calling frequently and it will be difficult to adhere to the set time lines. Hence the same should be amended as below;

Response time for Customer Care Centre:

(i) Response time for calls made on Toll Free “Consumer Care Number” by the subscriber, shall be;

(a) Eighty percent of calls to be answered (voice to voice) by a person (other than by electronic means) within ninety seconds;

(b) Ninety per cent of calls to be answered (voice to voice) by a person (other than by electronic means) within one hundred and twenty seconds.

(ii) Response time to the subscriber for calls made on "Customer Care Number" by the subscriber, answered electronically;

(a) Eighty percent of calls to be answered within sixty seconds electronically;

(b) Ninety percent of calls to be answered within ninety seconds electronically;

Clause 26 - Supply and installation of the Customer Premises Equipment.

(6) Every distributor of TV channels or local cable operator, as the case may be, shall be responsible for maintenance of Customer Premises Equipment offered under sub regulation (4) and sub regulation (5) for a minimum period of five years and the subscriber shall not be required to pay any charge towards repair and maintenance of the Customer Premises Equipment during such period.

Our Comments

In so far as clause no. 26(6) of the proposed draft is concerned, it is submitted that the time period of 5 years for warranty of set top box should be reduced to 1 year as, the Set-Top Boxes are not manufactured by the DPOs and are purchased from third party vendors who only provide a maximum warranty period of 1 year. Therefore, as no warranty beyond 1 year is being provided to the distributor of TV channels by the manufacturer of the equipment itself, it cannot provide maintenance for a period of 5 years. The maintenance cost of the equipment is being passed on to the DPOs, who are already suffering heavy losses on the equipment. It is submitted that the DPO can provide the option of AMC (Annual Maintenance Charges) scheme to the subscriber at cost and the warranty beyond one year is not practical.

Clause 26 (7)- Every distributor.....

Our Comments

It is submitted that to that the charges mentioned in the clause 26 (7) above should be made applicable to all DPOs and should not be limited to DTH platform. It is submitted that MSOs and its affiliated LCOs also invest on the manpower and other infrastructure related expenses which should be kept in mind by the Authority while fixing the rates for visiting charges by the technician appointed by the MSO or its affiliated LCO.

Clause 35 (4) - Appointment of Compliance Officer:

In the event of any change in the name of the compliance officer so appointed under sub-regulation (1), the same shall be reported to the Authority by every distributor of TV channels within 10 days

from the date of occurrence of such change along with authenticated copy of board's resolution or authorization letter, as the case may be.

Our Comment:

With regard to clause 35.4 of the draft QOS Regulations it is submitted that the time limit of 10 days to report to the Authority by every distributor of TV channels within 10 days from the date of occurrence of such change is practically not feasible as such there are instances when the employee leaves the job on immediate basis and thereby it would be very difficult to get the replacement of the said employee in the span of 10 days. In view of this practical difficulty, the time limit of 10 days should be increased to 30 days.