

Public Responses to ECS 07/2013

URCA Draft Consumer Protection Regulations

From: AdrianSJ

Sent: Wednesday, July 31, 2013 4:28 PM

To: URCA Information; URCA Consumer Support

Subject: 2013-07-31 [URCA Bahamas] Response to Consultation Doc. ECS 07/2013

Thanks for your allowance in the extension for input – unfortunately I was not able to complete due to time, and other obligations;

The following may help in your assessment of;

CONSULTATION DOCUMENT

ECS 07/2013

Publication Date: June 10, 2013

Closing Date for Responses: August 2, 2013

URCA on or before Friday, August 2, 2013.

Persons may deliver their written comments or submissions to URCA's Chief Executive Officer either:

- by hand, to URCA's office at UBS Annex Building, East Bay Street, Nassau; or
- by mail to P.O. Box N-4860, Nassau, Bahamas; or
- by fax, to (242) 393-0153; or
- by email, to info@urcabahamas.bs.

Page 3; 2

There is a possibility anti-competitiveness is not always harmful to consumers, and likewise competition is not always best for consumers.

Page 5; 2, iii

“ to encourage, promote and enforce sustainable competition...”

seemingly should be “to encourage, promote and enforce sustainable honorable competition...”, especially since it is believed ‘competition’ is not always good nor proper. The opposite can be for “monopoly” especially if the business is honorable and proper - unless this clarification is stated elsewhere prior to this entry. With this initiative there should also be a clause for maintaining suitable – not substandard - quality of product.

Page 5; 4

Seems here there may be a need for a type of public spokes person and correspondent, by URCA - there seemingly, should be no excuse for anyone concerned not to be aware of the requirements for operations and honesty – especially in light of the BEC concerns.

Page 8; 2b

consumer education;
This should include ethics - moral practices, and consequence for intentional deception.

Page 9; Sect 3.2, #1
See notes for Page 5; 2, iii

Page 10; 4
“ ... other jurisdictions has enabled URCA to ascertain those issues that needed to be addressed in the Bahamian regulations and to review international best practice ...”

Even though in most cases it is considered good to compare, there are still some cultural, and regional standards which should not be dismissed. This may be viewed as your house where the devices are general operations are guided by the utilities and laws of the land. However, the space allowed by those who dwell within are governed by the occupants – likely, the parents, mom, dad, etc.

Page 12;
1.2.1 “These Regulations shall apply to all Licensees having been issued by URCA” Why not all Licensees issued in the Bahamas?

This avoids the deceptive and manipulative clause of each entity must register with URCA. Remember the assurance seemingly should be given as the well being of each and the intent to assist each for the better.

Page 13
Consumer means:
a and b “ not for resale ... “

Consider the possibility of a service which is offered to a “consumer” and the consumer becomes a reseller/provider - the definition is needed for such. Example, post consumer agreement with Cable Bahamas and or ZNS, another agreement is made with HBO and a local entity for the local distribution and sale of production which was initially HBO's.

Page 14
Force Majeure “which is not reasonably within the control of a party”
This can be misleading since there are controlled occurrences by demolition experts etc. - hence, what if the expert is a client whose business or product was destroyed by a type of explosion.

Page 15, g
“words and expressions which are not defined have the meanings given to them in the Communications Act; and”

This should also be applicable to any other clause, explanation, etc which is not presented in the current document.

Page 16, 1.5.1

This section seems prone to deception by an entity even though registered with URCA – especially since URCA’s regulations supersedes all.

How likely is it for URCA to also become a body for consultation and contract drafting and or review? The section 1.5 implies the complexities which creates loop holes and contradictions.

Page 16, 1.5.2

A clip recommended, stating the courts and any other applicable / appropriate dispute resolution body/forum shall and can exercise their authority where and when suitable.

It is good, it seems, when dealing with international entities and archiving, to present documents in an applicable format. However, it seems best to ensure the persons you are representing and or regulating are able to understand with little or no explanation.

Page 16; 1.6.1

This is a good indication of a complexity which can cause more harm than benefit – not that this is in error or will cause more problems. This is noted only as an example. Many may simply substitute “these regulations” for section 45(2) in the Communication Act, where in the Communication Act governs these.

Page 17,

2.1.2 This is notable.

2.1.4 There seems a need for a minimum amount of airing days (preferably sequential days for maximum effect)

See note for Page 5; 4

Page18

2.2.1 “... avoiding unnecessary legal or technical terms ...” Seemingly this note should also be included in section 2.1.2, pg17

Page 19

2.3.1 What about payment methods, discounts, exception – unless in another section?

2.4 not seen was a clause for duration of bundled package, and the inclusion of switching, adding, etc. – clip or part addressed seen in 2.5.1; a

From: Dodger

Sent: Wednesday, July 31, 2013 12:06 AM

To: URCA Information

Cc: Roger Dean

Subject: Consumer Protection Regulations---Customer Scheduled Appointments

Good Day URCA,

In regards to the mentioned subject, I believe that the consumer must also honor their appointment that they agree with the Service Provider. If they however, the appointment is dishonored by the consumer, then they should be made to have to take scheduling for the next day or within the next 48 hours.

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Regards,

Roger "Dodger"

From: Sharlyn Smith
Sent: Thursday, July 04, 2013 9:56 AM
To: customerservice@btcbahamas.com
Cc: A. Gabriella Fraser
Subject: Monthly Statement - Mobile Phone

Good morning,

This email is the result of a recent telephone conversation I had with one of your customer service agents.

During this call, I was advised that the statement that I receive in the mail each month may not reflect accurately the amount owed to BTC at the date thereof. Your agent explained that the bills are sometimes "uploaded" late. As a result of this, the amount to be paid by the payment day will be more than the amount shown on the statement. I was advised that although my statement is dated the 22nd, the charges may not be "uploaded" until the 24th or the 28th. It seems that in the circumstances, the monthly statements provided are inaccurate at the dates thereof.

In my view, this is unacceptable. It is my expectation (and I believe it to be a legitimate one) that my monthly statement will accurately reflect the amount owed by me on the date thereon.

I am copying this message to the URCA so that this issue may be considered by it during the public consultation exercise to establish regulations for the protection of consumers launched on June 10th, 2013. In the meantime, I would be grateful for a reply.

Thank you for considering this matter.

Regards,
Sharlyn Smith

From: Deborah Weech
Sent: Wednesday, August 28, 2013 7:41 AM
To: Kathleen Smith
Subject: Cable Bahamas
Importance: High

Dear Ms. Smith,

My earlier email to you refers.

Kindly advise whether it is the intent of URCA to review Cable Bahamas' billing practices. Cable Bahamas bills for monthly services before they have been fully rendered and applies a late fee if payment is not made by the due date.

Example:

Service period: 01 Aug - 31 Aug 2013
Payment due date: 20 Aug 2013

Penalty for lateness: \$5.50

Thank you, in anticipation, for your urgent attention and response to this query.

Kind regards,

Deborah Weech