

**The Bahamas Telecommunications Company Ltd.**

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August 30, 2013

Mr. Stephen Bereaux  
**Director of Policy and Regulation**  
**Utilities Regulation and Competition Authority**  
UBS Annex Building  
East Bay Street  
Nassau, The Bahamas

Dear Mr. Bereaux

Re: **Public Consultation Document ECS 07/2013: Utilities Regulation and Competition Authority (URCA) Consumer Protection Regulations**

We enclosed BTC's Response to the Consultation Document at caption.

Sincerely yours,  
**The Bahamas Telecommunications Company Limited**

A handwritten signature in black ink, appearing to read 'Felicity L. Johnson', followed by a long horizontal flourish.

**Felicity L. Johnson**  
**Senior Vice President,**  
**Legal, Regulatory & Company Secretary**

Enc:



Powered by **LIME**

## **The Bahamas Telecommunications Company Limited**

Response To

Consultation Document: Consumer Protection Regulations

**ECS 07/2013**

**Legal and Regulatory Division**  
**August 30, 2013**

## *Executive Summary*

The Bahamas Telecommunications Company Limited (BTC) welcomes the opportunity to respond to the consultation document on Consumer Affairs Regulations issued by the Utilities Regulation and Competition Authority's (URCA) under Section 45 of the Communications Act, 2009 (Communications Act). We note that whilst The Bahamas has a Consumer Protection Act, it is proposed that more communications specific regulations are required to protect consumers in this fast-paced technology-driven sector. Whilst these initiatives might be laudable and in keeping with other jurisdictions, we caution URCA that commercial enterprises should not be unduly hindered in their ability to conduct business in response to market forces nor be straight jacketed by overly restrictive regulations and direct consumer demands.

BTC supports the promotion of an environment in which there is increased competition through the education of consumers and the protection of consumers' rights and interests and in which consumers are presented with choice and options and are equipped with the relevant tools to allow for informal decision making.

BTC notes the premise on which URCA promulgates the Consumer Protection Regulations and the assertion by URCA that the country may be considered vulnerable because of the lack of alternative providers. BTC also notes the suggestion by URCA of a need to provide consumers with adequate information in order that they may be better informed and protected against potential market failure, inclusive, of but not limited to high prices, poor service quality and slow repair delivery.

URCA has cited recent complaints from the public as to poor quality of service and customer services provided by service providers in the market as indicators of the need for consumer protection regulation in this electronic communications sector. The premise upon which URCA proceeds is laudable however BTC is mindful that URCA has provided no indication or details of the nature, type and frequency of complaints to which it makes very broad and general reference. Accordingly, it is suggested that the interest of the public and sector many have been served by some discussion in the consultation document of the nature and types of complaints received.

BTC has established a robust customer service programme which recognises the interests of customers and their right to choice. Through the establishment of a proactive customer service initiative a more customer-centered approach and environment have been developed. The introduction of user-friendly consumer contracts and detailed terms and conditions of services and engagement are indicators of the engagement of BTC with its customer base and consumers in general. Further, the establishment by BTC of a complaints handling process and compensation policy, referred to above and in advance of these proposed consumer protection regulations are concrete evidence of the company's investment in the education and empowerment

of consumers and its commitment to the sector. Certainly BTC recognises that in a competitive sector the consumer is king!

BTC is of the view that URCA has taken a more prescriptive approach in the proposed Regulations on the issue of customer contracts, and the issues surrounding the entry into contracts and disengagement from the same. This approach does not bode well for the development of the sector as URCA appears to be taking a position which intrudes on the day-to-day running of regulated entities at a time in which, internationally the approach has increasingly been one of overarching oversight. The Regulations in their present form have the potential of introducing additional administrative burden on operators, in an environment in which companies are attempting to operate more effectively and efficiently.

BTC applauds URCA on its efforts to generally address consumers' rights but notes that there is a need for the Regulations to address evenly the protection of consumers' rights with all operators. Consumers' interests must be addressed within the confines of their relationship with the operators from whom service is received, whether or not an operator has been declared a Significant Market Power (SMP). In this regard there is a need for consistency of approach in the proposed Regulations.

## **Part 1: Introduction**

With regard to Part 1 Introduction and 1.3 in particular (Definitions) at 1.3.1:

- (a) On page 12 of 71 Advertisement is said to mean "any communication (whether written, verbal, or via electronic or broadcast media)..." The definition does not take into account other forms through which a Service Provider may and should be expanded to include oral communication and communication in the print media. Print is a significant medium through which Service Providers communicate with consumers and increasingly there is reliance on door-to-door and telephone sales and promotion.,
- (b) on Page 13 of 71, a Business Day is defined as : ' a day that is not a Saturday, Sunday or gazetted public holiday', however, increasingly in New Providence in particular, Saturday is becoming a Business Day. For example, BTC now opens several retail stores on a Saturday as do some banks and so, depending on the context this may be relevant to the definition of a Business Day.

## **Part 2: Consumer Sales, Contracts and Services**

### ***Question 1:***

***(a) Do you agree with URCA's proposals in Part 2 of the draft Consumer Protection Regulations regarding what Service Providers must do for Consumers in contracting? If not, why not?***

Generally BTC is in agreement with the proposals under Part 2 and is pleased to note that they also apply to Class licensees and other licensed operators who have not been designated SMP. BTC notes in particular the requirements for consumer contracts which are quite extensive. BTC would request however that URCA resists the temptation to be overly prescriptive in its requirements.

### ***Security Deposit***

BTC has noted that in Section 2.6.1 URCA has proposed a ceiling of three (3) months of 'reasonably anticipated charges for the services'. While BTC endeavors to ensure that it takes the appropriate steps to assess potential risk in applying the security deposit, it is very difficult to determine what is 'reasonable anticipated charges', particularly in the case of new customers and depending on the service in question. While it may be reasonable to anticipate the likely charges for services like broadband, in the case of fixed line and mobile services, it is difficult to assess anticipated charges, where long distance and roaming charges (in the case of cellular mobile services), can quickly erode any protection offered by way of a security deposit.

BTC is of the view that the Regulations are overly prescriptive, particularly with regard to security deposits and the method of calculating the same. In setting security deposit requirements, operators should have flexibility in determining the level of deposits based on profile, level of credit to be extended and other factors. It is in the interest of operators to ensure that there is a degree of reasonableness in setting security deposits. A very high deposit is not in the interest of operators as it provides a disincentive for the take up of the service. At the same time a relatively low deposit for potentially high-risk customers, exposes an operator to additional risk. The amount of the security deposit, like credit limits for services extended to customers, ought to be a commercial decision. Attempts by a regulator to establish outer limits are viewed as highly intrusive of the commercial operations of regulated companies.

***(b) Should any other provisions be included in Part 2 or any removed?***

BTC has noted the provision in Section 2.9.1 (b) of the Regulations which proposes that any delay for the provisioning of service linked to credit check be limited to five (5) days. In The Bahamas, compared to developed jurisdictions, there is the absence of a clearing house (i.e. credit bureau) with a repository of information on individual credit history. In most cases, there is a reliance on employment history and other forms of data/information to assess the credit risk a consumer presents. Where operators are reliant on third parties to provide information, in most cases in the absence of formal credit assessment structures like credit bureaus, it is unreasonable to place overly restrictive outer limits for credit checks and to attach penalties by requiring that Service providers compensate customers (as in Section 2.9.2), for unusual delays. It is BTC's recommendation that Section 2.9.2 is omitted and that any consideration for credit checks be considered as a part of the overall period for installation of service. In effect, the timeframe should be reviewed taking into account credit checks.

BTC is also of the view that the exclusion under 2.1.1 (Provision of Information) in particular with reference to 2.10 (Fault Repair and Service Interruption) should apply to Individual Operating Licensees even if they have not been designated as having Significant Market Power. Fault repair and service interruption obligations are basic to the provision of telecommunications services and BTC is firmly of the view that every licensed operator, regardless of the size of its operation, must have some level of responsibility to the consumer in this regard, albeit the standard may be lower than that imposed on an SMP operator.

### **Part 3: Consumer Obligations**

***Question 2:***

***(a) Do you agree with URCA's proposals in Part 3 of the draft Consumer Protection Regulations regarding what are a Consumer's obligations to their Service Providers? If not, why not?***

BTC is pleased to note that with regard to Consumer Protection Regulations, URCA is also ensuring that the Consumer is aware of obligations that the Consumer is expected to meet as a part of his/her commercial relationship with a Service Provider.

BTC fully supports the stated Consumer Obligations of:-

- *Acceptance of Service Provider's Terms*
- *Access for maintenance*
- *Tampering with equipment*
- *Reselling services without authorization*
- *Misuse of a public electronic communications or carriage service*
- *Dishonest churning*

***(b) Should any provisions be included in Part 3 or any removed?***

BTC proposes adding the following provisions to those already included:-

- *Timely payment by the Consumer of invoices rendered by the Service Provider for services received by the Consumer;*
- *Consumer obligations with regards to observing the confidentiality of other Consumers' information and not illegally accessing or "hacking" another Consumer's account or call records;*
- *There is an obligation on the part of consumers to ensure that the billing and payment information provided to the Service Provider (including name, e-mail, mailing address, residency address, telephone number, credit card and or bank account) is always current and is not false or misleading. Further, the customer should be liable for any charges associated with the failure of that customer to provide up to date billing and payment information.*

**Part 4: Advertising**

Question 3:

***(a) Do you agree with URCA's proposals in part 4 of the draft Consumer Protection Regulations regarding what Service Providers must do for Consumers regarding advertising and selling practices? If not why not?***

While BTC generally supports the obligations being imposed on Service Providers regarding advertising and Selling products and while BTC supports the principle of truth and fairness in advertising and agrees that Service Providers should make clear in promotions the availability of service and geographical and technical limitations on service availability, item 4.2.1 must be recognized as a general rule to from which there may be inadvertent deviation. The Regulations should take into account instances in which a Service Provider may not be able to determine and calculate the existence of limitations such as those instances in



which there may be over subscription of a service leading to technical challenges to the delivery of the service. In such instances the Service Provider should be able to advise consumers of the limitations as soon as reasonably practicable after it becomes aware of the limitations.

BTC notes the requirement in 4.6.1 to disclose in all advertisements the company's legal, trade name and contact details including its principal or business addresses, postal address, telephone and fax numbers and email address. The provision does not take account of the reality of advertising, the limitations of space (print) and time (radio and television) and the general practices worldwide in advertising and marketing. It is acceptable that either the company or trade name under which it operates is used in advertisements. The Regulation should reflect the choice and freedom of Service Providers to advertise under the name they chose and in accordance with their branding. There should be no express requirement for both legal and trade name to be included. Further, practice does not dictate that details of corporate and administrative details are included in advertisements. BTC proposes that the Regulations should reflect acceptable advertising practice, namely, advising that corporate details may be accessed from the Service Provider's Website and the various locations it has established.

***(b) Should any other provisions be included in this Part 4 or removed?***

BTC advocates the inclusion of provisions addressing the avenues through which consumers may be advised of the terms and conditions attaching to any service or product being offered by Service Providers. Given the limitations associated with advertising in the various media (time and space) BTC proposes that Service Providers advise consumers that certain terms and conditions attach to the provision of the Products and Services. It is proposed that consumers may be directed to the Service Provider's website for a detailed listing of those terms and conditions. Further, the advertisements should also direct consumers to the offices of the Service Provider where printed material containing the terms and conditions which have an impact on the provision of the product or service may be readily obtained.



## **Part 5: Billing and Credit Management**

Question 4:

***(a) Do you agree with URCA's proposals in Part 5 of the draft Consumer Protection Regulations regarding Billing and Credit Management and what Service Providers must do in relation to Billing and providing information about Bills and charges for the services and products they supply as part of their standard market offerings? If not, why not?***

Generally, it would appear that the proposals regarding billing and the provision of information about bills and charges for services is consistent with practices seen elsewhere. BTC notes that in Section 5.7.1 (b), the reading is unclear with respect to the phrase, 'Such advance notification to be at least equal to two (2) of the Service Provider's....' It would appear that this section is incomplete and hence it is difficult to provide comments with respect to this Section.

It is noted that under 5.5 (Timeline for Issuance of Bills) the timeline for issuing bills is within 30 days of the closure of each billing period and that URCA lists the circumstances in which this period may be exceeded. At (b) there is an exception where a billing system or processing problem has occurred whereby bills should be issued without undue delay "and in accordance with any time periods identified by URCA." BTC questions the involvement of URCA and whether it is as a result of notification by the operator or through a complaint from a consumer. It is in the operator's interest to issue bills as soon as possible and BTC sees no necessity for URCA's intervention.

***(b) Do you agree with URCA's proposals in Part 5 regarding what Customers are entitled to from Service Providers and what Service Providers must do in relation to the provision and management of credit for services and products supplied? If not, why not?***

In reviewing Section 5.1.2 (i) of the Consultation Document, Service Providers will be required to provide payment (refund) by a date. Given that refunds are usually an outcome of some query or dispute, it is difficult in some cases to specify a specific date on a bill for a refund. This period for refund can vary.

***(c) What are your views on URCA's proposals in Part 5 for the Restriction, Suspension and Disconnection of a Customer's Services for non-payment of bills?***

BTC takes exception to the proposal for sixty (60) days or more for non-payment of the outstanding and undisputed account balance to have elapsed before the Service Provider can Suspend the Customer's Service as outlined in Section 5.13.4 of the Consultation Document. The period is excessive and further adds to operators' challenges with respect to recovery of bad debt. BTC proposes an alternative not exceeding forty five (45) days.

With respect to Section 5.13.7, BTC has no difficulty with the Service Provider having the discretion to disconnect a customer whose outstanding and undisputed account balance has been outstanding for ninety (90) days or more, or alternatively, where the Security Deposit has been exhausted.

***(d) Do you agree with URCA's proposal that late payment fees and reconnection fees charged by the Service Providers should be reasonable, proportionate to the costs incurred by Service Providers as a result of the late or non payment of Bills and should not represent or cause an inordinate burden to customers? If not, kindly suggest an alternative approach.***

BTC wishes to add that the costs incurred should also include the cost of money or working capital. There is a concern here that the proposal as put forward by URCA suggests a movement to regulate late payment fees and reconnection fees. Consistent with international best practices, Service Providers have had the latitude, within reason, to apply late payment fees and reconnection fees. There is an incentive to avoid excessive fees given the potential for customer churn. BTC notes URCA's statement with respect to '**an inordinate burden to customers**'. The notion of 'an inordinate burden to customers' is quite ambiguous and subjective at the least.

***(e) Should any other provisions be included in Part 5 or any removed?***

BTC advocates the removal of the phrase 'an inordinate burden to customers' as outlined in Section 5.14.1 of the Consultation Document. As for additions, in Section 5.1.2, provision should be made for the inclusion of applicable taxes, given the Government of The Bahamas' recent announcement with respect to the implementation of a Value Added Tax by July, 2014.

## **Part 6: Consumer Complaints Handling**

### ***Question 5***

***(a) Do you agree with URCA's proposals in Part 6 of the draft Consumer Protection Regulations regarding what Consumers are entitled to from Service Providers and what Service Providers must do in relation to handling and Resolving Complaints regarding the supply of Services and Products?***

Generally BTC is in agreement with the proposal in this part of the Regulations regarding what consumers are entitled to from Service Provider and what Service Providers must do in relation to handling and resolving complaints regarding the supply of Services and Products.

As a result of URCA's Consultation on "*Guidelines for Developing Licensee Consumer Complaints Handling Procedures*" (ECS 23/2011) and the Statement of Results and Final Determination issued in ESS 10/2012 on June 6<sup>th</sup> 2012, BTC developed a Code of Consumer Complaints Handling Procedures Relating to the Processing and Recording of Consumer Complaints which it published to its Customers and embedded into its care practices to ensure compliance as per Condition 18 of its Individual Operating Licence. Many of the procedures are therefore being used by BTC at this time.

We note the addition in the proposed Regulations of a special needs provision encouraging Service Providers to make adequate provisions for access and assistance for the elderly and the physically disabled with the process and we support this initiative.

We note the new provision under 6.4.7 at (d) with regard to delivering the Resolution offered within (10) business days. There may be some delay in the customer realizing the benefit of the credit, however. In instances where credit is applied by the Service Provider as the resolution, whilst the credit is applied immediately it will not be impact the Consumer until the next billing cycle which could be more than (10) business days.

Whilst BTC is appreciative of the ability at 6.7 to be able to charge for investigations requiring retrieval of records that are more than 12 months old, BTC questions whether the true cost is chargeable or whether imposition of a charge would be operate as a disincentive to the Consumer.

***(b) Do you agree with URCA's proposals in Part 6 regarding Service Providers' requirements for managing, monitoring, analyzing and reporting Complaints? If not, why not?***

With regard to URCA's proposals relating to Service Providers' requirements for managing, monitoring, analyzing and reporting complaints. BTC has no objection to the requirements.

***(c) Should any other provisions be included in Part 6 or any removed?***

BTC is of the view that in 6.4.6 the onus to escalate a Complaint to URCA which has not been resolved within (30) Business Days should be on the Consumer and not on the Service Provider.

At 6.4.7(f) BTC regards the written confirmation of the resolution (beyond any written offer) as labor intensive. It is BTC's practice to record the resolution details on its system.

At 6.6.1 BTC proposes alternatives to writing to the Consumer "*at the last known address*" which suggests a street or post office box i.e. address to now include e-mail and SMS/Text messaging and various electronic channels such as Facebook and Twitter.

At 6.8.2 BTC is of the view that a time limit should be imposed on the suspension of Credit Management Action on disputed charges so as not to prejudice the Service Provider's ability to pursue legal avenues to recoup monies owed within the requisite limitations periods.

## **Part 7: Customer Quality of Services**

### ***Question 6***

***(a) Do you agree with URCA's proposals in Part 7 of the draft Consumer Protection Regulations regarding the minimum Customer Quality of Service standard levels that Service Providers determined to have SMP by URCA should attain? If not, why not?***

BTC acknowledges the right of URCA to impose minimum customer quality of service standard levels that Service Providers should attain, as in the case of BTC, pursuant to its Individual Operating Licence and Condition 22 thereto in particular.

BTC and Cable Bahamas Limited have both been designated SMP providers pursuant to Sections 39 – 40 of the Communications Act, 2009 and Schedule 5 of said Act.

BTC, does, of course, have internal systems to measure and monitor its customer quality of service which, in turn, causes BTC to seek to improve those levels which are unacceptable to BTC. URCA will now, with the imposition of the customer QOS oversee BTC's activities.

At 7.2.2 BTC queries whether it is URCA's intention to approve the additional QOS standard or whether the intention is one of notification only.

It is noted also that BTC, pursuant to its Licence obligations presently has a Compensation and Refunds Policy which is displayed on its website.

***(b) Should any other provisions be included in Part 7 or any removed?***

No other provision should be included or removed in Part 7.

## **Part 8: Compliance and Monitoring by Service Providers**

### ***Question 7***

***(a) Do you agree with URCA's proposals in Part 8 of the draft Consumer Protection Regulations regarding the compliance and monitoring arrangements that apply to Service Providers under the Consumer Protection Regulations? If not, why not?***

Generally BTC as a going concern is concerned at the creeping bureaucratic administrative burdens being imposed on Service Providers in this Section and generally in these Regulations which are in addition to the existing quarterly reporting obligations. Our proposal is that this compliance and monitoring requirement in Part 8 be included in the quarterly report rather than as a separate annual exercise which should result in a more efficient and effective reporting mechanism that will allow for issues arising to be addressed in a more timely and proactive manner.

The compliance statement on behalf of the Company could be made by the Senior Executive in charge of Customer Service with the exception of the end of the fiscal year report when the CEO could endorse the Compliance Statement.

***(b) Should any other provisions be included in Part 8 or any removed?***

No other provisions other than the aforesaid should be included in or removed from Part 8.

## **Part 9: Compliance Reporting by URCA**

### ***Question 8***

***(a) Do you agree with URCA's proposals in Part 9 of the draft Consumer Protection Regulations regarding how URCA will report on compliance monitoring on a regular basis to ensure the overall effectiveness of the Consumer Protection Regulations? If not, why not?***

Generally BTC has no objection to the periodic reports with regard to Service Providers' compliance being published online and to ensure the overall effectiveness of these Regulations. BTC raises the following questions, however:

- i) How frequently will such progress reports be published?
- ii) With regard to (c) and (d), will this information and statistics be published on an anonymous basis?
- iii) With regard to (e) will the steps taken by Service Providers be reported on an anonymous basis?

BTC advocates that (c) (d) and (e) are published on an anonymous basis particularly as the same could reveal important network information which should be confidential.

***(b) Should any other provisions be included in Part 9 or any removed?***

No other provisions other than the aforesaid should be included in or removed from Part 9.



## **Part 10: Monitoring, Review and Amendments by URCA**

### ***Question 9***

***(a) Do you agree with URCA's proposals in Part 10 of the draft Consumer Protection Regulations regarding how URCA will monitor compliance with the Regulations, and periodically review and amend the Regulations? If not, why not?***

Generally BTC has no objections to URCA's proposals in Part 10 regarding how URCA will monitor compliance with the Regulations and periodically review and amend the Regulations, however, there are some points of concern which are outlined below.

With regard to 10.2.2, it is not clear at what stage of the industry compliance monitoring identification of non-compliance by the Service Provider would be notified by URCA. BTC advocates that as soon as URCA is notified by the industry group it should notify BTC of the Industry Complaint.

Again, at 10.7.2 clarification of the proposal that the Service Provider is not to address the Industry complaint until notification by URCA would be of assistance. BTC assumes that the order of action would be that BTC takes no steps until contacted by URCA with the compliance monitoring results. In fact, 10.2.2 appears to be a non sequitur given the fact that the Industry Complaints Section inclusive of the definition is not introduced until 10.7.1.

With regard to the possible sanctions available to URCA as set out at 10.8.4 and with particular reference to 10.8.4(c) to impose a financial penalty under Section 109 of the Communications Act, it is proposed by BTC that some parameters are set for the imposition, in particular, of financial penalties in relation to Consumer Regulations to ensure that penalties are not imposed arbitrarily and unfairly. In this regard BTC proposes a public consultation on the financial penalties under the Regulations.

Similarly instances in which a Service Provider's licence may be suspended or revoked should be delineated, after consultation with the industry, again, in order to remove the arbitrary imposition of such serious sanctions.

With regard to 10.10.2: the provision that commercially confidential information disclosed by a party (i.e. a Service Provider) will be required to be kept confidential by the subject of a complaint if URCA declares such information as commercially confidential, raises a concern as to what incentives there would be for the party lodging the complaint - likely an individual - to keep such sensitive information confidential. BTC proposes that such commercially confidential



information is released only to URCA and that the other party is instead advised that commercially sensitive information is a part of the resolution process and cannot be revealed/released other than to the Regulator because of its nature. In a highly competitive industry, a Service Provider cannot afford to have its commercially sensitive/confidential information released to the parties regardless of the circumstances and the Regulator should be expected to manage this component of the resolution process.

***(b) Should any other provisions be included in Part 10 or any removed?***

No other provisions than the aforesaid should be included in or removed from Part 10.

### **Schedule: Customer Quality of Service Standards (Pages 64-67 of 71)**

**Note:** Standards are numbered for BTC's convenience consecutively as they appear.

#### ***Question 10:***

***Do you agree with the Quality of Service Standards proposed by URCA in the Schedule of the draft Consumer Protection Regulations? Please give reasoning for your answer.***

1. Approval of Application for Service: Agreed.
2. Service Activation after approval: It is important to caveat these time limits with the proviso that the infrastructure is in place and weather permitting.

***(a) Fixed Voice: NP and GB – No more than (5) business days: BTC proposed 5 rather than 4 to allow a full week and to be able to fall back on the weekend if there are unexpected delays.***

***(b) Mobile Voice and Mobile Data: BTC notes that this service is subdivided into Postpaid and Prepaid and further notes that whilst BTC is satisfied that the one working hour for customers in all island can be achieved, the European standard is within twenty-four (24) hours. BTC also queries how the timelines are to be demonstrated as whilst the events create an audit trail there is no automated analytical ability on its platforms.***

**(c) High Speed Data Services and Connectivity**

*Again BTC would wish the proviso to be in place for infrastructure and weather permitting.*

*BTC's proposal is to increase to 5 business days for the reasons aforesaid for NP and GB.*

**(d) Pay TV:** *Whilst BTC does not yet provide this service BTC takes the position with the suggestion of a proviso as aforesaid and an increase to five (5) business days for NP and GB.*

3. Customer Scheduled Appointments: Agreed
4. Response to Customer Complaints: Agreed
5. Consumer Complaint Resolutions: Agreed
6. Repeated Loss of Service: Agreed
7. Fault Repair Time: *Again BTC proposes a proviso for force majeure events such as hurricane, flooding and other natural disasters. BTC proposes no more than six (6) business days for New Providence and Grand Bahama and no more than six (6) Business Days for all other islands.*
8. Wrongful Disconnection: *BTC's proposal is for two (2) working hours after notification.*
9. Reconnection after Disconnection for non-payment. *Agreed.*

## *Conclusion*

BTC has embraced the opportunity to participate in this Public Consultation on Consumer Protection Regulations. BTC agrees with many of the proposals in the Regulations and in others has proposed instances where improvement may be made. BTC takes a view on a number of items including but not limited to the following:

- Generally BTC has no objections to URCA's proposals regarding the monitoring of compliance but is concerned about the additional burden annual reports would impose. BTC proposes that compliance statement should be made on a quarterly basis at the time that reports are issued to URCA.
- BTC is concerned at the creeping bureaucratic administrative burdens being imposed on Service Providers under the Regulations which can impede commercial flexibility. Competition is the most effective form of regulation and market forces will ensure that Service Providers improve the nature of their services to their customers who have choices. Regulatory monitoring should therefore be the norm with regulatory invention only in identified cases.
- BTC has no objection to the requirements for handling of complaints. BTC is of the view, however that the onus to escalate a complaint to the regulator not resolved within a thirty-day timeframe should rest with the consumer not the Service Provider. URCA must remember that the Service Provider is in business to survive, to make a profit and to satisfy a number of stakeholders. Imposing unnecessary obligations on the Service Provider impedes productivity and over regulation can stifle growth and create an unlevel playing field.
- BTC is in agreement with the proposition that consumers are provided with accurate timely and up to date product and services information so that they are aware of matters that may have an impact on the decisions to enter into a contract with a Service Provider. BTC believes that an educated consumer will cause the standards of service and consumer benefits to increase of their own volition.
- Finally, BTC is concerned that attempts by a regulator to establish outer limits of security deposits is highly intrusive into the commercial operations of licensed operators and unacceptable because it reduces commercial flexibility. BTC trusts that the wisdom of retracting this provision will prevail.

In conclusion BTC is of the view that there is much merit in these proposed regulations but that they must be balanced and not unduly restrict the commercial freedom of communications providers (Section 24 Electronic Communications Sector Policy).

## **RESERVATION OF RIGHTS**

BTC has addressed the issues but reserves the right to comment on all issues and states categorically that the decision not to respond to any issue raised in this Consultation in whole or in part does not necessarily represent agreement in whole or in part with the position taken by URCA in said Consultation, nor does any position taken by BTC in this Consultation mean a waiver of any of BTC's rights in any way. BTC expressly reserves all its rights.