



Telecom Regulatory Authority of India



Consultation Paper

On

**Issues related to Quality of Services in
Digital Addressable Systems and Consumer Protection**

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Written comments on the consultation paper are invited from the stakeholders by 17.6.2016. Counter comments, if any, may be submitted by 01.07.2016. Comments and counter comments will be posted on TRAI's website www.trai.gov.in. The comments and counter comments may be sent, preferably in electronic form to, Prof. M. Kasim, Advisor (B&CS)-III, Telecom Regulatory Authority of India, on the e-mail: mkasim@trai.gov.in or ks.rejimon@nic.in. For any clarification / information, Advisor (B&CS)-III may be contacted at Tel. No.: +91-11-23237922, Fax: +91-11-23220442.

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Chapter 1

Introduction

- 1.1 Television broadcasting is one of the most popular means for mass communication in India. The success story TV broadcasting in India commenced in 1959 when Doordarshan commenced terrestrial TV transmission in Delhi. Terrestrial TV service witnessed major expansion and became popular during Asian Games held in Delhi in 1982. Subsequently, Satellite and Cable Television gained traction and prominence towards the end of the 20th century.
- 1.2 Terrestrial TV broadcasting continues to remain an exclusive domain of Prasar Bharati, while satellite and cable broadcasting are privatised. Private satellite channels are governed by the policy guidelines for Uplinking and Downlinking of TV channels issued by the Ministry of Information and Broadcasting (MIB). Cable Television services are governed by the Cable Television Networks (Regulations) Act, 1995.
- 1.3 As on 31st March 2016, MIB has granted permission to 869 satellite Television channels. The cable TV sector comprises of a large number of MSOs and LCOs serving almost 100 million cable TV subscribers. A large number of MSOs are small scale operators, and almost 70% of the total cable TV subscriber base in the country is shared among the top ten MSOs.
- 1.4 Government of India issued Guidelines for Direct-to-Home (DTH) broadcasting service in India in 2001. DTH offers distribution of TV services with addressability and choice to consumer without any intermediate entity. At this juncture, apart from Free Dish, free-to-air DTH services of Doordarshan, there are 6 pay DTH service providers in operation with an active subscriber base of 55.98 million.
- 1.5 Policy Guidelines for Internet Protocol Television (IPTV) services were issued by the Government in 2008 that permitted Cable TV operators, Telecom Service Providers (TSPs) and Internet Service Providers (ISPs) to provide IPTV services.

- 1.6 The Government in 2009 issued the policy guidelines for Headed-in-the-sky (HITS) to facilitate addressability and digitization in the far flung areas. At present there are two HITS operators in the country.
- 1.7 With an objective to bring in digitization and addressability in the analog cable TV sector, the Cable Television Networks (Regulation) Act, 1995 was further amended in 2011. Digitalization was planned to be implemented over four phases. Phase I, Phase II and Phase III of the cable TV digitalization were completed by 31.10.2012, 31.03.2013 and 31.12.2015 respectively. The fourth Phase of the Cable TV digitization is scheduled to be completed by December 2016.
- 1.8 Television sector in the country has witnessed significant growth over the years. With revenues of Rs. Rs. 47,500 crore in 2014, it constitutes around 46 % percent of the total media and entertainment industry. The TV industry has rich potential for further growth as television penetration in India still remains at approximately 60 percent of the total number of households in the country.
- 1.9 The Broadcasting and Cable Services came under the regulatory ambit of TRAI on 09.01.2004. TRAI is vested with the responsibility of ensuring orderly growth of the broadcasting sector while protecting the interests of the consumers at large. As per section 11(1)(b)(v) of the Telecom Regulatory Authority of India Act, 1997 as amended, TRAI is required to discharge, among others, the following function: *“lay-down the standards of quality of service to be provided by the service providers and ensure the quality of service and conduct the periodical survey of such service provided by the service providers so as to protect interest of the consumers of telecommunication services.”*
- 1.10 The Authority has undertaken several measures to protect the interest of consumers while facilitating the availability of broadcasting and television distribution services at affordable and competitive prices. In order to enhance the delivery of services to the consumers and also to protect their interests, TRAI has in the past issued Quality of service regulations for different delivery platforms such as Cable TV, DTH, etc. The first Quality of Service (QoS) regulations for distribution of TV channels was issued on 23rd August, 2006 to regulate the quality of service of cable television services in the CAS areas. Subsequently, QoS regulations for DTH services were issued in 2007. Similar regulations were issued for cable TV services in non-CAS areas in 2009 followed by the issue of such QoS regulations for digital addressable Cable TV in 2012.

- 1.11 The broadcasting sector has achieved significant level of digitization and it is expected to be completed by the end of 2016. In digital addressable system, TV services distributed through multiple platforms are available to consumers. In such scenario, consumer awareness about the service offerings, ease in subscription, service management and redressal of consumer complaints by the service providers in a time bound manner are vital areas of concern to ensure good quality of service to consumers. Towards this, there is a need to provide comprehensive QoS regulations not only for existing platforms like DTH, digital addressable cable system but also for emerging platforms like HITS and IPTV. Such measures will go a long way in facilitating healthy competition, transparency and growth. It is therefore important to focus towards a unified, platform agnostic, QoS approach for subscription, payment, billing and consumer care provisions.
- 1.12 In an era of increased availability of digital technologies, use of various ICTs by service providers can be effective in enhancing the quality of services. For example, use of registered mobile, broadcast mails etc. can form an excellent mode of communication between the service providers and the subscribers to disseminate short messages related to subscription, billing, complaints etc. Further, electronic payment, web enabled online complaint redressal mechanism, electronic CAF, etc can also go a long way in offering improved quality of services.
- 1.13 Adequate publicity of schemes and services offered by the service providers is important for increasing the reach and for enhancing consumer awareness to enable them in making an informed choice. Due to lack of adequate information, consumers remain unaware about the terms and conditions of offered services and also face difficulty in redressal of their complaints, thus leading to poor QoS. The information needed by the consumers in connection with availing and consuming the services such as details of packages, prices, a-la-carte rate of channels, CPE schemes and its maintenance provisions, complaint redressal process, timelines for various activities, refunds, and other related terms and conditions is required to be made available transparently to the consumers. This information also needs to be continually and widely disseminated to the consumers to provide ease of access and better consumer awareness.

OBJECTIVES OF CURRENT CONSULTATION

- 1.14 With multiple addressable platforms in the market and service delivery through several large and small service providers, there is a need to

harmonize existing QoS regulations and formulate unified regulations for all addressable platforms.

1.15 The objectives of current consultation are:-

- a). To develop an unified QoS regulatory framework for all addressable TV Platforms (DTH/ Cable TV/ HITS/ IPTV) bringing in enhanced efficiency and transparency.
- b). To ensure protection of consumer's interests by making them aware of the choices of services, terms and conditions of services, ease of subscription and speedy redressal of complaints.
- c). To ensure orderly growth and a level playing field for overall development of the broadcasting sector
- d). To encourage the use of Information Communication Technologies (ICT) towards improving the QoS.

BRIEF STRUCTURE OF CONSULATION PAPER

1.16 The paper is divided into four chapters. Second chapter deals with existing quality of service regulation for addressable systems in the broadcasting and television services. Third chapter highlights the issues that are related to QoS consultation. Fourth chapter summarizes all the issues for consultation.

Chapter 2

Overview of existing Quality of Service Regulations

- 2.1 The Authority suggested the Quality of Service (QoS) codes and guidelines for the cable TV industry in India for the first time in its recommendations on “Issues Relating to Broadcasting and Distribution of TV Channels” dated 1st October, 2004. In these recommendations, the Authority had made a mention of certain QoS codes and guidelines for the Cable TV industry, which included information to be provided to consumer at the time of installation of cable TV connection in addition to other aspects like complaint handling procedure, benchmarks to redress complaints and billing procedure. The framework provided broad guideline to cable operators towards meeting basic customer service standards in the delivery of cable TV services.
- 2.2 To regulate the QoS in areas served by Conditional Access System (CAS) the Authority issued “The Standards of Quality of Service (Broadcasting and Cable services) (Cable Television - CAS Areas) Regulation, 2006 (8 of 2006)” on 23rd August, 2006.
- 2.3 Thereafter, the Authority noted that the QoS regulations relating to QoS for CAS were also relevant in the case of DTH service as both were addressable platforms and many QoS issues were common to the above two delivery platforms, i.e. CAS and DTH service. The Authority issued “the Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007” on 31st August, 2007. Subsequently, these regulations needed to be amended to take into account many new issues that emerged. This resulted in the issue of Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) (Amendment) Regulations, 2009 on 12th March 2009. Through this amendment provisions were made regarding warranty; visiting charges, repair and maintenance charges during the period of warranty in respect of DTH Customer Premises Equipments which has been acquired by a direct to home subscriber on outright purchase basis. It was also mandated that the operators shall not change composition of a subscription package during first six months of enrolment or during the period of validity of subscription paid in advance.
- 2.4 The Authority had also noted the rising expectations of the viewers in Non-CAS areas in terms of the expected quality of cable TV services. Towards

this, the Authority issued “the Standards of Quality of Service (Broadcasting and Cable Services) (Cable Television Non-CAS Areas) Regulations, 2009” on 24th February, 2009.

- 2.5 In order to provide better choice to the consumer while protecting his interests, the Authority issued the Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable Systems) Tariff Order, 2010, on 21st July 2010, as amended. A provision was introduced in the said tariff order prohibiting an operator from increasing the subscription charges for a minimum period of six months from the date of enrolment of the subscriber for such subscription package.
- 2.6 The Government, on 25th October, 2011, issued an Ordinance amending the Cable Television Networks (Regulation) Act, 1995, paving the way for implementation of digital addressable cable TV systems in India. This followed by issue of a notification dated 11th November, 2011, laying down a roadmap for implementation of digital addressable cable TV systems, in a phased manner. The Ordinance dated 25th October, 2011, subsequently, in December, 2011, became an Act.
- 2.7 The Authority initiated a consultation process on 22nd December 2011 on the issues relating to implementation of digital addressable cable TV systems. The consultation issues included interconnection and QoS, amongst other issues related to -tariff and composition of Basic Service Tier (BST), retail tariff, tariff for advertisement free channels and revenue share between Multi-System Operator (MSO) and Local Cable Operator (LCO).
- 2.8 To address QoS issues in the Digital Addressable Cable TV systems, the Authority issued the “Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and the “Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 on 14th May, 2012.
- 2.9 Towards ensuring delivery of bill and issue of receipt by cable operators to subscribers, the Authority issued the Standards of Quality of Service (Digital Addressable Cable TV Systems) (Amendment) Regulations, 2015 (4 of 2015) on 25th March 2015. This provided for levy of financial disincentive, on MSOs, not complying with the provisions regarding billing and issue of receipt for payment made by the subscribers.
- 2.10 The QoS regulations for digital addressable systems (DAS & DTH) broadly include provisions related to procedure for connection, disconnection, reconnection, and transfer & shifting; complaint redressal mechanism;

protection against change in composition of the subscription package; set top box; billing & payments; manual of practice; technical standards; inspection and audit etc. Details of such provisions are enumerated in **Annexure-I**. Further, international practices relating to consumer protection are enumerated in **Annexure-II**.

Chapter 3

Issues related to Quality of Service and Consumer protection

3.1 Quality of Service (QoS) and the Quality of Experience (QoE)

- (a) Quality of Service (QoS) and Quality of Experience (QoE) are two important aspects related to performance of communication services. The QoS is defined as *totality of characteristics of a telecommunications service that bear on its ability to satisfy stated and implied needs of the user of the service*¹. The QoE is defined as *'The overall acceptability of an application or service, as perceived subjectively by the end-user*².’ QoS focuses on network performance parameters and their objective quantification as a set of service parameters whereas QoE focuses on user-perceived effects. Better QoS is expected to result in enhanced QoE. However, in this chapter, emphasis will remain on QoS issues and issues related to consumer protection.
- (b) Technical standards for delivery of broadcast TV signals over various distribution networks and for associated equipment are developed and notified by international/ national standardisation bodies such as Digital Video Broadcasting (DVB), European Telecommunication Standards Institute (ETSI), International Telecommunication Union (ITU), Bureau of Indian Standards (BIS), etc. The equipment used in the broadcasting chain are standardised to comply with the relevant technical standards that ensure compatibility. The DPOs have to follow the provisions of these standards. This helps ensure good quality signal and services to the consumers. As far as the technical framework for QoS is concerned, emphasis will be on ensuring applicability of relevant standards and use of standardized equipment rather than on re-defining aspects relating to the parameters
- (c) QoS issues include a consumer’s right to information relating to services such as subscription, maintenance, complaint redressal and consumer protection etc. A fair, transparent and well defined process for subscribing to the services, maintaining the service and also for grievance redressal in an easy and user friendly manner is desirable to take care of consumer interest. These provisions need to be quantified and prescribed as minimum performance benchmarks in the QoS framework. Compliance with these

¹Rec. ITU-T E.800 (09/2008)

²ITU-T P.10/G.100(2006)

benchmarks may be ensured through enforcement and monitoring provisions such as reporting, audit, etc. Periodic surveys/studies may also need to be conducted to assess the QoE in respect of the service provided to the consumers.

3.2 Contours of proposed QoS Regulatory Framework:

Indian broadcasting industry has over the years evolved considerably. Multiple delivery platforms have emerged due to advancements in television distribution technologies resulting in a competitive multiplayer business environment. Consumer choice has improved and consumption patterns have also witnessed changes. In such an environment, there can be many different regulatory approaches for ensuring Quality of Service. These are discussed in the following paragraphs:-

(a) Self Regulated QoS framework: DPOs voluntarily arrive at a consensus to define their QoS parameters, declare it to the subscribers and comply with the same on a voluntary basis. This approach requires the least regulatory intervention. India is a large country wherein a large number of DPOs are providing services across the entire length and breadth of its geography. Most DPOs have a small subscriber base. In the absence of effective competition, there is also no incentive for a DPOs to improve upon the QoS. Effectiveness of such a framework in absence of the regulations is debatable and may militate adversely against the interest of a subscriber. Barring a few cases where consumer awareness is very high and multiple service providers compete to provide the service, effectiveness of such a framework may be poor.

(b) Regulation by an Industry led body: In this approach, the broad contours for a QoS framework will be defined and formulated by the regulator. The industry will then need to set up a body which may consist of multiple stakeholders across the value chain. This body may then work out the detailed QoS regulations within the prescribed framework for the DPOs. The body will also undertake monitoring to check and ensure compliance. This approach will require minimal regulatory intervention. However, powerful players in the industry may acquire a dominant influence on the QoS framework. This may lead to challenges in ensuring uniform consumer across a diverse consumer base.

(c) Regulated QoS framework: The regulator will lay down a detailed framework for QoS while judiciously balancing the conflicting interests of various stakeholders, including consumers. The regulator will also need to

put in place a mechanism to check and ensure compliance. This approach requires a higher degree of regulatory intervention and involvement in enforcement, auditing, etc. However, the subscriber is assured as the service provider has to comply with the comprehensive provisions of the QoS Regulations.

Issue for consultation:

Q 1. *What should be broad contours for a QoS Regulatory framework for digital addressable systems? Please furnish your comments with justification.*

3.3 Uniform QoS regulatory Framework:

(a) TRAI has in the past issued various regulations, tariff orders, directions etc. for ensuring quality of service and consumer protection. These have already been summarised in detail in chapter II. A close examination of the present regulatory framework clearly demonstrates that the existing provisions cater to specific distribution platforms and were aimed to address prevalent issues at that time. This has created complexities in implementation by various DPOs while also rendering it difficult to create awareness amongst consumers. In digital addressable systems, TV services are delivered and managed by different platform operators in vastly similar manner with minor variations. From a consumer's point of view, uniformity in the QoS provisions is a user friendly feature. Since all DPOs will disseminate a standardised uniform QoS framework, there would be consistent consumer awareness. Moreover, a customer's service experience would be platform agnostic. It may therefore be a real need for developing a consistent and uniform QoS regulatory framework across all addressable platforms.

(b) Even from an industry prospective, the entire broadcasting sector is upgrading towards digital addressable broadcasting TV system, Consumer protection is a primary issue of the concern to encourage growth in the sector. Absence of a consistent uniform across various platforms will create complexities in reporting, audit and monitoring that would not serve the purpose and interest of either the consumer or the industry. As is appears, there emerges a good need for a uniform regulatory framework with consistent provisions for addressing the issues related to QoS and consumer protection across all addressable platforms. There may however be cases, where some parameters may not be technically amenable for

implementation in case of a given platform. Comments of the stakeholders are invited on this vital issue.

Issue for consultation:

Q 2. *Should there be a uniform regulatory framework for Quality of service and Consumer protection across all digital addressable Platforms? Please provide your comments with justification.*

3.4 Issues related to Quality of Service (QoS)

The present consultation paper aims to holistically look at various consumer concerns relating to Quality of Service and prescribe a suitable regulatory framework. Various QoS issues have been captured for consultation and are discussed in paras to follow.

3.4.1 Subscription to services

(a) *New Connection:* Customers need to be provided with all relevant information regarding availability of various services provided by different operators in his area. This information should, *inter-alia*, include, details of the services such as channel prices, packages/bouquets, Set-top-Box (STB)/ Consumer Premise Equipment (CPE) schemes, consumer care details and various other QoS performance indicators so as to enable the consumer to compare and select an appropriate service. Information as to how to obtain a new connection should also be provided. This information thus empowers a e customer in making an informed choice as per his individual preference.

(b) Distribution Platform Operators (DPOs) are expected to ensure utmost transparency with regard to dissemination of information regarding services being provided to their subscribers. It has however been noted that the required information is either not easily accessible or it is placed on the website in a manner that is not customer friendly. It has been observed that many DPOs seldom provide information regarding various options relating to packages, CPE schemes, a-la-carte price of channels, and customer care details in a transparent manner. In case of Cable TV services provided by smaller MSOs, the information is made available only through Local Cable Operator (LCO). In such situations customer is compelled to make a subscription decision based on information that may not be incomplete or incorrect, resulting in dissatisfaction and disputes that could have been avoided. It is imperative to have a well laid out framework that is

structurally suited to provide information to a consumer. These aspects have also been deliberated in para 3.5.1 of this Chapter.

(c) Once a customer has decided to subscribe to a particular service, various options should be available to him for requesting a new connection. A number of methods besides the conventional customer care number, such as an online portal, SMS, e-mail may then be provided to enable a customer to place a request for a new connection.

(d) The service provider needs to respond to a new connection request within a reasonable time frame and communication sent thereafter to the prospective consumer whether or not its technically feasible to provide a connection to him. . If its feasible to provide the connection, then the CAF must be filled up and completed. The new connection/ CPE will then have to be installed. The details in the CAF need to be updated on the SMS with activation of the service within a reasonable time thereafter. The time limit may be defined after completion of the CAF formalities by the consumer. As per current regulatory provisions, the service should not be activated without populating the CAF information on the SMS. Once information filled in the CAF is captured on SMS and subscribed service is activated, the consumer becomes an active subscriber of the DPO.

(e) The process above consists of several distinct milestones. At present different timelines have been prescribed for each of these milestones depending on the type of platform. Reasonable timelines for executing actions towards each achieving each milestone depend upon several factors such as the platform type, subscriber location , geographical and environmental conditions etc. There is also a need for suitable coordination between the service provider and the consumer to agree upon a mutually convenient time to carry out the activities.

(f) Further to the discussion above it needs to be brought out that in cable sector the CPE is provided by the MSO/LCO whereas in DTH it is provided through a distributor. DTH being a pan India service, may need to cater for connection requests from remote and/or far flung areas. In this case defining a tight time limit for provision of new connection may not be easily implementable on the ground. On the contrary, in local/hyper local areas, where only one MSO/LCO is providing services in that location, it may be relatively easier and faster for a service provider to provide a new connection. Thus common timelines if any may require to accordingly cater for such scenarios.

(g) There could however be a counter view of the industry that in digital addressable systems multiple competing DPOs may cater for providing services to the consumers and in such a competitive environment the DPOs may undertake to provide connections to consumers in an expeditious manner to further their business interests. Hence there may be a view that there is no need to prescribe any time lines for getting and activating a new connection the matter is best left to DPOs. There could thereby be two practical approaches to resolve the issue. One approach could be to define and prescribe such reasonable timeline within the QoS regulation itself (timelines for various activities related to getting a new connection will need to be explicitly laid down). An alternative approach would be to let the DPOs may themselves define the timelines and declare the same transparently to the consumers.

Issue for consultation:

- Q 3. *Should timelines relating to various activities to get new connection be left to the DPOs for transparent declaration to the subscribers? If so, how can the interest of the subscriber be best protected if the connection is not provided in given time frame?***
- Q 4. *What should be the time limits for various activities, as mentioned below, to get new connection? Please provide your comments with justification.***
- (a) *Response time for processing new service request and conveying feasibility of providing connection at the desired location***
- (b) *Time line for completion of CAF, installation and activation of service***

3.4.2 Consumer Application Form

(a) The Consumer Application Form (CAF) is the fundamental basis for an agreement between the consumer and the DPO. Thus it needs to be filled up with the utmost care and precision. The information captured in CAF is an essential requirement for activating and managing the services for a consumer through the Subscriber Management System (SMS). Presently, paper CAF is being used by the DPOs and a manual process is followed for updating it on the SMS. It has been observed that some DPOs have an exhaustive format for CAF. In few cases, the font size of the information contained in the CAF is extremely small causing difficulty in reading. As a result, customer might find it difficult to read and fill the CAF correctly after perusing all the terms and conditions of services mentioned therein.

Inability to do so may lead to errors leading to disputes and complaints at a later stage. The CAF should capture all essential details of consumer and the services that are subscribed to and therefore be crisp, simple, readable and user friendly. In the telecommunication sector, the font size for the CAF has been prescribed so as to make it easily readable.

(b) It has also been observed that different DPOs use different formats for CAF. It is noticed sometimes even essential information has not been adequately captured in the CAF. Hence, there may be a need to prescribe the essential information that need to be included in the CAF. Broad guidelines and suggestions for formulating a standardized format for CAF are given at **Annexure-III**.

Issue for consultation:

Q 5. *Should minimum essential information that must be included in the CAF be mandated through regulations so as to maintain basic uniformity? Give your suggestions with justification.*

Q 6. *Should minimum font size be specified for CAF? If not, how can it be ensured that important information provided in CAF is given in a manner such that a consumer can read it easily?*

3.4.3 Electronic CAF (e-CAF)

(a) Manual processing and storage and of millions of paper CAFs creates operational difficulties. As a proactive measure, TRAI, has already issued advisory to all DPOs that they can use an electronic-CAF (e-CAF) if they so desire. The e-CAF may bring operational and economical efficiencies in the process of providing and managing services to the customers. The e-CAF may be easy to access and integrate with the SMS eliminating manual intervention for keying in information.

(b) It has been observed in digital addressable systems that the SMS assumes significant importance as it is not only central to provisioning of services to the consumers but also vital for accounting and sharing of revenue amongst the stakeholders. Ensuring authenticity of subscribers' data however remains an area of concern. It is felt that it may be useful to capture the Aadhaar number of a subscriber and seed it into the SMS of DPOs. Since e-CAF are likely to simpler to integrate with an Aadhaar based database, it may become easier to carry out consumer authentication and also effect payments in future.

(c) Smaller DPOs may however not find it economically viable to implement e-CAF. The DPOs therefore may need to be given the option to either use the existing system of manual CAF, migrate to e-CAF format or continue to use both as per their operational convenience. It is opine that there needs to be commonality in the format and information that needs to be captured in both types of CAF. It is hoped that such an uniform implementation of CAF will be accepted and by the DPOs.

Issue for consultation:

Q 7. *Should use of e-CAF be facilitated, encouraged or mandated? Please provide your comments with justification.*

3.4.4 Manual of Practice (MoP)

(a) The present regulatory framework provides for DPOs to publish Manual of Practice (MoP) which *inter-alia* contains details of DPO, customer care and the terms & conditions related to subscription of service. As per present regulatory framework, a copy of the manual of practice shall be provided by DPOs to each subscriber at the time of subscription of service. It has been noticed that a few DPOs have made the MOP a part of the CAF which makes the CAF unduly large and the information is given in CAF using smaller fonts. Sometimes information related to regulatory provisions is also included in the MOP that is not in simple language and consumer may find it difficult to understand the content clearly. Cases have also come to the notice wherein important consumer oriented information is not provided. This defeats the very purpose of providing a MOP to the consumer. It is also observed that MOP is also not being made available to the consumers by many DPOs.

(b) As per existing regulations, the a DPO in cable TV sector is also mandated to publish a Consumer's charter. The information contained in the MoP and Consumer's charter appears to be very similar. The existing formats for the MoP and Consumer's charter are given at **Annexure-IV**. While providing information related to a consumer's rights and protection in the MOP may be important, it is also important that uniformity in providing the information to consumers under digital addressable system is ensured and multiple regulatory provisions are accordingly harmonized.

(c) It may be appropriate if the MOP is provided separately in a clear and readable format to a consumer and it contains all consumer centric information which is essential in connection with availing the services

offered by the DPOs. Such information may include details of services, schemes, details relating to consumer care, grievance redressal, time lines for providing various services, obligations etc. A copy of the MoP has to be given to each subscriber at the time of his subscription of service. The MoP may also be made available on the DPO's website and also provided to a subscriber through other means like his registered email id. The information contained in MoP also needs to be updated regularly so that current information is provided to the consumers.

Issue for consultation:

- Q 8. *Should the minimum essential information to be included in the MoP be mandated through regulations to maintain basic uniformity and to ensure that consumers get all relevant information about the services being subscribed?***
- Q 9. *What should be the minimum information to be included in MOP? Please provide details with justification?***
- Q 10. *Should it be necessary to provide a printed copy of MOP to all the customers at the time of subscription to the service? If not, how it can be ensured that all required information is available to subscribers when required?***

3.4.5 Initial subscription period

(a) Initial subscription period may have different connotations for different stakeholders. While subscribers may want that the terms and condition of service especially the charges to be paid for a given service should not be changed to the detriment of the subscriber at least for a minimum period that is specified during the provisioning of the service, DPOs may argue that a subscriber must initially commit himself for a minimum period of service as DPOs incur certain costs towards laying down the the necessary infrastructure for providing a new connection at consumer premises. Further, DPOs may sometimes provide service connection under a discounted scheme. The initial costs and any discounts are borne by the DPO assuming that the subscriber will continue to subscribe to services for a certain minimum period.

(b) If an initial minimum subscription period is considered, then terms and conditions for the such an initial subscription period needs to be clearly defined with a view to protect the interest of the subscriber. Subscriber must in no way be forced to give an advance payment to DPOs. Such

subscriber protection is necessary as higher upfront costs towards service acquisition may actually adversely affect the long term business interests of the DPOs resulting in poor customer acquisition.

(c) If many restrictive conditions are put on a subscriber to continue with a subscription during initial subscription period, and the service provider fails to provide satisfactory quality of service to the subscribers, safeguarding the consumer's interests also becomes an important issue. A consumer subscribe to services knowing fully well that that the service and prices etc. will not change adversely for some time. Their interests should also be protected against such adverse changes in service quality or an increase in prices during the initial subscription period.

From a DPO's perspective, any change due to contractual agreements with content providers may indirectly force them to revise the service composition or price, thereby making it difficult for him to maintain the initial subscription terms during the initial subscription period.

A foolproof mechanism may thus be required while taking into account various conflicting issues related to initial subscription period and at the same time ensuring that interests of all stakeholders are reasonably protected. One can argue in favour of a simplified approach wherein an initial subscription period, say three months, may be considered. The consumer gets adequate service and price protection while the DPO also gets a minimum subscription protection. The subscribers should be able subscribe to additional channels or packages during this period also.

Issue for consultation:

Q 11. *Should there be an initial subscription period while providing a new connection to protect the interest of both the subscriber as well as DPOs?*

Q 12. *If so, what should be the duration of such initial subscription period?*

Q 13. *What protections should be provided to subscribers and DPOs during initial subscription period? Give details with justification?*

3.4.6 Non availability of channels on platform:

(a) Instances have been reported wherein the composition of the service is changed by the DPOs by dropping channels from the subscribed bouquet

without informing the subscriber. Also sometimes, a new channel is substituted in place of an earlier subscribed channel that is now dropped without seeking consent of the subscriber. The present regulatory provision lays down that in case a subscribed channel is likely to become unavailable on the DPO's platform then, the subscriber must be intimated in advance and the DPO is required to publish a notice to this effect in the newspapers. Another channel of similar genre can be offered as a substitute channel, subject to the consent of the subscriber. If the subscriber chooses not to give such a consent then the he is to be accordingly compensated

(b) There are a large number of DPOs and their operational areas may vary from national level presence to smaller spans that may cover only a district or even smaller areas. Publishing advance information in the newspapers may of relevance in case of a DPO who spans a larger area . It may however not be of much use in case of smaller DPOs with limited reach. Since any such advance notice is primarily meant for the information of the subscribers, publishing it in newspapers does not appear to be an efficient method to serve the intended purpose. An alternate approach for better publicity of such information to subscribers may be through utilizing "in channel" means such as Broadcast Mail, Scrolls, Home Channel etc especially when the networks are already digitised. The DPO may therefore make effective use of these methods also or any other new methods in addition to issuing notices in newspapers that in effect results in improving the reach and spread of such information to the subscribers.

(c) The existing norms prescribe that once a channel is dropped from the platform, an alternate channel of similar genre can be offered to the subscribers subject to the subscriber's acceptance of the offer. In the current scenario such acceptance may be obtained through various digital communication means such as SMS, email, IVR provisions etc. or through other methods.

(d) In case a subscriber does not accept the offered substitution and the channel continues to be unavailable for say more than 24 hours period; the DPO may reduce the subscription charges appropriately for the dropped channel for the said duration. The calculation of reduction may be related to a-la-carte price of the channel, average price per channel price calculated over all channels in that bouquet or relate to the proportionate a-la-carte price value of the channel in that bouquet. A framework for reduction of subscription charges for dropping of channel due to its non-availability on the platform needs to be worked out while keeping in mind the interests of the DPOs and also the subscribers.

Issue for consultation:

- Q 14. *What should be the framework for compensation to the subscriber for dropping of a channel due to its non availability on the DPOs' platform?***
- Q 15. *How should the reduction in subscription charges be calculated in case of discontinuation of channel from DPOs platform? Please provide your comments along with justification.***

3.4.7 Disruption in service

(a) The signals from distribution networks of the service providers may also undergo disruption due to various reasons. It can be due to a planned maintenance activity or due to technical faults in the distribution networks or due to any other force-majeure.

(b) It has been observed that a large number of complaints from the subscribers originate due to disruption of services. In case the of disruption has arisen due to planned maintenance activity in the network of DPO, the subscribers may be given an advance notice indicating expected time and date of resumption of service. As per the existing provision, a minimum time period of at least 15 days of notice has been prescribed. The subscribers may also need to be required to be suitably compensated by waiving of the subscription charges during the period of disruption of services. In case a disruption is caused by sudden technical failure in the DPOs network, and if such disruption of service continues for a longer period, say more than 24 hours, the subscribers' interests are required to be protected by suitably compensating them for the period of such disruption in of services.

(c) Disruption may also arise due to a technical fault of CPE at the subscriber's end. Such faults need to be rectified as early as possible by the DPOs. As per existing regulatory provisions, majority of the no signal related complaints (more than 90%) from subscribers are required to be redressed within 24 hours from the of receipt of a complaints. In case, during the redressal process it is found that fault related to CPE may require further time for time repairing /replacement as the case may be, it may be in consumer interest that till such time the services are restored, no subscription charges may be charged from the subscribers except for the CPE rent of CPE, if applicable.

(d) In case of a disruption in service due to any other force-majeure causes, it may be reasonable that DPOs and subscribers may be indemnified of their liabilities towards maintaining the services for the said duration of disruption. Sufficient cause to such force-majeure disruption may need to be shown so as to protect the interest of the subscriber as well as the DPO.

Issue for consultation:

Q 16. *In following cases what should the maximum permissible time of disruption beyond which subscriber must be compensated?*

(a) Disruption due to technical fault on the DPO network or at the subscriber's end

(b) Disruption due to technical fault of CPE at the subscriber's end

Q 17. *In following cases what should be the duration of disruption in service warranting compensation to the consumer and how the compensation should be calculated?*

(a) Continued Disruption due to technical fault on the DPO network or at the subscriber's end beyond the pre specified time.

(b) Continued Disruption due to technical fault of CPE at the subscriber's end beyond the pre specified time.

3.4.8 Shifting of service connection

A subscriber may require shifting of connection due to transfer or movement from one place to another. In case of a pan India DPO (Specially National MSOs, DTH or HITS), it may be possible to provide the service at new location subject to technical feasibility. In such a case, subscriber may request the DPO for shifting and installing the connection at the new location. The process of re-installing the connection at the new location may require re-examining the feasibility and subsequent similar steps as applicable to provision of a new connection. The procedure and timelines as applicable for obtaining a new connection may also be made applicable the case of shifting of a connection.

Issue for consultation:

Q 18. *What should be the framework and terms and conditions for shifting of connection including timelines in respect of PAN India DPOs where provision of connection at new location is feasible?*

3.4.9 Transfer of service connection to another consumer

A subscriber may wish to transfer his connection to another consumer either at the same location or at a different location. In some cases, subscriber may hand over the CPE and the connection to another person while moving out of a place of residence without informing the DPO. The services continue to be availed by the new person in the name of earlier subscriber. In this case, the information on the SMS become inaccurate. The subscriber may also opt to dump the CPE and this may result in creation of e-waste. Since in a digital addressable system, the SMS is a centrally crucial system, capturing the accurate information in respect of a subscriber is of even greater importance. Provisions for transfer of service from one subscriber's name to another subscriber may address this issue and also help reduce e-waste. Transfer of service may require an NOC from an existing subscriber, filling up of a new CAF for verification of details of the new subscriber to whom the services are transferred etc. In case the location of the connection is also being changed at that instance, the process of transfer may also require examination of the feasibility and subsequent steps similar to as applicable to providing a new connection. The procedure and timelines as applicable for obtaining a new connection may also be applicable to the case of transfer of service connection.

Issue for consultation:

Q 19. *Is there a need to prescribe procedure for transfer of the TV connection? If so, what should the procedure, terms and conditions for transfer of services connection and timelines?*

3.4.10 Temporary suspension of service

(a) Services can be temporarily suspended either by DPOs or upon a request from the subscriber. The present regulatory framework provides that no charges (other than the charges in respect of CPE) be levied upon the subscriber for the period of discontinuation of the services by the operator on his own accord and also upon such a discontinuation request from the subscriber or for any other reason. No charges are payable for

activation and resumption of such services. The subscriber requested suspension of service is restricted to a 'calendar month' or a multiples of it and shall not exceed three calendar months. Instances have come to the notice of TRAI that some DPOs do levy activation charges for resumption of services from the subscribers.

(b) The deactivation and re-activation of the service requires does involve an effort on the part of the DPO. DPOs may argue that if such suspensions are permitted for a longer period, and at frequent intervals, then it may begin to affect their revenue estimation and business planning. Further, even returns on deployed resources will not be adequately compensated. It may also be alleged that such provisions can be misused by a subscriber by resorting to frequent requests for suspension. As such, there appears to be a need to relook at the existing provisions and strike a reasonable balance between the interests of the stakeholders.

Issue for consultation:

Q 20. *What should be the framework to address the concerns of stakeholders (Subscribers and DPOs) relating to temporary suspension of service?*

3.4.11 Closure of service

(a) The service can be closed either by the DPOs or by the subscribers in case they are unable to continue with the service agreement. The DPO may be required to close the service due to its own reasons such as business closure, or due to non-receipt of payment or any other contractual defaults on the part of a subscriber. In both the cases, a well defined procedure has formulated and put in place so as to safeguard the interests of the DPO and the consumer.

(b) *Sudden closure of service attributable to defaults by a subscriber:* It has been observed that DPOs may close the subscribed services immediately in the event of any default in payment by the subscriber. This creates a sudden death of the services without any prior information or notice and this may not be viewed as a consumer friendly approach. The consumers may argue that a fair notice or information is necessary before such drastic action for closure of service is adopted by the DPO. In absence of any such prior notice or information, a subscriber may need to run from pillar to post assuming that non-receipt of TV program may be due to some fault. They also argue that at least FTA channels of their bouquet may be made available to them *ad interim* in such cases. It needs to be emphasised that

the FTA channels are provided free to the DPOs by the broadcasters expecting that they will be viewed by a larger number of subscribers. The DPOs also enter into commercial deals with broadcasters assuring higher penetration of their FTA channels. Therefore stopping the service suddenly is not only against the interest of the subscriber but also against the interest of other stakeholders. The DPOs argue that subscribers are well aware about the billing cycle and last date of payment as it does not get changed every month. Further, a time of generally 7 days is given after the last date of payment. Any additional time will only create additional financial burden as they have to make payment to the broadcasters on time. Further, some of the subscribers may not pay for the subscription for the period they did not get pay channels resulting in avoidable dispute.

- (c) In the telecommunication sector, a gradual approach is adopted to give a better quality of experience to the consumer. It may be appreciated that abrupt closure of services on account of a delay in payment may adversely impact healthy consumer-provider relationship and may also affect subscriber retention. Therefore, closure of services due to initial default in payment may be done in a gradual manner. One option could be that pay channels may be stopped first, while allowing FTA channels for specified days (say 7 days) from the date when payment was due. If the default continues even after this period, DPOs may close all the services. DPOs may argue that situation of Telecom service is bit different from the broadcasting sector. Extension of time for payment while permitting free to air channels may only create more disputes then solving the problem.
- (d) *Closure of business:* Distribution of broadcasting television services is like any other business activity. Therefore, DPOs may also close down the business. In such situation, it is imperative that the subscribers should be informed well in advance through various modes of communication so that they can find alternative DPOs to avail service. Therefore, there is a need to prescribe the minimum advance time period that the DPO must observe to inform the subscriber before closing down of their operations. Sometimes licensor/registering authority may also cancel the license /registration granted to the DPOs for violation of terms and conditions of licence/registration resulting in a closure of the DPO platform. The present practice in such scenario has been that DPOs whose license/registration is cancelled are asked to wind up their operation by a specified period and they are directed to inform the subscribers through various communication means about closure of their services.
- (e) Information to a subscriber at least 21 days prior to closure of the DPO platform is important and essential so that the subscriber can find an

alternate DPO to provide the services. The medium of such communication has to be effective so that information reaches the subscriber in a timely manner while it remains cost-effective to the DPO. Though provision exists to notify such closure of service in newspapers but it may be argued that this may not be most effective method. Comments of the stakeholders are invited as to what should be most effective framework for such communication to the subscriber.

Issue for consultation:

Q 21. How issue of abrupt closure of service due to non payment can be addressed while protecting the interest of subscribers and DPOs?

Q 22. Is gradual closure of service as discussed in para 8.23 is a feasible option? If so what should be procedure and the framework?

Q 23. What should the procedure and timeframe to inform the subscriber regarding closure of service due to closure of business?

3.4.12 Customer Premises Equipment (CPE)

- (a) Customer Premises Equipment (CPE) plays an important role in receiving good quality service. The CPE primarily consists of a STB (also parabolic dish antenna (PDA) and low noise block converter (LNB) in case of DTH) which enables access and decoding of TV broadcast signal. From a consumer's perspective, several issues such as availability of CPE/STB at a fair price, payment terms, quality of CPE, compliance with approved standards, warranty, and maintenance during service subscription period are important issues. Once a consumer acquires a service connection from a DPO he should have the option to switch to another DPO if he is dissatisfied with the services. A well defined framework with clear terms for CPE return or surrender need to be put in place for protection of consumer interest.
- (b) TRAI has prescribed several measures in the existing regulations to safeguard the interest of consumers and to ensure better quality of service. Three basic schemes for providing CPE to the consumers have been prescribed. These schemes are outright purchase, hire-purchase and rental schemes. The operators have also been permitted to offer other schemes where the CPE can be bundled with the service subscription. It has also been observed that some operators introduce a large number of bundled schemes wherein the CPE is offered with service subscription. In such schemes, the details pertaining to the CPE and offered service subscription are not transparently specified to the consumers. Owing to this, the

consumer often remains in the dark about the ownership and maintenance terms of the CPE.

- (c) To ensure consistently good quality of the equipment, BIS specifications are to be complied with by the DPOs for the CPE/STB offered by them. The existing regulatory framework prescribes for technical interoperability of STB in DTH, and provisions for commercial interoperability in general.
- (d) As per the existing regulatory framework, a subscriber is also free to buy a set-top box of approved quality from the open market, if available, which is technically compatible with the system of the multi-system operator and the DPO shall not force a subscriber to buy, or take on rent, or on hire purchase a set-top box only from the DPO alone.
- (e) From a consumer's perspective, it is of utmost importance that information about the existing provisions discussed above is made available to him in a transparent manner. It is observed that information related to CPE schemes mandated by TRAI is not disseminated widely amongst the consumers and they are unaware of the options available to them. Thus they end up selecting from whatever options are offered to them by the DPO without an adequate knowledge of all the terms and conditions that apply. This opaque provisioning of CPE is one of the main causes of consumer complaints.
- (f) Another important issue from a consumer's perspective that relates to CPE/STB is that if a subscriber is dissatisfied with the services offered by a DPO, and wants to switch to other DPO, he does not know what is to be done with the existing equipment. A consumer would wish that the CPE provided to him on out-right purchase basis, hire-purchase basis, rental basis or under any other schemes of the DPO should not be rendered useless and they should end up being forced to buying new equipment every time he switches a DPO for any reason whatsoever. The CPE/STBs provided by a DPO as of now is not an off-the-shelf open source item and is mostly proprietary to that DPOs. It would be largely in the interest of the consumer that there be a framework with well defined provisions for return or surrender of the CPE/STB.
- (g) One simplified option could be to deduct a standard depreciation based on useful life cycle of the CPE/STB (say 25% if returned within a year, 50% within two years, 75% within three years). This depreciation scheme for return of CPE may be implemented easily if the cost of CPE/STB is declared transparently in the CPE scheme at the time of subscription to service. In case of rental scheme, a security deposit may be charged by the DPO to safeguard their interests. A detailed framework for security deposit and

refund process is already prescribed in the existing regulatory framework. In case of a rental scheme, depreciation is not applicable and only refund of security deposit may be required as the ownership is always with the DPO. In order to protect the interests of consumers, if the customer is made to purchase CPE/STB under any purchase scheme, then he should be either given a choice to surrender the CPE/STB, if need be or the CPE/STB should be made interoperable with other existing service providers.

- (h) Another common problem reported by subscribers relates to repair of the STB/CPE in case of technical faults. In most cases a subscriber has no clue as to how and where the equipment repair can be effected. On approaching the call centre they are informed that the guarantee is over and they will have to pay for repair charges and also for the visit charges by the service personnel. There exists no frame work for repairing and servicing of such equipment in general. In such a situation, the consumer is left to the mercy of the DPO as no standard norms and practices to resolve such issues presently exist.
- (i) From a consumer's perspective, a simple and a well defined framework for CPE/STB maintenance may be very helpful in improving the QoS and enhancing customer satisfaction. One way could be that for all CPE/STB schemes, the information related to guarantee/ warranty and maintenance provisions thereafter may be made mandatory for disclosure to be notified along with the schemes. Annual maintenance contract (AMC) is a common practice for maintenance of electronic equipment. Whenever a new STB/CPE is acquired by a consumer, it should be issued with standard guarantee/ warranty period during which it has to be repaired or replaced free of cost. Thereafter provision of an AMC could be offered to the subscriber. This may be implemented for all schemes except rental scheme wherein the maintenance remains the responsibility of the DPO throughout the period of the scheme.
- (j) The existing approach to provide CPE/STB is opaque and does not appear to be consumer friendly. The DPOs, where ever applicable may self regulate the number of bundled schemes to a reasonable number for ease of the consumers and also for regulatory reporting and compliance. The detailed terms in all schemes such as price of STB/CPE, taxes, security deposit, rental, duration of hire purchase, instalment charges, and activation charges, guarantee/warranty, maintenance terms, return/ surrender terms etc. may be explicitly defined and disclosed during the offer. This information may be widely published and informed to the consumers in a transparent manner at the time of subscribing to services.

- (k) The STB technology is changing due to advances in data compression technologies, evolution of new content formats, and inclusion of new applications and features in the STB. As of now, STBs are designed to receive services from one dedicated platform, but in future integrated STBs and connected STBs are likely to become available. These changes in STB features call for a regular churn of existing STBs. In such a scenario, the consumers should also be offered a fair choice for upgrading their existing CPE/STB so that it is not rendered a loss and thereby end up contributing to the ever increasing e-waste.
- (l) Simplification and clarity in such schemes may ensure enhancement in the quality of service to the subscribers. In order to make the CPE schemes comprehensive and transparent, following essential information may be transparently made available to the consumers and TRAI for all schemes offered by the DPO.
- Type of scheme (Rental/ outright purchase/hire purchase/ bundled)
 - Cost of CPE
 - Guarantee/ warranty
 - Maintenance provisions after guarantee/ warranty
 - Return/ surrender provisions of CPE on closure of service

Issues for consultation:

- Q 24. *Why uptake of mandated schemes for set top box (Outright purchase, Hire purchase, and on rent) is so low at present? How consumer awareness on these issues can be increased?***
- Q 25. *What should be the consumer friendly common framework of CPE Schemes for providing CPE to consumers in digital addressable system? Please provide your comments with justification?***
- Q 26. *What should be minimum essential information related to a CPE scheme that must be made available to the consumers to safeguard their interests? Please provide your comments with justification.***
- Q 27. *What measures may be adopted to ensure availability of good quality CPE to consumers?***
- Q 28. *Should any charges such as visit charges, etc. be charged from the subscribers during guarantee-warranty period?***

- Q 29. *What should be provisions for maintenance of CPE after the expiry of guarantee- warranty period?***
- Q 30. *What should be the simplified provisions for surrender of CPE in case of closure of service by the subscribers in order to protect their interest?***

3.4.13 Technical standards for signal and network parameters

- (a) All DPOs must ensure adherence to predefined technical parameters in order to ensure good quality of picture and voice, for TV broadcast signals transmitted. These parameters are normally defined in the standards framed by the international/ national organizations and compliance with these parameters is to be ensured by the delivery platforms. These standards are generally open standards which enable compatibility with different equipment in the distribution chain. However there could be a few service parameters that may be specific to a particular delivery platform and these may be prescribed for ensuring availability of good quality signals across the delivery chain. These parameters may thus vary from one type of platform to another. A generic framework for laying down the applicability of relevant standards, as notified by the international/ national organizations such as Digital Video Broadcasting (DVB) / IEC/ ISO/ IS/ BIS etc. from time- to-time is required to be laid down to ensure good quality of signals along the distribution chain right upto the subscriber's premises. In this regard some technical standards already prescribed by the Authority are indicated in para 18 of Annexure-I.
- (b) From a consumer's perspective, high quality of picture and sound are important for better viewing experience. It has been observed at times that the DPOs resort to using extremely high compression parameters for particular channels, resulting in poor reception quality and frequent freezing of the audio and video in that particular channel. This problem becomes even more critical in case of DTH particularly during bad weather, when some channels continue to be available whereas others are no longer decodable by the receiver. Sometimes individual audio levels across different subscribed channels are found to be significantly varying in intensity. This makes it inconvenient for a consumer switching channels as the volume needs to be readjusted every time the channels is changed. Such anomalies may also require to be prevented in the interest of the consumer by specifying essential norms that address such concerns.

Issues for consultation:

Q 31. Please suggest the standards and essential technical parameters for ensuring good quality of service for the following digital addressable platforms:

- a). Digital Cable TV**
- b). DTH**
- c). HITS**
- d). IPTV**

3.5 Issues related to Consumer protection

3.5.1 Publicity of information and consumer awareness

- (a) Availability of service related information such as packages, prices, and conditions of service, complaint redressal mechanism, etc. are of vital importance to a consumer. Dissemination of such information empowers consumers to take informed decisions in service selection and consumption. Widespread availability of such information also helps in strengthening consumer awareness about complaint redressal process, rights and DPO's obligations with regard to subscribed services. A better informed consumer who is vigilant also becomes a deterrent force that helps to ensure better QoS to all other consumers.
- (b) Even though hundreds of TV channels and packages are available to a consumer to choose from and adequate regulatory provisions are already in place but with poor consumer awareness and non-availability of adequate information, the consumers often find it difficult to subscribe to services as per their choice and preferences.
- (c) Sometimes a large number of packages with multiple variants are offered by the DPOs to the consumer who may find it difficult to examine and select an appropriate offer. The information about the packages, their composition and prices etc is not provided in a simplified manner. Sometimes the packages also get changes too frequently thereby creating even more confusion at the consumer end. This results in more complaints from consumers and also creates barriers for improving content monetization as non-availability of easy to use information may hinder consumers from subscribing to more services.

- (d) TRAI's regulation mandates that the DPOs must have their websites where all consumer centric information must be made available. Many DPOs have also implemented this provision. However, the information provided on some of DPO websites is either incomplete or not displayed in a user friendly manner. Consumers complain about the lack of ease in finding the relevant information on some websites as it is scattered over different links on multiple pages. Service information dissemination may be made consumer friendly and implemented across DPOs so as to provide consumers easy access to search, select services and also enable grievance redressal.
- (e) There can be numerous methods to publicise services and enable information dissemination to the consumers. Websites are a popular method for service providers to do so these days. The provision of web based customer care portals may be made more useful and effective. Broader contours for dissemination of relevant information to the consumers may be standardised across platforms. One such option to put in place a common framework could be to implement a "Consumer Corner" link on the DPO websites as detailed in the following paras.
- (i) "Consumer Corner" link may be provided by DPOs on their homepages. The link tab be made prominently visible to make it easily noticeable and this will help navigate the consumer to a page on which all essential consumer centric information be made available. The page may also contain login provisions for existing subscribers who may be provided access to additional subscriber related information.
- (ii) The "Consumer Corner" page may contain all essential information required for making consumers aware of the services being offered by the DPO, while indicating pricing and other terms and conditions in a transparent and unambiguous manner. The information may contain the following but not be limited to:
- List of channels on platform :
 - FTA channel and a-la-carte price
 - Pay channels and a-la-carte price
 - CPE Schemes :
 - Scheme type, CPE price, and other terms and conditions
 - Guarantee/ Warranty terms
 - Maintenance provisions of CPE, AMC etc.

- Information on “BST” and how to get it
- List of packages : Name, channel composition, price
- Consumer Agreement Form (CAF)
- Manual of Practice
- Call Centre contact details
- Complaint redressal process
- Provisions for obtaining a new service connection
- Provisions for temporary discontinuation/ shifting/ transfer of service connection
- Provision for surrender of CPE and closure of service
- Existing subscriber Login

(iii) The existing subscribers’ page may contain all information related to the subscriber’s subscription and account. Appropriate access methods may be used for authentication process. The following information related to the subscriber, may be made available:

- Access to subscription account
- Completed CAF access/reprint
- Subscription details of service and CPE scheme
- Bill / usage details for last six months subscription, Provision for printing of bill
- Payment details for last six months
- Payment provisions
- Complaint registration
- Complaint redressal timelines
- Complaint monitoring provision
- Toll Free Number and other call centre contact details
- Nodal officers, appellate authority contact details
- AMC, if any

(iv) While websites can be an effective tool for dissemination of information and also for complaint redressal, there may be millions of subscribers who either do not have access to website or are not internet savvy. An alternate method of publicising information in such cases may be through utilisation of “in channel” means such as Broadcast Mail, Scrolls, Short advertisements on Home Channel, and Landing Channel etc. The toll free number and other call centre contact details including telephone numbers of call centre can be easily disseminated to the existing subscribers by running periodic scrolls. DPOs can therefore make use of these methods or any other new methods

to generate consumer awareness campaigns about services, mandatory disclosures and for communicating with the subscribers. The existing means of traditional communication may also be used to supplement the aforesaid efforts.

- (v) It has however been found that the “in channel” communication provisions have been sometimes misused by broadcasters and DPOs to push notices and messages in a manner such that it obstructs the normal viewing of TV channels by the subscriber. It is therefore necessary that all information which is sent over the “in channel” method conform to certain norms that adequately safeguard the quality of the consumer’s experience. Use of onscreen graphical messages to subscribers may be prohibited on channels subscribed by a user. Such information can however be presented in any manner on the landing channel or home channel.
- (vi) Critically important consumer centric information such as Toll Free Number of call centre, email address of call centre, etc. can also be disseminated through periodic scrolls that run over subscribed channels. Such scrolls may be repeated periodically say monthly during such time so that it is likely to be noticed by the viewers.
- (vii) Broadcast Mails are extremely useful for sending targeted communication to a subscriber. Use of BMail may be encouraged to send subscriber specific communication such as billing information, subscription reminders, payment notices, complaint docket number, complaint resolution information, activation and deactivation alerts etc.
- (viii) The Mobile Number and Email registered by a subscriber with the DPO, are being used effectively by some DPOs for authentication, subscription and payments and communication with the subscribers. The use of registered mobile for various services may be encouraged by all DPOs. For example it can be used for activating subscription requests, seeking subscribers consent for change in service, informing him about complaint number and its redressal etc. Such provisions are likely to go long way towards improving the QoS.

- (f) The Indian broadcasting sector has DPOs with diverse capabilities as far as their subscriber bases and their geographical areas of service are concerned. While the DTH operators and a few large MSOs may cater to millions of subscribers with a presence that could be pan India, there are also a large number of smaller MSOs/LCOs in the country with limited subscriber base as they operate over smaller areas of presence. The existing regulatory provisions prescribe that DPOs set up their own websites. The smaller players in the DPO space may however find it difficult to establish a well set up website for information dissemination, customer care, complaint registration, monitoring and follow-up etc. Since a standardized uniform QoS framework aims to provide unified QoS provisions for all DPOs it would be appropriate to ensure that even smaller DPOs are enabled so as to adhere to a common QoS framework. One possible option to achieve this could be to allow DPOs to outsource the implementation of their website based QoS activities as per the QoS provisions to a third party. This third party agency could then set up and operate the websites and the associated QoS activity of one or more DPOs.

Issues for consultation:

- Q 32. *What are the different methods to effectively increase consumer awareness?***
- Q 33. *How consumer related information can be effectively provided to Subscribers through DPO website. What minimum information should be provided through consumer corner?***
- Q 34. *Can outsourcing to the third party for various web based operations be permitted especially for smaller DPOs?. If yes, what precautions are taken to ensure that such provisions are not misused?***
- Q 35. *In case of the use of “In Channel” communication means, what should the guidelines for running scrolls or other onscreen displays, so that it does not adversely impact the viewing experience?***

3.5.2 Subscriber Consent for change of service

It has been observed that add on packages or active services are sometimes enabled for a subscriber without his knowledge and consent.. This often leads to complaints and disputes as there are no provisions in the existing framework for recording a subscriber’s requests. On addressable systems, DPOs may offer a subscriber numerous options for subscribing to additional

services beyond the traditional monthly subscription service. Some possible options may be pay-per-view, pay-per programme, pay-per-day etc. In such a scenario, frequent short term subscriptions or one time subscriptions are bound to occur. In order to protect the interests of consumers, such one time activation of add-on-packs or services should not happen without obtaining an explicit request or consent of the subscriber. The registered mobile number may be used for obtaining such confirmation from a subscriber and such an SMS may also be recorded for certain duration to settle possible disputes if any that may come up in the future. A well laid down transparent procedure for recording the consent of a subscriber and also to communicate such change in the subscribed services to the consumer may be useful in improving the QoS.

Q 36. What options can be used for verifiability of subscriber communications for any change in service or provision of additional service?

Q 37. What should be the duration to preserve such verifiable subscriber communications requesting change in service or provision of additional services at DPO level?

3.5.3 Service offering and service packages:

- (a) At present the retail tariff is under forbearance and the flexibility of packaging and pricing of TV channels lies with the DPOs. It has been observed that in case of DTH services, hundreds of service packages at different price points are provided to consumers whereas in case of cable services relatively limited numbers of packages have been made available. Very large number of packages (in thousands) as well as very limited number of packages are against the best interest of a consumer. Packages offered by DPOs need to be widely publicised to the consumers and while their details such as name, composition and price etc are also required to be filed with the Authority for regulatory monitoring. It goes without saying that a large number of packs on offer may actually be awkward and difficult for a consumer to choose from while very limited number of such packs may not offer adequate choice to the consumer.
- (b) The consumers is also not empowered with an easy to follow procedure that makes the process of new subscription or change in the composition of channels/bouquets user friendly experience.. ICT technologies can now be easily harnessed to advertise the available content and also make the subscription process simpler and user friendly. One such method that has

already been adopted by DTH operators wherein use is made of a subscriber's registered mobile number to subscribe to an additional channel or change the composition of a bouquet. Mobile apps that further simplify such activity may also be developed to further simplify such activity.

Issue for consultation:

Q 38. *What should be optimal number of channel packages which meets the subscriber demand and are well understood by the subscribers?*

Q 39. *How the package offerings can be improved in case of cable TV services so that effective choice is made available to the consumers?*

3.5.4 Billing provisions

- (a) A subscriber who has subscribed to service from any DPO would want in his bill the consumption details of a service for which he has been charged by the service provider. The bill gives details of the charges billed towards channels, bouquets, CPE, taxes etc. At present both pre-paid and post paid methods of payment are being followed in the broadcasting sector. In case of DTH, online pre-paid method is prevalent; while in case of cable TV sector manual payment method is largely prevalent. Subscribers many a time raise the issue that payments are taken from them in advance but with delay of few days, their connections are disconnected. DPOs argue that they receive payments from LCOs in post paid mode only though LCOs may charge the subscribers in advance. Never the less, the payment of subscription fees for the services is generally done on a monthly basis.
- (b) TRAI has prescribed both pre-paid and post-paid methods of payment to be followed. Subscribers thus have the choice to opt either for pre-paid or post paid billing system. They can also switch over to the other system any time by putting a request to the DPO. The existing framework stipulates that the subscriber shall be billed generally on a monthly basis and the entries in the bill shall be itemised to indicate the price of individual channels or bouquet of channels along with the name of channels in the bouquet in addition to the charges for CPE and applicable taxes including value added services availed by the subscriber. The bill shall also contain the Service Tax Registration Number and the Entertainment Tax Registration Number of the DPO. In case of a pre-paid system, the existing regulatory framework provides that subscribers can obtain his usage details of the last six preceding months on demand. In the existing regulatory framework the DPOs are mandated to provide bills to the subscribers. TRAI can also

impose a financial disincentive and initiate further necessary action under TRAI Act in case of a violation of the prescribed provisions.

- (c) While it has been observed that many DPOs have already implemented pre-paid method, however, detailed monthly usage for which billing is done, has generally not been provided to subscribers. In many instances, only the account balance is informed. In case of post paid bills the system continue to remain in a rather primitive state where manual billing and payment are still rampant. Such legacy practices introduce avoidable overheads and bring in inefficiencies into the process.
- (d) It may be in the interest of a consumer to provide him detailed information about the consumption charges through various methods notwithstanding the type of payment methodology adopted. It may also be beneficial for the stakeholders to encourage pre-paid method and provide a subscriber with online access even for post-paid billing. The subscriber has to be provided with monthly bill through multiple means that may include but not be limited to hard copy, soft copy over e-mail, broadcast mail or through online access to his account.
- (e) ICT usage can now enable service providers to enable a subscriber to access his bills both in pre-paid and post paid cases on a web portal. . The bills/ usage details can be auto generated and also issued to the subscribers on their registered email ids. A subscriber can also query and access the billing information through an interactive SMS service using his registered mobile number. They can have freedom to view and obtain bill printouts while online.
- (f) In-channel communication methods such as broadcast mails and on-screen notices may also serve as useful tools to communicate with a subscriber about his monthly bill and payments. These methods however need to be used such that they do not affect quality of viewing of TV channels as discussed in para 3.5.5.
- (g) With a convergence of broadcasting and telecom services, it is a need of the hour that such facilities may be extended to subscribers. This would help in reducing complexities in generating bills, maintaining accounts and reporting the monthly subscriber base to broadcasters and also the regulatory authority. Issue of bills also helps in bringing in transparency in the value chain and prevents incorrect charging of the consumers.
- (h) Payment methods are getting revolutionized due to proliferation and use of ICTs. Today, the subscribers have access to numerous means to pay for the

services. In DTH sector, online payment, mobile payments, e-recharge coupon payments, etc. are being adopted by the DPOs. These not only ease the subscription and payment process, but also help in better monetisation of services. Therefore flexibility in providing even such payment options need to be encouraged for the ease of the stakeholders.

- (i) The situation in cable TV sector is different. The mode of payment in cable TV sector continues to be manual collection through LCOs. , LCOs submit that as they have a last mile relationship with the subscriber and they own the last mile infrastructure that is operated and maintained by them, they provide the services over this infrastructure and hence they must collect the payment from the consumer. If such payments are now made by subscribers directly to the DPOs, they will continue to remain in dark about who has paid and who has not. They have also raised concerns that the pre-payment method may adversely affect their control over the subscribers. If pre-payment is to be encouraged in Cable TV services where the services are distributed by LCOs appropriate provisions may need to be built into the framework so as to safeguard the interests of the LCOs. One possible option could be that the DPO provide an LCO limited access to his served subscriber database. The LCO can then transparently access all billing information, subscription information etc. of his served subscribers. Further, service activation, deactivation requests can also be processed by the LCO through such remote access. This mechanism would however require appropriate interconnect provisions for adjustment of prepaid revenue realised by the DPO. Other possible options may be where LCOs pay monthly subscription through e-recharge on behalf of their subscriber using pre-paid terminal while he continue to collect the subscription from the subscribers. This will drastically reduce the payment disputes between LCOs and MSOs and subscribers will be protected from disconnections for want of payment or degradation of the service where payment disputes arise between LCOs and MSOs.
- (j) *Billing cycle:* It has been noticed that there are numerous billing cycle related complaints against DPOs. Some DPOs adopt a 30 day month as a billing cycle unit while some others follow a calendar month as the unit. There is thus a need to standardize the billing cycle for both pre-paid and post paid methods. In case a subscriber joins in say anytime within the duration of the month, his bill can accordingly be adjusted to bring him under the regular monthly billing cycle.
- (k) *Separation of billing for service and maintenance of CPE:* Numerous consumer complaints have been received alleging that deduction is made by DTH operators for visit charges /maintenance and repair charges of CPE

from the pre-paid subscription account of the subscriber without any intimation to the subscriber. This becomes a bone of contention leading to subscriber dissatisfaction. One option to address this issue could be to have a clear cut separation of charges related to subscription and other payments related to CPE maintenance wherein charges towards CPE maintenance activity are not deducted from the pre- paid subscription account of the subscriber and any such charges are realized separately either physically during the visit of the technician or through separate e-recharge..

Issues for consultation:

- Q 40. *Whether the choice of Pre or Post paid method should be mandatorily made available to the subscribers?***
- Q 41. *What should be the essential information contained in the monthly Bill/ Usage details to be provided to subscribers in post paid or pre-paid system?***
- Q 42. *Should pre-paid method is encouraged in case of cable TV services provided though LCOs? Support your comments with justification.***
- Q 43. *What should be the billing cycle both for pre-paid and post paid? Please give your comments along with justification.***
- Q 44. *Should deduction of maintenance related charges for CPE from the pre paid subscription account be prohibited?***

3.5.5 Call Centre for customer care:

- (a) A Call Centre provides the simplest means for a customer to make enquiries and escalating their problems related to services provided by the DPO. At present, call centre operations are generally integrated with an IVR system in order to handle a large volume of calls and to also provide auto-resolution of simpler queries. The IVR system has an option for auto-registration of complaints and if need be, the consumer can also speak to a customer care executive. The Call Centre therefore becomes crucial for services provided by a DPO to the consumers.
- (b) Accordingly TRAI has laid down QoS regulations for the TV broadcasting services to be implemented by the DPOs as already discussed in detail in Chapter II. The DPOs are mandated to set up a Call Centre for redressal of

complaints and for addressing service requests of consumers. The centre for a given service area shall provide the services in the local language of that service area in addition to Hindi and English and shall be accessible to all consumers through a Toll Free customer care number with adequate number of lines. The first level of the IVRS provides for language selection, the second level provides for options relating to the broad categories of complaints and service requests and the third level provides for a sub-menu under complaints and service requests, separately; with an option that further enables a consumer to converse with a consumer care executive.

- (c) As per the existing regulations for cable TV sector, the Call Centre shall be accessible to the consumers between 08:00 hrs and 00:00 hrs on all days of the week. The IVR response shall be such that eighty percent of calls are answered within twenty seconds and ninety five percent of calls are to be answered within forty seconds. For voice-to-voice calls, eighty percent of calls shall be answered within sixty seconds and ninety five per cent of calls are to be answered within ninety seconds.
- (d) The above provisions were made for specific and are not uniformly applicable across all delivery platforms. In digital addressable system the existing QoS provisions are to be extended and made applicable uniformly across all DPOs. The process of registration of complaints, redressal process and applicable timelines are also required to be reviewed and harmonized for various platforms. More emphasis is required to be laid on the use of ICTs such as registered mobile numbers, email, web-based complaint filing, in-channel communication means, etc. to provide better QoS to consumer with regard to availing services from DPOs. As discussed earlier under para 3.8, the DPOs have differing subscriber bases and geographical presences. One way to bring in parity in setting up of a call centre may be by allowing the DPOs to outsource their call centre operations to a third party agency which may then operate such services on behalf of one or more DPOs.
- (e) At present a two-tier complaint redressal system has been prescribed. The first level is at Call Centre and the next level is the Nodal officer. TRAI also takes cognizance of complaints of generic nature i.e. complaints affecting a large number of consumers. These generic/ systematic problems are taken up with the DPOs for resolution or redressal. The two-tier complaint redressal system is also required to be extended uniformly across different delivery platforms to bring in parity in the offered QoS.
- (f) Consumer feedback indicates that poor awareness about call centre, nodal officer and the complaint redressal mechanism among the consumers is major area of concern. This has already been dwelt upon earlier under

publicity of service information and consumer awareness. Provisions as proposed under para 3.5.5 are likely to improve consumer awareness about the call centre.

- (g) Consumers also complain that they find it difficult to get through to the call centre through the toll free number. One way to address the problem and improve response time may be to link the number of the Toll Free lines with the number to subscribers being serviced by a Call Centre of the DPO (say one line per ten thousand subscribers). This may help mitigate the problem of toll free access and help ensure compliance with the QoS performance parameters related to response time prescribed in the existing framework. Customers also complaint that it is practically impossible to talk to customer care executive as there is either no option in IVR to talk to customer care executive or it is too cumbersome. In this regard it is worth consideration that provision for talk to customer care executive must be mandated at third level of IVR system.
- (h) Accessibility of the Call Centre may also be extended so as to provide for 24x7 service on a round-the-clock basis. The existing regulations prescribe that call centre requests may be handled by IVR and customer care executives during 8:00 to 00:00 hrs. However these provisions may need to be amended to provide round the clock access by a consumer.
- (i) *Consumer complaint and redressal:* One of the major components of quality of service provided by any service provider is the complaint redressal mechanism set up by a DPO. The basic purpose behind complaint redressal mechanism is to provide a user-friendly and hassle free way of registering complaints that ensures speedy redressal in a time-bound manner. Absence of a well defined framework for complaint redressal mechanism leads to customer dissatisfaction.
- (j) The complaint registering process may be simplified. Once the complaint is registered by a subscriber on IVR or call centre, the complaint number and the likely redressal duration may be informed to him using any one of the available options such as SMS, email, bmail, etc. and the complaint should also be updated in his online account. Once the complaint is attended to, communication should be sent to the subscriber through similar means while informing him of the resolution of the complaint. The contact details of the nodal officer/appellate must also be communicated to him in case he continues to remain dissatisfied with the resolution and wants to pursue the same at the next level of complaint redressal.

- (k) A large number of complaints are reported by DPOs to the Authority in their reports for regulatory filing. The figure for a recent quarter in case of DTH was over 50 millions. This might be because of all such calls landing on a call centre may be reported as complaints. The categories of complaints on the IVR or categorization by call centre may require a careful re-examination to analyse and identify the actual number of complaints. Redressal of such large number of complaints is a huge challenge for DPOs. This also affects their compliance with the performance bench marks as prescribed by the Authority. It may be necessary to prescribe a complaint redressal benchmark for say the number of complaints registered and further redressed per 100 subscribers to assess and rate the QoS across DPOs.
- (l) As per the existing QoS regulations, in case a consumer remains dissatisfied with the redressal of his complaint by the Complaint Centre, or his complaint remains unresolved or unaddressed, such a consumer may approach the concerned Nodal officer of the concerned service provider. The subscribers have raised the concerns that their complaints are not effectively addressed many a time. The response from the nodal officers is also not encouraging. Many a time no response is received from the nodal officers. In such a situation, views of the stake holders are invited as to how the effectiveness of the redressal mechanism can be increased.
- (m) *Complaint Monitoring System:* As per existing provisions of the QoS framework, operators are also required to maintain a record of complaints and their redressal by the Call Centres and Nodal Officers for assessment and verification of compliance with the performance parameters. The QoS regulations also have provisions for inspection and audit of these and other relevant records. It may be a difficult and time consuming process to manually inspect and audit the records of a large number of operators. The existing regulatory framework therefore mandates that every MSO or his linked LCO is required to establish a 'Web Based Complaint Monitoring System' to enable the consumers to monitor the status of their complaints. Such complaint monitoring provisions may also be relevant and useful for other platforms. DPOs may therefore develop online complaint registration and monitoring systems in addition to the traditional call centre approach. This will help enable electronic access, maintenance and reporting of vast amounts of data. The DPOs may consider implementation of a proposed "Web Based Complaint Monitoring System" and other web based QoS provisions through a third party agency which may set up and operate a common system for one or more DPOs.
- (n) Hence, there seems to be a need put in place a comprehensive framework for call centre operations and redressal of consumer complaints in the

digital addressable regime so as to provide a transparent, speedy, effective, independent and affordable complaint redressal and monitoring mechanism. The Authority solicits the views/suggestions of stakeholders for improving the existing framework.

Issues for consultation:

- Q 45. *How Toll Free number and call centre details can be widely publicised among the subscriber?***
- Q 46. *How response time and accessibility of call centre including that of the Call centre executive can be enhanced?***
- Q 47. *Please provide your comments on the following performance parameters discussed in preceding paras related to call centre?***
(a) Call centre availability hours
(b) Multiple languages in IVR
(c) Response time for answering IVR and voice to voice calls
(d) Sub menu and accessibility of customer care executive
- Q 48. *What should be the timelines for complaint resolution for different type of complaints at call centre and Nodal officer level?***
- Q 49. *Can outsourcing of call centre and web based complaint monitoring functions to third party help in increasing efficiency and compliance levels?***
- Q 50. *What should be the innovative ways to develop a speedy user friendly complaint registering and redressal framework using Mobile Apps, SMS, Online system etc.***

3.6 Issues related to QoS compliance and reporting

- (a) **Submission of PMR and other compliance reports:** At present QoS compliance and reporting is done through Performance Reporting Reports (PMRs) and other reports sought from time- to-time. PMR for DTH and cable sector are filed on wider bases and include the QoS performance parameters. Based on consumer and industry feedback, a number of performance factors that affect QoS are proposed and included in the PMR so that an effective mechanism is in place for ensuring better quality of service. The Authority intends to lay a strong emphasis on the digitisation of

PMR formats so as to enable the process of preparation and submission through electronic means. This is expected to bring in greater efficiency into the process while benefitting all stakeholders across the value chain.

- (b) **MIS and Database for Broadcasting sector:** TRAI is also in the process of developing a MIS that collects and archives relevant data that pertains to stakeholders. This data may also be relevant towards analysis of QoS with a view to provide even better quality of service so as to continue improving upon the existing system. The operators may also be given limited access to the MIS to update information and data related to them.
- (c) **Audit for QoS Compliance:** Audit is an important aspect of ensuring the compliance with provisions of the QoS regulations. The QoS compliance records may be verified through periodic or random audits. As present there is no provision in the QoS regulations for audit of such records to enable verification of the compliance with the QoS provisions. It is proposed that a system be evolved to put in place a suitable framework for carrying out such audits. The stakeholders may offer their comments and suggest the nature, scope and processes for building a framework for carrying out such audits.
- (d) **Survey for QoS to consumer:** In addition to laying down the standards of QoS to be provided by the service providers, it is also important that compliance, delivered QoS and subscriber satisfaction are also assessed and measured. In the telecommunication sector, periodic surveys are conducted through approved research agencies and the results of such surveys are also published in the public domain. This has helped in improving the QoS framework and QoS delivered to the consumers. A similar provision for TV broadcasting sector may be necessary in digital addressable TV system to compare the actual findings against the Quality of Service benchmarks as notified by TRAI so as to identify the critical areas for improvement of the sector. The views of stakeholders are sought on the provision and modalities of conducting periodic surveys for QoS compliance and consumer satisfaction.
- (e) **Financial disincentives for non compliance:** TRAI has laid down several regulations for ensuring QoS. While the DPOs generally comply with these provisions, however on many occasions, violations have been noticed to be adversely affecting consumer interests. In some cases the violations are repeated. At present there are no provisions for financial disincentive in the existing QoS regulations for non-compliance with the prescribed QoS norms in broadcasting sector. TRAI has made provisions for imposing financial disincentives in the telecommunication sector on service providers for non-compliance with the QoS benchmarks, false reporting of compliance with the benchmarks and also for failure to submit compliance reports. Since

broadcasting and telecommunication services are witnessing fast convergence in a growing digital regime, a similar provision may also be considered for TV broadcasting sector to improve upon the QoS delivered to the consumers. The views of stakeholders are solicited on the framework, processes and the appropriate quantum of financial disincentives.

Issues for consultation:

Q 51. *What should be framework for implementation of electronic PMR?*

Q 52. *What should be framework for auditing of the records for QoS regulatory compliance by DPOs? Please suggest appropriate measures along with justifications.*

Q 53. *What should be framework for carrying out survey for QoS compliance and subscriber satisfaction?*

Q 54. *What should be the framework and quantum for financial disincentives for non compliance to the prescribed QoS benchmarks? Please suggest appropriate measures along with justifications.*

3.7 Miscellaneous issues related to consumer protection

- (a) **Messages to the subscribers:** Sometimes DPOs are forced to drop subscribed channels from the bouquet /a-la-carte for various compelling circumstances such as disconnection at the broadcaster side, default of payment etc. In such a situation, the existing practice has been that when the consumers select such channels, a message appears directing the consumer to contact the cable operator. The subscriber then subsequently contacts the LCO. In DAS, the SMS and the subscription, activation and deactivation process is managed by the DPO. The LCO needs to forward the consumer request for subscription, activation and deactivation to DPO. In order to restore the channels speedily, if the consumer must approach the DPO, to avail quicker resolution of the problem. In this scenario, a clear message may require to be given to the subscriber intimating them to directly contact the Call Centre of the DPOs.
- (b) **Invisibility of channels in the EPG:** The EPG enables the subscriber to search and select particular channel from remote by selecting the LCN number displayed for the channel on the TV receiver. It is observed that at present in most cases only the subscribed channel details show up on the EPG and in case of other channels which have not been subscribed, the

LCN and name of the channel is not visible on the EPG. On most occasions, a message such as “You are not authorized to watch this channel” or “You have not subscribed to this Channel” is displayed at the concerned LCN number. It may be logical that all channels available on the delivery platform may be listed in the EPG and their names displayed to the subscriber. This may bring in greater visibility and transparency in informing the subscribers about all channels that are available on the platform so that he could exercise his choice or preference. It may also encourage the subscribers to subscribe more channels. If a channel is not subscribed by the subscriber, it would be proper that when he selects it, a message informing him as to how to subscribing to that channel be also displayed for information of the subscriber.

Issues for consultation:

- Q 55. Should all channels carried on the platform of a DPO must be included and shown in the EPG? Justify your comments.**
- Q 56. Stakeholders may also provide their comments on any other issue relevant to the present consultation.**

Chapter 4

Summary of issues for consultation

- Q 1. What should be broad contours for QoS Regulatory framework for digital addressable systems? Please furnish your comments with justification.**
- Q 2. Should there be a uniform regulatory framework for Quality of service and Consumer protection across all digital addressable Platforms? Please provide your comments with justification.**
- Q 3. Should timelines relating to various activities to get new connect be left to the DPOs to be transparently declared to the subscribers? If so, how the interest of the subscriber can be protected if the connection is not provided in given time frame?**
- Q 4. What should be the time limits for various activities, as mentioned below, to get new connection? Please provide your comments with justification.**
- (c) Response time for processing new service request and conveying feasibility of providing connection at the desired location**
 - (d) Time line for completion of CAF, installation and activation of service**
- Q 5. Should minimum essential information to be included in the CAF be mandated through regulations to maintain basic uniformity? Give your suggestions with justification.**
- Q 6. Should minimum font size need to be specified for CAF? If not, how can it be ensured that important information provided in CAF is given in such a manner that consumer can read them easily?**
- Q 7. Should use of e-CAF be facilitated, encouraged or mandated? Please provide your comments with justification.**
- Q 8. Should the minimum essential information to be included in the MoP be mandated through regulations to maintain basic uniformity and to**

ensure that consumers get all relevant information about the services being subscribed?

- Q 9. What should be the minimum information to be included in MOP Give details with justification?**
- Q 10. Should it be necessary to provide printed copy of MOP to all the customers at the time of subscription to the service? If not, how it can be ensured that all required information is available to subscribers when required?**
- Q 11. Should there be an initial subscription period while providing a new connection to protect the interest of both the subscriber as well as DPOs?**
- Q 12. If so, what should be the duration of such initial subscription period?**
- Q 13. What protections should be provided to subscribers and DPOs during initial subscription period? Give details with justification?**
- Q 14. What should be the framework *for compensation to the subscriber* for dropping of a channel due to its non availability on the DPOs' platform?**
- Q 15. How should the reduction in subscription charges be calculated in case of discontinuation of channel from DPOs platform? Please provide your comments along with justification.**
- Q 16. What should the maximum permissible time of disruption beyond which subscriber must be compensated in following cases?**
- (a) Disruption due to technical fault on the DPO network or at the subscriber's end**
 - (b) Disruption due to technical fault of CPE at the subscriber's end**
- Q 17. What should be the duration of disruption in service warranting compensation to the consumer and how the compensation should be calculated in following cases?**
- (a) Continued Disruption due to technical fault on the DPO network at the subscriber's end beyond the pre specified time.**
 - (b) Continued Disruption due to technical fault of CPE at the subscriber's end beyond the pre specified time.**

- Q 18. What should be the framework and terms and conditions for shifting of connection including timelines in respect of PAN India DPOs where provision of connection at new location is feasible?**
- Q 19. Is there a need to prescribe procedure for transfer of the TV connection? If so, what should the procedure, terms and conditions for transfer of services connection and timelines?**
- Q 20. What should be the framework to address the concerns of stakeholders (Subscribers and DPOs) relating to temporary suspension of service?**
- Q 21. How issue of abrupt closure of service due to non payment can be addressed while protecting the interest of subscribers and DPOs?**
- Q 22. Is gradual closure of service as discussed in para 8.23 is a feasible option? If so what should be procedure and the framework?**
- Q 23. What should the procedure and timeframe to inform the subscriber regarding closure of service due to closure of business?**
- Q 24. Why uptake of mandated schemes for set top box (Outright purchase, Hier purchase, and on rent) is so low at present? How consumer awareness on these issues can be increased?**
- Q 25. What should be the consumer friendly common framework of CPE Schemes for providing CPE to consumers in digital addressable system? Please provide your comments with justification?**
- Q 26. What should be minimum essential information related to a CPE scheme that must be made available to the consumers to safeguard their interests? Please provide your comments with justification.**
- Q 27. What measures may be adopted to ensure availability of good quality CPE to consumers?**
- Q 28. Should any charges such as visit charges, etc. be charged from the subscribers during guarantee-warranty period?**
- Q 29. What should be provisions for maintenance of CPE after the expiry of guarantee- warranty period?**

- Q 30. What should be the simplified provisions for surrender of CPE in case of closure of service by the subscribers in order to protect their interest?**
- Q 31. Please suggest the standards and essential technical parameters for ensuring good quality of service for the following digital addressable platforms:**
- e). Digital Cable TV**
 - f). DTH**
 - g). HITS**
 - h). IPTV**
- Q 32. What are the different methods to effectively increase consumer awareness?**
- Q 33. How consumer related information can be effectively provided to Subscribers through DPO website. What minimum information should be provided through consumer corner?**
- Q 34. Can outsourcing to the third party for various web based operations be permitted especially for smaller DPOs? If yes, what precautions are taken to ensure that such provisions are not misused?**
- Q 35. In case of the use of “In Channel” communication means, what should the guidelines for running scrolls or other onscreen displays, so that it does not impact the viewing experience?**
- Q 36. What options can be used for verifiability of subscriber communications for any change in service or provision of additional service?**
- Q 37. What should be the duration to preserve such verifiable subscriber communications requesting change in service or provision of additional services at DPO level?**
- Q 38. What should be optimal number of channel packages which meets the subscriber demand and are well understood by the subscribers?**
- Q 39. How the package offerings can be improved in case of cable TV services so that effective choice is made available to the consumers?**

- Q 40. Whether the choice of Pre or Post paid method should be mandatorily made available to the subscribers?**
- Q 41. What should be the essential information contained in the monthly Bill/ Usage details to be provided to subscribers in post paid or pre-paid system?**
- Q 42. Should pre-paid method is encouraged in case of cable TV services provided through LCOs? Support your comments with justification.**
- Q 43. What should be the billing cycle both for pre-paid and post paid? Please give your comments along with justification.**
- Q 44. Should deduction of maintenance related charges for CPE from the pre paid subscription account be prohibited?**
- Q 45. How Toll Free number and call centre details can be widely publicised among the subscriber?**
- Q 46. How response time and accessibility of call centre including that of the Call centre executive can be enhanced?**
- Q 47. Please provide your comments on the following performance parameters discussed in preceding paras related to call centre?**
- a. Call centre availability hours**
 - b. Multiple languages in IVR**
 - c. Response time for answering IVR and voice to voice calls**
 - d. Sub menu and accessibility of customer care executive**
- Q 48. What should be the timelines for complaint resolution for different type of complaints at call centre and Nodal officer level?**
- Q 49. Can outsourcing of call centre and web based complaint monitoring functions to third party help in increasing efficiency and compliance levels?**
- Q 50. What should be the innovative ways to develop a speedy user friendly complaint registering and redressal framework using Mobile Apps, SMS, Online system etc.**
- Q 51. What should be framework for implementation of electronic PMR?**

- Q 52. What should be framework for auditing of the records for QoS regulatory compliance by DPOs? Please suggest appropriate measures along with justifications.**
- Q 53. What should be framework for carrying out survey for QoS compliance and subscriber satisfaction?**
- Q 54. What should be the framework and quantum for financial disincentives for non compliance to the prescribed QoS benchmarks? Please suggest appropriate measures along with justifications.**
- Q 55. Should all channels carried on the platform of a DPO must be included and shown in the EPG? Justify your comments.**
- Q 56. Stakeholders may also provide their comments on any other issue relevant to the present consultation.**

List of Acronyms

Abbreviation	Description
ACMA	Australian Communication and Media Authority
ADR	Alternative Dispute Resolution
AMC	Annual Maintenance Contract
ARPU	Average revenue per user
ASTRA	Australian Subscription Television and Radio Association
BIS	Bureau of Indian Standards
BST	Basic Service Tier
CAF	Consumer Application Form
CAS	Conditional Access System
CCTS	Commissioner for Complaints for Telecommunications Services
CISAS	Communications and Internet Services Adjudication Scheme
CPE	Consumer Premises Equipment
DAS	Digital Addressable System
DPOs	Distribution Platform Operators
DTH	Direct-to-Home
DVB	Digital Video Broadcasting
e-CAF	Electronic Consumer Agreement Form
ETSI	European Telecommunication Standards Institute
FCC	Federal Communications Commission
FTA	Free to Air
HITS	Headend-in-the-sky
ICT	Information & Communications Technology
IPTV	Internet Protocol Television
ISP	Internet Service Provider
ITU	International Telecommunication Union
IVRS	Interactive Voice Response System
LCO	Local Cable TV operators
LNB	Low Noise Block Conversion
MIB	Ministry of Information and Broadcasting
MIS	Management Information System
MoP	Manual of Practice
MPEG	Moving Picture Experts Group
MSO	Multi System Operator

PDA	Parabolic Dish Antennae
PMRs	Performance Monitoring Reports
QEF	Quasi error free
QoE	Quality of Experience
QoS	Quality of Service
SMS	Subscriber Management System
SNR	Signal to noise ratio
STB	Set-top-Box
TDSAT	Telecom Disputes Settlement and Appellate Tribunal
TRAI	Telecom Regulatory Authority of India
TSP	Telecom Service Provider
TVSPs	Television Service Providers

Provisions in QoS regulations for Digital Addressable Systems (DAS and DTH)

A. The “Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012, as amended, broadly cover following areas for quality of service of digital addressable cable TV services:

3. Procedure for connection, disconnection, reconnection, transfer and shifting. –

- (1) Every multi-system operator or its linked local cable operator, as the case may be, offering digital addressable cable TV services, shall devise formats of application for seeking connection, disconnection, and reconnection and for obtaining and returning of set top box as specified in Schedule I to these regulations.
- (2) Adoption of common format as specified in Schedule I to these regulations by a multi-system operator or its linked local cable operator, as the case may be, shall be construed as compliance of the requirement under sub-regulation (1).
- (3) Any person seeking connection or disconnection or reconnection or shifting of cable service connection or intending to obtain or return set top box at a place located within the area of operation of multi-system operator or its linked local cable operator, as the case may be, may submit an application in the format referred to in sub-regulation (1), in duplicate, duly signed and complete in all respect, to the multi-system operator or its linked local cable operator who shall return the duplicate copy of the application to the applicant as an acknowledgment of receipt of application.
- (4) Every applicant whose application has been accepted by the multi-system operator or its linked local cable operator, as the case may be, shall be given a unique identification number.

4. Provision of cable service to every person subject to technical and operational feasibility .-- Every multi-system operator or its linked local cable operator shall provide the cable services to every person making request for the same, subject to technical and operational feasibility.

5. Response time and time limit for providing connection.-- (1) Every application from an applicant, submitted under sub-regulation (3) of regulation 3, shall be acted upon immediately by the multi-system operator or its linked local cable operator, as the case may be, and shortcoming or deficiency, if any, shall be communicated in writing to the applicant within two days of receipt of the application.

- (2) In case the multi-system operator or its linked local cable operator finds that it is possible to provide connection, reconnection, shifting of services or supply of set top box, there being no technical or operational non-feasibility of providing the cable service, the connection, reconnection, shifting of service or supply of set top box shall be done within two days of receipt of such application from the applicant.

6. Communication of technical or operational non-feasibility.— In case it is technically or operationally non-feasible to provide connection, reconnection, shifting of service or supply of set top box at the location where the services are requested by the applicant, the multi-system operator or linked local cable operator, as the case may be, shall inform the applicant within two days of receipt of the application, indicating the reasons as to why it is technically or operationally not feasible to provide the service sought by the applicant and for the purposes of this regulation the technical non feasibility includes the following :-

- (i) the location where the service is required is not accessible or is accessible at a cost, which the subscriber is not agreeable to bear;
- (ii) the location where the service is required is accessible but it is not technically feasible to provide the quality of signals to the extent specified in sub-regulation (2) of regulation 18 of these regulations; and
- (iii) the location where the service is required falls outside of the area of operation of multi-system operator or its linked local cable operator, as the case may be.

7. Discontinuing or Disconnection of cable service to the subscriber.

- (1) No multi-system operator or its linked local cable operator, as the case may be, shall disconnect the cable services to the subscriber without giving prior notice of at least fifteen days to such subscriber indicating the reasons for such disconnection and the period of fifteen days shall be reckoned from the date of receipt of the notice of disconnection by the subscriber.
- (2) If the services to a subscriber have been discontinued on his request, no charge other than the charges for set top box, if any, shall be payable by such subscriber.
- (3) If the services to a subscriber have been discontinued by the multi-system operator or its linked local cable operator, as the case may be, no charges for the period for which the services were discontinued including the charges of Set Top Box shall be payable by the subscriber.
- (4) On a request being made for discontinuation of service by a subscriber, a multi-system operator or its linked local cable operator, as the case may be, shall suspend the supply of signal to such subscriber:

Provided that a multi-system operator or its linked local cable operator, as the case may be, may not discontinue the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period which comprises part of a calendar month:

Provided further that every multi-system operator or its linked local cable operator, as the case may be, shall suspend the service to a subscriber at the request of such subscriber, if such request for suspension of subscription is for a period of a calendar month or multiple of calendar months and the requested period of suspension does not exceed three calendar months:

Provided also that no charge for the services other than the rent for set top box shall be levied on the subscriber for the period during which the services were discontinued.

- (5) Every multi-system operator or its linked local cable operator, as the case may be, shall disconnect the cable services, on receipt of written request from the subscriber, from the date indicated by the subscriber in his written request and no charge shall be payable by the subscriber from the date indicated by him in his written request even if the cable services are not disconnected:

Provided that the subscriber making request for disconnection shall give at least fifteen days prior notice to the multi-system operator or its linked local cable operator.

- (6) If the services to a subscriber have been discontinued by the multi-system operator or its linked local cable operator, as the case may be, on their own or upon the request of the subscriber or for any other reason, no charges or reactivation charges for resumption of such service shall be payable by the subscriber.

- 8. Disruption of signals for preventive maintenance.--** If signals to a subscriber is required to be disrupted for facilitating preventive maintenance, the multi-system operator or its linked local cable operator as the case may be, shall give a prior notice of at least three days to the subscriber if the disruption of the signals is not likely to exceed twenty four hours and in case the disruption in the supply of signal is likely to continue for a period exceeding twenty four hours, the multi-system operator or its linked local cable operator, as the case may be, shall give prior notice of at least fifteen days to the subscriber.

- 9. Manual of Practice.** – (1) Every multi-system operator or its linked local cable operator, as the case may be, shall publish a Manual of Practice which shall, inter-alia, contain the following information, namely :-

- (a) name and address of the service provider;
 - (b) terms and conditions of service offered by the service provider;
 - (c) customer care number, name, designation of the Nodal Officer and e-mail, contact telephone number, facsimile number and address of the Nodal Officer;
 - (d) procedure and benchmark for redressal of complaints through complaint centre and procedure to approach Nodal Officer;
 - (e) instruction for activation and operation of Set Top Box;
 - (f) the details of duties and obligations of the multi-system operator or its linked local cable operator and rights and duties of the subscriber as specified in these regulations;
- (2) A copy of the manual of practice shall be provided by the multi-system operator or its linked local cable operator to each subscriber at the time of his subscription for service.
- (3) The manual shall be prepared in English language and Hindi language and in the language of the state in which the service is provided to the subscriber.
- (4) The manual shall be available for reference at every office of the service provider, customer care centre, at the sales outlets of the service provider and also at any other place which the service provider may consider appropriate.

10. Change in the composition of subscription package.-- (1) A multi-system operator shall not change the composition of subscription package subscribed by the consumer,----

- (a) during the period of six months from the date of enrolment of the subscriber to such subscription package, if the subscriber is not in default of payment of monthly subscription charges; and
- (b) during the entire period of validity of the subscription package if the subscription amount in respect of such subscription package has been paid in advance by the subscriber or, if the amount is payable in installment, the subscriber has paid the installments on due date;

if such channel continues to be available on the cable network of the multi-system operator.

- (2) If any channel, which is a part of a package subscribed by a subscriber, becomes unavailable on the network of the multi-system operator, such multi-system operator shall reduce the subscription charges payable by the subscriber by an amount equivalent to the a-la-carte rate of such channel from the date of discontinuance of the channel:

Provided that the multi-system operator may offer an alternative channel of the genre and language of the channel discontinued and, if the offer is accepted by the subscriber, the multi-system operator or its linked local

cable operator may not reduce the subscription charges for the channel which is not available on its network.

- (3) No multi-system operator shall take off the air or discontinue exhibition of any channel without giving prior notice of fifteen days to its subscribers and such notice shall be published in the local news paper and displayed through scrolls on TV screen:

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 or reasons beyond the control of such multi-system operator resulting in total disruption of the service.

11. Time limit for redressal of complaints of the subscribers.–

- (1) Every multi-system operator or its linked local cable operator, as the case may be, shall adhere to the following time limit for redressal of complaints of the subscribers:-

- (a) all complaints shall be responded to within eight hours of receipt of the complaint:

Provided that complaints received during the night shall be attended by the next day:

Provided further that in case the multi-system operator or its linked local cable operator, as the case may be, for any reason beyond its control, is not able to comply with the above mentioned Quality of Service parameter, he shall communicate such reasons to the subscriber at the time of responding to his complaint;

- (b) at least ninety percent of all 'no signal' complaints received shall be redressed and signal restored within twenty four hours of receipt of such complaint;
- (c) at least ninety percent of all complaints, except the complaints relating to billing, shall be redressed within forty eight hours;
- (d) no complaint referred to in clauses (b) and (c) shall remain unresolved beyond three days;
- (e) all complaints relating to billing shall be redressed within seven days of receipt of the complaint from the consumer and refunds, if any, shall be made to such consumer within thirty days of receipt of the complaint.
- (2) Every multi-system operator or its linked local cable operator, as the case may be, subject to any other provision in these regulations, may specify a system of discount or rebate to the subscriber due to interruptions in service and shall make the subscriber aware of such scheme.

- 12. Time limit for redressal of complaints by Nodal officer.—**(1) In case a consumer is not satisfied with the redressal of his complaint by the Complaint Centre, such consumer may approach, the Nodal officer appointed or designated by the multi-system operator or its linked local cable operator, as the case may be, under regulation 8 of the Consumers Complaint Redressal (Digital Addressable Cable TV Services) Regulations, 2012.
- (2) The Nodal officer shall resolve or redress the complaints of subscribers within ten days from the date of receipt of the complaint.
- 13. Complaints forwarded to the multi-system operator by the Authority.—**
- (1) The complaints referred to the multi-system operator by the Authority shall be redressed or resolved by the multi-system operator or its linked local cable operator, as the case may be, in accordance with the provisions of the Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012.
- (2) The multi-system operator or its linked local cable operator, as the case may be, shall resolve or redress such complaints within fifteen days from the date of forwarding of the complaints by the Authority.
- (3) The multi-system operator or its linked local cable operator, as the case may be, shall inform the subscriber and the Authority regarding resolution or redressal of the complaint within thirty days from the date of forwarding of the complaints.
- 14. Billing for subscribers.—**
- (1) Every multi-system operator shall offer cable TV services on both pre-paid and post-paid payment options to the subscriber and shall be responsible for generation of bills for the subscribers.
- (2) It shall be open to the subscriber to choose either the pre-paid or post-paid option.
- “Explanation:** The pre-paid payment option offered to the subscriber shall be an electronic pre-paid mechanism wherein the amount paid by the subscriber is adjusted automatically for the services availed by him.”
- 15. Providing usage details in respect of Post-paid service.—**
- (1) Every multi-system operator either directly or through its linked local cable operator, as the case may be, shall give to every subscriber the bill for charges due and payable by such subscriber for each month or for such other period as agreed between the parties, for which such charges become payable by the subscriber.
- (2) In case of post-paid bills, the subscriber shall be billed, generally on monthly basis and the bill shall contain the Service Tax Registration

Number and the Entertainment Tax Registration number of the multi-system operator.

- (3) The entries in the bills shall be itemized to indicate the price of individual channels or bouquet of channels along with the names of channels in the bouquet, charges for basic service tier and the channels comprised therein, charges for set top box, taxes along with the rates of taxes levied and the charges for value added services availed by the subscriber, if any.
Provided that this sub-regulation shall not in any manner prevent the multi-system operator from promoting different schemes of payment.
- (4) Every multi-system operator or its linked local cable operator, as the case may be, shall give fifteen days time, from the date of the bill, to every subscriber for making payment of the bill and in case the subscriber fails to make payment up till expiry of the due date of payment, the multi-system operator or its linked local cable operator shall not charge from such subscriber an amount exceeding the amount calculated at the simple rate of interest of fifteen percent per annum on the amount payable by the subscriber for delayed payment.
- (5) The multi-system operator, either directly or through its linked local cable operator, shall issue a receipt for every payment made by a subscriber and shall enter the details of the receipt including the date and serial number of the receipt, amount paid by the subscriber into the subscriber management system, against the name of the subscriber, within seven days of the payment made by a subscriber.

16. Providing usage details in respect to Pre-paid service.—

- (1) Every multi-system operator or its linked local cable operator, as the case may be, shall on request from a subscriber, who has been provided pre-paid service, supply to such subscriber, at a reasonable cost, the information relating to the itemized usage charges showing actual usage of service:
Provided that it shall not be mandatory for the multi-system operator or its linked local cable operator, as the case may be, to provide to the subscriber the information referred to in this sub-regulation for any period beyond six months preceding the month in which the request is made by the subscriber.
- (2) Every multi-system operator shall, within thirty days from the date of receipt of request from the subscriber, change his payment plan from pre-paid to post-paid or from post-paid to pre-paid without any extra charge.

16A. Consequences for contravention of the provisions of regulation 15 or regulation 16.—

- (1) If any multi-system operator contravenes the provisions of subregulation (1) or sub-regulation (5) of regulation 15, it shall, without prejudice to the terms and conditions of its registration or the provisions of the Act or rules

or regulations or orders made, or, directions issued thereunder, be liable to pay an amount, by way of financial disincentive, not exceeding rupees twenty per subscriber, as the Authority may, by order direct.

- (2) If any multi-system operator contravenes the provisions of sub- regulation (2) of regulation 16, it shall, without prejudice to the terms and conditions of its registration or the provisions of the Act or rules or regulations or orders made, or, directions issued, there under, be liable to pay an amount, by way of financial disincentive, not exceeding rupees one hundred for each contravention, as the Authority may, by order direct.
- (3) No order for payment of an amount by way of financial disincentive under subregulation (1) or sub-regulation (2) shall be made by the Authority unless the multisystem operator has been given a reasonable opportunity of representing against the contravention of the regulation observed by the Authority.

16B. Deposit of amount payable by way of financial disincentive under these regulations. ___ The amount payable by way of financial disincentive under these regulations shall be remitted to such head of account as may be specified by order by the Authority.”

17. Quality of service of Set Top Box—

- (1) Every multi service operator or its linked local cable operator, as the case may be, shall provide to the subscriber the Set Top Box conforming to the Indian Standard, if any, set by the Bureau of Indian Standards.
- (2) A Set Top Box, not conforming to Indian Standard, if any, set by the Bureau of Indian Standards, provided to the customer by a multi-system operator or its linked local cable operator, before the commencement of these regulations, shall be replaced, without an extra charge, within seven days of commencement of these regulations, by a Set Top Box conforming to the Indian Standard, if any, set by the Bureau of Indian Standards.
- (3) Every multi-system operator or its linked local cable operator, as the case may be, shall provide a minimum warranty of one year on Set Top Box which has been acquired by a subscriber on outright purchase basis from such multi-system operator or its linked local cable operator, as the case may be, and such subscriber shall not be required to pay any charge towards repair and maintenance of the Set Top Box during the period of warranty including visiting charges of the person deputed by the multi-system operator or linked local cable operator for repair or maintenance :
Provided that nothing contained in this sub-regulation shall apply if the Set Top Box has been tampered with.
- (4) Every multi-system operator or its linked local cable operator, as the case may be, shall, within twenty four hours of the receipt of the complaint pertaining to malfunctioning of a Set Top Box from a subscriber, ensure

that the Set Top Box is repaired or replaced without any extra charge with the new Set Top Box, if it is covered within the warranty or it has been acquired by the subscriber on hire purchase scheme or on rental basis:

Provided that nothing contained in this sub-regulation shall apply if the Set Top Box has been tampered with.

- (5) Every subscriber shall be free to buy a set-top box of approved quality from the open market, if available, which is technically compatible with the system of the multi-system operator and the multi-system operator or the linked local cable operator shall not force any subscriber to buy or take on rent or on hire purchase the set-top box from him alone.
- (6) The security deposit, if any, deposited by the subscriber for acquiring the Set Top Box, shall be refunded to him within seven days of return of the Set Top Box by the subscriber to the multi-system operator or its linked local cable operator, as the case may be.
- (7) Every multi-system operator or its linked local cable operator, as the case may be, shall,--
 - (a) make available to its subscriber, information regarding the name, contact addresses and telephone numbers of persons from whom the Set Top Box, which is compliant with the standards set by Bureau of Indian Standards, can be purchased on outright purchase basis or obtained on rent or hire purchase basis;
 - (b) publicise the salient feature of various schemes available for outright purchase or rent or hire purchase of Set Top Boxes from it, in addition to the scheme as regards pricing, hire purchase or renting of Set Top Box, if any, specified by the Authority;
 - (c) make available a manual or pamphlet containing instructions for operation of Set Top Box and display such instructions through scrolls on TV screen.
- (8) In case the installation and activation of Set Top Box is delayed beyond two working days after the completion of all formalities by the subscriber, the multi-system operator or its linked local cable operator, as the case may be, shall give rebate of rupees fifteen per day for the first five days of delay and rupees ten per day for the delay beyond five days to the subscriber.

18. Technical standards.—(1) Every broadcaster shall maintain technical standards of the signals as per the standards laid down by Digital Video Broadcasting for DVB-S or DVB-S2 standards, as the case may be, and shall also ensure that the quality of signals supplied at the headend of multi-system operator fulfill the following requirements :-

Sl.	Parameters	Value
1	Signal to noise ratio (SNR)	As specified by DVB-S (ETSI EN 300421) or DVB-S2 (ETSI EN 302307), as applicable
2	Operating Margin (Noise Margin)	Higher than 4 dB.

Explanation:- For the purpose of this sub-regulation, -

- (i) “Noise Margin” means margin between the signal to noise ratio (SNR) leading to quasi error free (QEF) operation after the Reed Solomon decoder (BER 2×10^{-4} before Reed Solomon decoding) and the SNR of the system.
 - (ii) “Higher than 4 dB” is as per IS 13420 (Part I):2002, IEC 60728-1(2001), Para 5.11.1.2 page 54.
- (2) Every multi-system operator or its linked local cable operator shall, in their networks, ensure compliance with BIS Standards specified by Bureau of Indian Standards from time to time relating to system performance in the cable distribution networks and shall further ensure the following parameters at the subscriber’s premises:

Sl.	Parameters	Value
1	Maximum and Minimum Carrier levels	47 dB μ V min. for 64 QAM 67 dB μ V max. for 64 QAM 54 dB μ V min. for 256 QAM 74 dB μ V max. for 256 QAM
2	Signal to noise ratio	26 dB min for 64 QAM fall-off-the-cliff 32 dB min for 256 QAM fall-off- the-cliff.
3	Operating Margin (Noise Margin)	Higher than 4 dB
4	MER	30 dB (64 QAM) min. 34 dB (256 QAM) min.

Explanation: For the purpose of this sub-regulation,

- (i) Maximum and minimum carrier levels are as per IS 13420 (Part 1):2002 IEC 60728-1 “Cabled distribution system for sound and television signals – Part 1: Methods of measurement and system performance”.
- (ii) “Noise Margin” as per IS 13420 – The noise margin is the margin between the SNR leading to a bit error rate of $1E-4$ and the SNR value of cable system.

- (iii) “MER” as clarified in ETSI: Technical Report: Measurement guidelines for DVB systems.
- (3) The Authority may appoint M/s. Broadcast Engineering Consultants India Ltd., or any other agency to conduct technical audit of the broadcaster and the multi-system operator to measure the quality of signals provided by the broadcaster at the headend of the multi-system operator and the quality of signals provided by the multi-system operator on its network.
- (4) The technical audit shall be carried out as per the measurement guidelines specified by Digital Video Broadcasting in European Telecommunications Standards Institute ETSI TR 101 290 V 1.2.1 (2001-05) and the picture quality measurement shall be carried out as per the methodology for subjective assessment of the quality of television pictures given in the recommendation by International Telecommunication Union (ITU).

Explanation: For the purpose of this sub-regulation:

- (i) Recommendation by ITU is as per “ITU-R BT. 500-11 Methodology for subjective assessment of the quality of television pictures”.

19. Setting up of website by the multi-system operator-- Every multi-system operator, either directly or through his linked local cable operator, shall, before providing cable services through Digital Addressable System, establish a website which shall, inter-alia, contain the information pertaining to the services offered by such multi-system operator and the details of its complaint centre, complaint redressal system, complaint monitoring system, citizen charter, nodal officer etc.

20. Setting up and operationalisation of subscriber management system.- Every multi-system operator shall, before providing cable services through Digital Addressable System, establish, set up and operationalise its subscriber management system and such subscriber management system shall comply with the digital addressable cable TV system requirements as mentioned in the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012, for ensuring efficient and error-free service to the subscribers by recording and providing individualized preferences for channels, billing cycles or refunds.

21. Identification of personnel: Every multi-system operator or its linked local cable operator, as the case may be, shall ensure that its representatives carry proper identification along with a photograph duly certified by such multi-system operator or its linked local cable operator and exhibit the same as proof of identity to the subscriber.

- 22. Right of the subscriber to seek redressal under the Consumer Protection Act, 1986 or any other law for the time being in force.—**
- (1) The provisions of these regulations are in addition to any right conferred upon the subscribers under the Consumer Protection Act 1986 (68 of 1986) or any other law for the time being in force.
 - (2) Any subscriber may, at any time,-
 - (i) during pendency of redressal of his grievance under these regulations; or
 - (ii) before filing of complaint under these regulations,----
exercise his right conferred upon him under the Consumer Protection Act, 1986(68 of 1986) or any other law for the time being in force and seek redressal of his grievance under that Act.
- 23. Public awareness campaign--** Every multi-system operator and local cable operator, who is registered to provide digital addressable cable TV services, shall conduct a public awareness campaign about the salient features of the provisions contained in these regulations.
- 24. Intervention by Authority in certain cases--** The Authority may, by order or direction, from time to time, intervene, for the purpose of protecting the interest of the subscribers or monitoring the performance of quality of service standards of the multi-system operator or its linked local cable operator or for ensuring compliance of the provisions of these regulations.
- 25. Application of other laws not barred--** The provisions of these regulations shall be in addition to, and not in derogation of, any other law for the time being in force.

SCHEDULE – I

(Reference sub-regulation (1) of regulation 3)

FORMAT OF APPLICATION

The application form shall be serially numbered and printed in Hindi, English and the regional language of the area of operation of the service provider and shall contain the following information.

- (1) Name, address, telephone numbers, mobile numbers, fax numbers, e-mail address (if any), of the multi-system operator and the names of two or more authorized contact persons.
- (2) Details contained in the certificate of registration issued under section 4 of the Cable Television Network (Regulation) Act, 1995 (7 of 1995), such as date of certificate, the date of expiry of Registration Certificate as well as any approval given by the Government of India.
- (3) Details of Entertainment Tax, Service Tax Registration number, if applicable.
- (4) Details of programming services offered, clearly indicating number and names of channels available, bouquets of channels, whether free to air channel or a pay channel, value added services, if any, available.
- (5) Maximum retail prices of channels in a-la-carte form and also of bouquet(s) of channels, if any, along with names of the channels and bouquet(s) of channels offered.
- (6) The details of all the three schemes of supply of Set Top Boxes (STBs) i.e. (1) Hire purchase, (2) Rental and (3) Outright purchase.
- (7) Columns for getting basic information about the subscriber such as name, address, telephone/mobile number, etc. All such personal information should be kept confidential.
- (8) Payment terms, indicating the due dates of payment, mode of payment, special discount schemes for lump sum or advance payment, security deposit, refund of security deposit, installation charges showing the refundable component, if any, at the time of surrender of the cable TV service, activation charges, penalty, charging of interest for delayed payment, or any other charge etc.
- (9) Option for type of payment plan and the terms and conditions for conversion from one type of payment plan to another.
- (10) Reasons and grounds on which the application is liable for rejection.
- (11) The application form should facilitate subscribers to indicate location where connection is desired, individual channels and or bouquet(s) desired, value added services, if any, required.

- (12) List of documents, including proof of residence, required to be furnished for new connection, re-connection, disconnection and transfer or shifting of connection.
- (13) Procedure for handling complaints either in the application form or separately in the form of booklet/pamphlet indicating:
 - (i) Possible areas/causes of complaint.
 - (ii) Contact details of helpdesk, Concerned officer responsible for redressal of the complaint.
 - (iii) Procedure to be followed in getting the complaint redressed for each or group of causes or areas of complaint.
- (14) Maintenance/service policy either as a part of the application or as a separate booklet/pamphlet.
- (15) Policy for rebate in case of no signals or disruption in service.
- (16) Obligations of the multi-system operator to ensure quality of service as stipulated in this regulation.
- (17) Obligations of the subscriber to protect and guard the property of the cable operator placed at the premises of the subscriber where programming services have been requested for.
- (18) Technical and non-technical parameters of standard of quality of service prescribed by the Authority.
- (19) Any other item which the service provider may deem necessary.

B. The “Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 dated 14th May, 2012 broadly cover following areas in respect of complaint redressal mechanism:

3. Establishment of complaint centre----(1) Every multi-system operator or his linked local cable operator shall, before providing the digital addressable cable TV services, establish a complaint centre in his service area, for redressal of complaints and for addressing service requests of his consumers.

Provided that the complaint centre for a service area shall provide the services in the local language of that service area in addition to Hindi and English.

- (2) Every complaint centre shall be accessible to the consumers between 08:00 hrs and 00:00 hrs on all days of the week.
- (3) Every multi-system operator or his linked local cable operator, as the case may be, shall deploy sufficient number of employees at his complaint centre to meet the Quality of Service parameters, as may be specified by the Authority from time to time.
- (4) Every multi-system operator or his linked local cable operator, as the case may be, shall ensure that the complaint centre is accessible to his

consumers through a “Consumer Care Number” having sufficient lines or connections.

- (5) The “Consumer Care Number” shall be toll free.
- (6) Every multi-system operator or his linked local cable operator, as the case may be, shall ensure that an Interactive Voice Response System (IVRS), if installed on a “Consumer Care Number”, is operated in the following manner,---
 - (a) the first level of the IVRS provides for language selection;
 - (b) the second level of the IVRS provides for options relating to the broad categories of complaints and service requests;
 - (c) the third level of the IVRS provides for a sub-menu under complaints and service requests, separately;
Provided that the sub-menu in the third level shall also contain an option enabling the consumer to speak to a consumer care agent.
- (7) Response time to the subscriber for calls made on “Consumer Care Number” by the subscriber, answered electronically;
 - (a) Eighty percent of calls to be answered within twenty seconds electronically;
 - (b) Ninety five percent of calls to be answered within forty seconds electronically;
- (8) Response time to the subscriber for calls made on “Consumer Care Number” by the subscriber, answered by operator;
 - (a) Eighty percent of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the multi-system operator or its linked local cable operator, as the case may be, within sixty seconds;
 - (b) Ninety five per cent of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the multi-system operator or its linked local cable operator, as the case may be, within ninety seconds.

Explanation.--- For the purpose of calculating percentage of calls referred to sub-regulation (7) and (8), the total number of calls made during a month shall be taken into account.

- 4. Publication of information----**(1) Every multi-system operator or his linked local cable operator shall, before providing the digital addressable cable TV services, establish a complaint centre in his service area, publicise the “Consumer Care Number” through,----
- (a) public notice in a leading newspaper in Hindi or English and in a leading newspaper published in a local language of the service area;
 - (b) display on the website of the multi-system operator and his linked local cable operator;
 - (c) updation of set top boxes of consumers by pre-configuration or over the air transfer;
 - (d) display in all complaint centres and sales outlets;

- (e) scrolling the information on the channels transmitted or re-transmitted on his network.
- (2) Every multi-system operator or his linked local cable operator, as the case may be, shall publicise the “Consumer Care Number” in the same manner as given at clause (a) of sub-regulation (1) above, at least once in six months.
- (3) In case of any change in the “Consumer Care Number”, the same shall be publicised at least one week prior to such change, in the manner specified in sub-regulation (1).

5. Establishment of complaint monitoring system.---- (1) Every multi-system operator or his linked local cable operator shall, before providing the digital addressable cable TV services, establish a complaint centre in his service area, establish a ‘Web Based Complaint Monitoring System’ to enable the consumers to monitor the status of their complaints.

- (2) Every multi-system operator or his linked local cable operator, as the case may be, shall,--
 - (a) immediately on establishment of the ‘Web Based Complaint Monitoring System’, under sub-regulation (1), publish information about the address of the ‘Web Based Complaint Monitoring System’ and the process for monitoring the complaints in a leading newspaper in Hindi or English and in a leading newspaper in the local language of the service area and through the bills issued by the multi-system operator or his linked local cable operator, as the case may be;
 - (b) continue to make available such information in the bills issued by the multi- system operator or his linked local cable operator, as the case may be, and also publish once in six months in the newspapers in the manner prescribed in clause (a) of sub-regulation (2).
- (3) Any change in the address of the ‘Web Based Complaint Monitoring System’ shall also be intimated to the consumers in the same manner as specified under sub-regulation (2).
- (4) The Authority may, from time to time, issue such directions as it may deem appropriate, to the multi-system operator regarding the ‘Web Based Complaint Monitoring System’.

6. Handling of complaints by complaint centre.--- (1) Every complaint centre shall, immediately on receipt of a complaint from a consumer, register such complaint and allot a unique number to be called the docket number;

Provided that the Authority may, if deemed necessary, specify a format for docket number.

- (2) Every complaint centre shall----
 - (a) at the time of registering of the complaint,----

- (i) communicate to the consumer the docket number, date and time of registration of the complaint and the time within which the complaint is likely to be resolved; and
- (ii) update the system with the date and time of registration of the complaint, docket number assigned under sub-regulation (1), the telephone number of the consumer, and the time indicated to the consumer for resolution of the complaint;
- (b) on completion of action on a complaint,----
 - (i) communicate to the consumer, the details of the action taken on the complaint; and
 - (ii) update the system with the details of action taken.

7. Time limit for redressal of complaints of consumers.—(1) Every multi-system operator or his linked local cable operator, as the case may be, shall ensure redressal of the complaints in accordance with the time frame as specified under sub-regulation (1) of regulation 11 of the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 (12 of 2012), issued by the Authority;

(2) Where a time limit has not been specified under the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 (12 of 2012), issued by the Authority, the complaints shall be addressed within a time period not exceeding three days.

8. Appointment or designation of Nodal Officer----- (1) Every multi- system operator or his linked local cable operator, as the case may be, shall, on or before the date of commencement of these regulations or before or simultaneously with commencement of its operations, appoint or designate one or more Nodal Officers in every State in which it is providing its service, as may be considered necessary for the purposes of these regulations.

(2) Every multi-system operator or his linked local cable operator, as the case may be, shall immediately on appointment or designation or change of a Nodal Officer,--

- (a) give wide publicity about appointment or designation of such Nodal Officers or any change thereof;
- (b) display, at its each office, complaint centre, at the sales outlets, website and at the office of the Nodal Officer, the name of the Nodal Officers, their addresses and telephone numbers, e-mail addresses, facsimile numbers and other means of contacting them.

9. Handling and redressal of consumer complaints by Nodal Officers.----

(1) In case a consumer is not satisfied with the redressal of his complaint by the complaint centre, such consumer may approach, by a letter in writing, or through telephone, or web based online filing of complaints or through

short message service or through other electronic means or any other means, the Nodal Officer of the multi-system operator or his linked local cable operator, as the case may be, for redressal of his complaint:

Provided that a consumer may, in emergent situation, approach at the first instance a Nodal Officer instead of a complaint centre and the Nodal Officer shall redress the complaint.

- (2) Every Nodal Officer shall,---
 - (a) be accessible to the consumers at the address publicized, as required by sub-regulation (2) of regulation 8;
 - (b) register every complaint lodged by the consumers;
 - (c) issue an acknowledgement to the consumer within two days from date of the receipt of the complaint indicating therein the unique complaint number;
 - (d) intimate, within the time limit specified in sub-regulation (3) of this regulation, the decision taken in respect of such complaint, to the consumer, immediately after taking the remedial measure for redressal of the complaint.
- (3) The Nodal Officer shall resolve or redress the complaints of the consumer as per the time frame specified under regulation 12 of the Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 (12 of 2012), issued by the Authority.

10. Complaints referred to the multi-system operator by the Authority.—(1)

The Authority may, without prejudice to the provisions contained in the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), forward the complaint to the concerned multi-system operator for the purpose of redressal,---

- (a) complaints alleging violation of the Act or regulations made or directions issued or orders made by it under the Act;
 - (b) complaints of the consumers which are generic in nature;
 - (c) complaints alleging that the practices adopted by the multi-system operator adversely affects the interest of the consumers;
 - (d) a complaint of such nature that, in the opinion of the Authority, is required to be resolved expeditiously by the multi-system operator;
- (2) Every multi-system operator shall investigate and find out the root cause of all complaints referred by the Authority under clause (a), (b) and (c) of sub-regulation (1) and redress such complaints, under information to the consumer as well as the Authority of the result within one month from the date of reference of the complaint.
 - (3) Every multi-system operator shall resolve every complaint referred to under clause (d) of sub-regulation (1) within seven days of reference of the complaint, and inform the result to the Authority within three days of the resolution of the complaint.

- (4) In case the investigation and root cause of the complaints referred to under sub-regulation (2) reveal general deficiency or systemic inadequacy in practice or operation adopted by or on the part of the multi-system operator, the multi-system operator shall take remedial measures in respect of all similarly placed consumers and intimate the same to the Authority within one month of reference of the complaint.

11. Maintenance of records of complaints----- (1) Every multi-system operator or his linked local cable operator, as the case may be, shall maintain records of all complaints filed by the consumer with them and such records shall include docket number, name and address of complainant, date and time of filing complaint, type of complaint and redressal date and time and the written confirmation from the consumer that the complaint has been redressed.

- (2) The records referred to in sub-regulation (1) shall be kept till the expiry of three months from the date of resolution of a complaint and the multi-system operator shall produce the records whenever called upon by the Authority or the authorised officer, as defined under The Cable Television Network (Regulation) Act, 1995 (7 of 1995).

12. Consumer's charter ----(1) Every multi-system operator shall, directly or through his linked local cable operator, shall within sixty days of the coming into force of these regulations, publish a 'Consumer's Charter for addressable cable TV systems' containing the following information,---

- (a) name, contact address, telephone number, e-mail and facsimile number of the multi-system operator and his linked local cable operator;
- (b) services offered by the multi-system operator or his linked local cable operator, including the details of geographic areas where such services are available;
- (c) terms and conditions of service offered by the multi-system operator and his linked local cable operator;
- (d) Quality of Service parameters specified by the Authority in respect of each of the services;
- (e) Quality of Service promised by the multi-system operator or his linked local cable operator, as the case may be, in respect of each service and geographic area;
- (f) details about equipment offered to the consumer by the multi-system operator or his linked local cable operator, as the case may be, in respect of any of the services;
- (g) right of consumers under the different regulations, orders and directions issued by the Authority; and in particular those relating to tariff;
- (h) the duties and obligations of the multi-system operator or his linked local cable operator, as the case may be, under the different regulations, orders

and directions issued by the Authority and in particular those relating to tariff;

- (i) Consumer Care Number;
 - (j) complaint redressal mechanism, including complaint redressal procedure and the time limits for redressal of complaints;
 - (k) e-mail, contact address, telephone number and facsimile number of the Nodal Officers and time limits for disposal of complaints;
 - (l) procedure for termination or disconnection of each service offered by the multi-system operator or his linked local cable operator, as the case may be; and
 - (m) any other information that may be specified by the Authority from time to time.
- (2) The 'Consumer's Charter for digital addressable cable TV systems' shall be prepared in Hindi, English and the local language of each service area.
 - (3) The 'Consumer's Charter for digital addressable cable TV systems' shall be available for reference at every office of the multi-system operator or its linked local cable operator, complaint centre and on the website of the multi-system operator or his linked local cable operator, as the case may be.
 - (4) A copy of the 'Consumer's Charter for digital addressable cable TV systems' or its abridged version containing salient features such as terms and conditions of service, the Consumer Care Number, contact details of complaint centre and the Nodal Officers, procedure and time limit for redressal of complaints and disposal of complaints shall be provided by the multi-system operator or his linked local cable operator, as the case may be, to each consumer at the time of subscription for service.
 - (5) A copy of the 'Consumer's Charter for addressable cable TV systems' shall be filed with the Authority before commencement of service.
 - (6) The multi-system operator or his linked local cable operator, as the case may be, shall file with the Authority, by the 15th January of every year, a fresh copy of the 'Consumer's Charter for digital addressable cable TV systems' incorporating all changes effected.

13. Inspection and auditing----(1) Every multi-system operator shall maintain complete and accurate records of redressal of complaints by his complaint centre and the Nodal Officer.

- (2) The Authority may, if it considers it expedient so to do, and to ensure compliance of the provisions of these regulations, by order in writing, direct any of his officers or employees or an independent agency appointed by the Authority to,----
 - (a) inspect the complaint centre and the office of Nodal Officer and the records maintained under sub-regulation (1); or
 - (b) get the records maintained under sub-regulation (1) audited.

C. The Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 dated 31st August, 2007, as amended, broadly cover following areas for quality of service of DTH services:

- 4. Option to provide Direct To Home Customer Premises Equipment on outright purchase or hire purchase or rent.**----- (1) Every direct to home operator shall give an option to every person making request under regulation 5 to make available to him, the Direct To Home Customer Premises Equipment conforming to the Indian Standard set by the Bureau of Indian Standards as applicable, on outright purchase basis or hire purchase basis or rental basis, ---
- (a) in accordance with the scheme, if any, made by the Authority in this behalf;
 - (b) in case no such scheme as referred to in clause (a) has been made by the Authority, then in accordance with the schemes made by the direct to home operator or his agent authorised by him in this behalf and such schemes shall, inter alia, provide for the following, namely:-
 - (i) the period of hire-purchase together with the details of installments;
 - (ii) no charges payable towards repair and maintenance of Direct to Home Customer Premises Equipment acquired under the hire purchase scheme or on rental scheme during the period of hire purchase or rental scheme:
Provided that this sub-regulation shall not apply to cases where it is found that the Direct to Home Customer Premises Equipment has been tampered with;
 - (iii) the terms and conditions for return of Direct to Home Customer Premises Equipment by a direct to home subscriber to the direct to home operator, before completion of period of hire purchase;
 - (iv) refund of security deposit or advance payments, if any, after appropriate and reasonable adjustments in case of return of Direct to Home Customer Premises Equipment by a direct to home subscriber to the direct to home operator:
Provided that, in case the Direct to Home Customer Premises Equipment made available to any direct to home subscriber before the commencement of these regulations does not conform to the Indian Standard set by the Bureau of Indian Standards as applicable, the direct to home operator shall, within seven days of commencement of these regulations, replace, without any extra charge, the Direct To Home Customer Premises Equipment made available before such commencement with the Direct to Home Customer Premises Equipment conforming to the Indian Standard set by the Bureau of Indian Standards as applicable.
- (2) Every direct to home operator shall give all the three options, namely, (a) on outright purchase basis, (b) on hire purchase basis, and (c) on rental basis, as referred to in sub-regulation (1), for making available the Direct to Home

Customer Premises Equipment to the person making the request for the same under that sub-regulation.

4A. Obligation of Direct to home operator to provide repair and maintenance of Direct to Home Customer Premises Equipment. ---

- (1) Every direct to home operator shall provide a warranty in respect of Direct to Home Customer Premises Equipment which has been acquired by a direct to home subscriber on outright purchase basis from such direct to home operator.
- (2) The direct to home subscribers who have acquired the Direct to Home Customer Premises Equipment on outright purchase basis shall not be required to pay any sum as charges -----
 - (a) for repair and maintenance of the Direct to Home Customer Premises Equipment; or
 - (b) for visiting the premises of such direct to home subscriber for the purpose of carrying out repair and maintenance of Direct to Home Customer Premises Equipment -----
during the period of validity of such warranty.”

5. Procedure for direct to home service connection, disconnection or shifting.----- (1) Any person seeking connection, disconnection or shifting of direct to home service connection may make an application in duplicate to the direct to home operator in such format as may be specified by the direct to home operator and such application shall be provided to such person by the direct to home operator:

- (2) The format of application referred to in sub-regulation (1) shall contain among other things the following information, namely:-
 - (i) name, address and telephone number of the applicant;
 - (ii) details of schemes for provision of Direct to Home Customer Premises Equipment;
 - (iii) details of subscription package indicating therein, among others, the number and names of all the channels and value added services, if any;
 - (iv) details of documents to be furnished;
 - (v) details of terms and conditions of payment.
- (3) Every direct to home operator shall, on receipt of an application in duplicate for connection of direct to home service, made by any person complete in all respects, give a unique customer identification number and provide a copy of the Manual at the time of his subscription for direct to home service.
- (4) All information furnished by the applicant shall be kept confidential.
- (5) Every direct to home operator shall,-----
 - (a) evolve procedures for handling requests for shift in the place of installation of the direct to home service, transfer the said service from one direct to

home subscriber to another, dis-connection or re-connection of the direct to home service;

- (b) specify the maximum time limit within which the request referred to in clause (a) above, be fulfilled and such time limit, subject to technical feasibility, in no case shall exceed five working days from the date of making of such request.

6. Discontinuing exhibiting of any channel only after notice.----- (1) No direct to home operator shall take off the air or discontinue exhibition of any channel without giving prior notice to the direct to home subscribers.

(2) The notice referred to in sub-regulation (1) shall be published widely.

(3) Nothing contained in sub-regulation (1) shall apply in case of discontinuance of exhibition of any channel caused by disturbances of weather or natural calamities or reasons beyond control of the direct to home operator.

7. Discontinuing direct to home service to any direct to home subscriber.-----

(1) Save as otherwise provided in these regulations, no direct to home operator shall discontinue its direct to home service to its direct to home subscriber without giving prior notice indicating the reasons for such disconnection.

(2) The provisions of sub-regulation(1) shall not apply to the direct to home service provided on pre-paid basis which had been discontinued due to non availability of balance amount for providing such service on pre paid basis.

(3) In case direct to home service is required to be interrupted for the purpose of facilitating preventive maintenance, the subscribers shall be given a prior notice indicating therein the expected date of resumption of service.

8. Prohibition to disable Direct to Home Set Top Boxes.----- In case the direct to home subscriber does not owe any dues (including any arrear towards installments of hire purchase scheme or arrears of rent for the Direct to Home Customer Premises Equipment of such operator) to a direct to home operator, such operator shall not disable the Direct to Home Set Top Box of such subscriber who does not intend to continue to opt or avail direct to home services offered by such direct to home operator and uses or intends to use the Direct to Home Customer Premises Equipment for viewing the direct to home services of Doordarshan or any other direct to home operator.

9. No increase of subscription for direct to home service for six months.-

- (1) No direct to home operator shall, increase the charges for a subscription package offered by him, to the disadvantage of the direct to home subscriber, or change the charges to the disadvantage of the direct to home subscriber for a minimum period of six months from the date of enrolment of the subscriber for such subscription package.
- (2) The provisions of sub-regulation (1) shall not prevent any direct to home operator to reduce the price of the subscription package within the period of six months referred to in that sub-regulation to the advantage of direct to home subscriber:
- (3) Nothing contained in sub-regulation (1) shall prevent any direct to home subscriber to opt, during the period of six months referred to in that sub-regulation, for any other subscription package offered by such direct to home operator or any other direct to home operator.

9A. No change in composition of a subscription package during first six months of enrolment or during the period of validity of subscription paid in advance. -----

- (1) No direct to home operator shall change the composition of a subscription package which has been subscribed to by a direct to home subscriber, so as to discontinue exhibition of any particular channel in that subscription package, -----
 - (a) during the period of six months from the date of enrolment of the subscriber to such subscription package in the case of a subscriber who pays his subscription amounts under such subscription package by recharging or by making payments periodically to the direct to home operator; or
 - (b) during the entire period of validity of the subscription package if the subscription amount in respect of such subscription package has been paid in advance by the direct to home subscriber or in instalments as per offer of the direct to home operator, -----
if such channel continues to be available on its direct to home service on its platform:
- (2) If any particular channel included in a subscription package which has been subscribed to by a direct to home subscriber subsequently becomes unavailable on the direct to home service of the direct to home operator on its platform, the direct to home operator shall reduce the subscription charges for such subscription package on a proportionate basis from the date of discontinuance of the channel from the direct to home service of the direct to home operator till the expiry of a period of six months from the date of enrolment of that subscriber, or till the expiry of the contracted period of subscription for which the amount of subscription has been paid in advance or in instalments as per offer of the direct to home operator, whichever is later.

Provided that, instead of proportionately reducing the subscription charges for such subscription package on account of non-availability of such channel, the direct to home operator may, at its discretion, introduce in such subscription package another channel of the same genre and language as the channel which has so become unavailable on the direct to home service of the direct to home operator.

Provided further that the direct to home operator shall give an option to each one of its direct to home subscribers, who have subscribed to such subscription package, an option to choose from the modified subscription package with charges reduced on proportionate basis and the modified subscription package with the removed channel replaced by another channel of the same genre and language, and the direct to home subscriber shall be free to exercise the option for the period from the date of discontinuance of the channel from the direct to home service of the direct to home operator till the expiry of a period of six months from the date of enrolment of that subscriber, or till the expiry of the contracted period of subscription for which the amount of subscription has been paid in advance or in instalments as per offer of the direct to home operator, whichever is later.

Explanation: For the removal of doubts, it is hereby declared that the amount of reduction on proportionate basis in the subscription charges, on account of removal of a channel from a subscription package, shall be calculated by dividing the amount of subscription charges for the original subscription package by the number of channels included in the original package.

9B. Notice before change in composition of a subscription package. -----

Every direct to home operator shall give prior notice of fifteen days to its direct to home subscribers subscribing to any subscription package before changing the composition of that subscription package.

10. No charges to be levied during discontinuance of direct to home service.-----

No charges (other than charges in respect of Direct to Home Customer Premises Equipment) relating to the period when the direct to home services were discontinued by the operator on his own or upon the request of the direct to home subscriber or for any other reason , or reactivation charges for resumption of such service, shall be payable by any direct to home subscriber.

Provided that a direct to home operator may not discontinue the direct to home service to a direct to home subscriber at the request of such direct to

home subscriber, if such request for suspension of subscription is for a period which comprises part of a calendar month.

Provided further that every direct to home operator shall suspend the direct to home service to a direct to home subscriber at the request of such direct to home subscriber, if such request for suspension of subscription is for a period of a calendar month or multiple of calendar months and the requested period of suspension does not exceed three calendar months.

11. Billing for post paid direct to home subscribers. ----- Every direct to home operator shall issue bills, to its direct to home subscribers who opt for direct to home service on post-paid basis specifying in such bills,---

- (a) the charges for such package;
- (b) the charges for the value added services availed by such subscriber;
- (c) the charges for Direct to Home Customer Premises Equipment;
- (d) the nature and rate of applicable taxes;

12. Providing usage details in respect to Pre-paid direct to home service.---

- (1) Every direct to home operator, shall, on request from any direct to home subscriber who has been provided pre-paid direct to home service, supply to the subscriber, at a reasonable cost, the information relating to the itemized usage charges showing actual usage of direct to home service.
- (2) Every direct to home operator, shall provide the information referred to in sub-regulation (1) for any period falling in preceding six months immediately preceding the month in which the request has been made by the subscriber under the said sub-regulation.

13. Establishment of Call Centre.----

- (1) Every direct to home operator shall, on or before the date of commencement of these regulations, establish one or more Call Centres for the purposes of registering of direct to home service requests, answering queries, registering of complaints and redressal of grievances of its direct to home subscribers, and such Call Centre shall be accessible to its direct to home subscribers round the clock during all days in a week:

Provided that a direct to home operator, who has been granted a licence after the commencement of these regulations, shall establish such one or more Call Centres before or simultaneously with commencement of its operations.

- (2) Every direct to home operator shall earmark or allot or establish basic telephone or cellular mobile telephone number having sufficient lines or connections to be called as the “toll free number” or “consumer care number” or “help line number” or “special number”, as the case may be, at

its Call Centres, so as to ensure the compliance of the benchmarks specified in the Schedule to these regulations.

- (3) Every direct to home operator shall ensure that no call charges are levied upon, or payable by its direct to home subscriber, for calls made to the “toll free number” or “consumer care number” or “help line number” or special number, as the case may be.
- (4) Every direct to home operator shall, immediately on establishment of its Call Centre, give wide publicity about such Call Centres.

14. Procedure for handling request or complaint by Call Centres.---- Every direct to home operator shall ensure that the Call Centres, immediately on receipt of a request or complaint, as the case may be, from its direct to home subscriber relating to direct to home service, register such requests or queries or complaints of its direct to home subscriber by allotting a unique identification number to be called the docket number and inform the same to the direct to home subscriber.

15. Time limit for redressal of grievance of the direct to home subscriber by Call Centres.---

- (1) Every direct to home operator shall take necessary steps to address all requests or queries or redress all complaints by the direct to home subscriber as early as possible:

Provided that----

- (a) in case of complaints relating to non- receipt of all signals (other than those caused by disturbances of weather or natural calamities) by direct to home subscriber , at least ninety per cent of all such complaints shall be redressed and signals restored within a period of twenty-four hours of the receipt of complaint;
 - (b) in case of complaints (other than non receipt of signals) by direct to home subscriber, at least ninety per cent of all such complaints shall be redressed within a period of forty-eight hours of the receipt of complaint.
- (2) No complaint referred to in clauses (a) and (b) of proviso to sub-regulation (1) shall remain unresolved beyond five days.

Provided further that the requests or complaints which ---

- (a) relate to the remote or hilly tracts or hilly areas or distant rural areas; or
 - (b) are caused by disturbances of weather, may be addressed or redressed as early as may be feasible .
- (3) In case a direct to home operator fails to redress the complaint within the period specified in sub-regulation (2), it shall, without prejudice to any

other right conferred upon the direct to home subscribers under any law for the time being in force, give proportionate rebate to the direct to home subscriber for the period during which such complaints had not been redressed and such period shall be reckoned from the date of expiry of five days, referred to in sub-regulation (2)

Provided that the time limit specified in clause (a) or clause (b) of the proviso to sub-regulation (1) or the rebate specified in sub-regulation (3) shall not apply in a case in which the Direct to Home Customer Premises Equipment had been found tampered with or damaged by the direct to home subscriber or stolen, as the case may be.

Provided further that in case a direct to home operator finds, at the time of redressal of complaint of a direct to home subscriber that the Direct to Home Customer Premises Equipment installed at his premises had been found tampered with or damaged by the direct to home subscriber, the direct to home operator shall within five days of making of the complaint by such subscriber intimate the same in writing to the direct to home subscriber.

- (4) Every complaint relating to billing of direct to home service shall be redressed within seven days of receiving such complaint from the direct to home subscriber and refunds, if any, due to him, shall be made to such subscriber within thirty days of making of such complaint by him .

- 16. Appointment or designation of Nodal Officer.**---(1) Every direct to home operator shall, before or on the date of commencement of these regulations, appoint or designate one or more Nodal Officers in every State in which it is providing direct to home service , as may be considered necessary for the purposes of these regulations:

Provided that a direct to home operator, who has been granted a licence after the commencement of these regulations, shall appoint or designate simultaneously with provision of direct to home service, one or more Nodal Officers in every State in which it is providing direct to home service, as may be considered necessary for the purposes of these regulations.

- (2) Every direct to home operator shall, immediately on appointment or designation or change of a Nodal Officer
- (a) give wide publicity about appointment or designation of such Nodal Officers or any change thereof; .
- (b) display, at its each office, Call Centre, customer care center, help desk, and, at the sales outlets, website and at the office of the Nodal Officer, the name of the Nodal Officers, their addresses and telephone numbers, e-mail addresses, facsimile numbers and other means of contacting them.

17. Redressal of Grievances of direct to home Subscribers by Nodal Officers.----- In case a direct to home subscriber is not satisfied with the redressal of his grievance by the Call Centre, such subscriber may approach, by a letter in writing, or through telephone, or web based online filing of complaints or through short message service or through other electronic means or any other means, the Nodal Officer of the direct to home operator for redressal of his grievance:

Provided that a direct to home subscriber may, in emergent situation, approach at the first instance a Nodal Officer instead of a Call Centre and the Nodal Officer shall redress the grievance.

18. Handling of grievances of direct to home subscriber by Nodal Officers.--
-- Every Nodal Officer shall, ----

- (a) be accessible to the direct to home subscribers at the address publicised, as required by regulation 16;
- (b) register every complaint lodged by the direct to home subscriber;
- (c) issue an acknowledgement to the concerned direct to home subscriber within three days from date of the receipt of the complaint indicating therein the unique complaint number;
- (d) intimate, within the time limit specified in regulation 19, the decision taken in respect of such complaint, to the direct to home subscriber, immediately after taking the remedial measure for redressal of the grievance.

19. Time limit for redressal of complaints by Nodal Officer.----- The Nodal Officer shall resolve or redress the complaints of the direct to home subscriber within ten days of the registration of the complaint under regulation 18

20. Complaints forwarded to direct to home operator by Authority.----- (1)
The Authority may, without prejudice to the provisions contained in the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), forward to the direct to home operator for redressal the complaints--

- (a) being the complaints, alleging violation of the Act or regulations made or directions issued or orders made by it under the Act;
 - (b) being the complaints, of the direct to home subscriber which are generic in nature;
 - (c) being the complaints, alleging the practices adopted by direct to home operator adversely affecting the interest of the direct to home subscribers.
- (2) The direct to home operator shall resolve or redress such complaints within fifteen days from the date of forwarding of the complaints by the Authority.

- (3) The direct to home operator, shall inform the concerned direct to home subscriber and the Authority regarding resolution or redressal of the complaint within one month from the date of forwarding of the complaints under sub-regulation (1).

- 21. Manual of Practice for direct to home subscriber.**----- (1) Every direct to home operator shall publish a Manual of Practice containing, among other things, the following information relating to direct to home service, namely: -
- (a) details of call centres and Nodal Officers;
 - (b) procedure and benchmarks for redressal of complaints through the call centres and through the Nodal Officers;
 - (c) instructions regarding operations of Direct to Home Customer Premises Equipments;
 - (d) rights conferred upon the direct to home subscribers under these regulations;
 - (e) duties and obligations of the direct to home operator.
- (2) A copy of the Manual shall be provided by the direct to home operator or his agent to each direct to home subscriber at the time of his subscription for direct to home service.

- 22. Identification of personnel of direct to home operator.**----- Every direct to home operator shall ensure that its representatives carry proper identification along with a photograph duly certified by such operator and exhibit the same as proof of identity to the direct to home subscriber.

23. Inspection and Auditing.-----

- (1) Every direct to home operator shall maintain for at least a period of one year the complete and accurate records of redressal of grievances of the direct to home subscribers by its Call Centres and Nodal Officers.
- (2) The Authority may, if it considers it expedient so to do, and to ensure compliance of the provisions of these regulations, by order in writing, direct any of its officers or employees or through one or more persons appointed by the Authority to inspect any Call Centre and office of the Nodal Officer and the records maintained under sub-regulation (1), and submit to the Authority a report in respect of such inspection.
- (3) The Authority, if it considers it expedient so to do, may require the direct to home operator to--
- (a) get the records maintained under sub-regulation (1) audited through one or more officers or persons appointed by the Authority and submit the report in respect of such audit to the Authority;
 - (b) get the records maintained under sub-regulation (1) audited through an independent agency as may be specified by the Authority and submit the report in respect of such audit to the Authority.

- (4) The cost of the audit under clause (b) of sub-regulation (3) shall be borne by the concerned direct to home operator.
- 24. Intervention by Authority in certain cases.**-----The Authority may, by order or direction, from time to time, intervene, for the purpose of protecting the interest of the direct to home subscribers or monitoring the performance of quality of service standards of the direct to home service or for ensuring compliance of the provisions of these regulations.
- 25. Application of other laws not barred.**-----The provisions of these regulations shall be in addition to, and not in derogation of, any other law for the time being in force.
- 26. Right of direct to home subscriber to seek redressal under the Consumer Protection Act, 1986 or any other law for the time being in force.**----- (1) The provisions of these regulations are in addition to any right conferred upon the direct to home subscribers under the Consumer Protection Act, 1986(68 of 1986) or any other law for the time being in force.
- (2) Any direct to home subscriber may, at any time,--
- (a) during pendency of redressal of his grievance under these regulations; or
- (b) before filing of complaint under these regulations, exercise his right conferred upon him under the Consumer Protection Act, 1986(68 of 1986) or any other law for the time being in force and seek redressal of his grievance under that Act.

SCHEDULE

(See sub-regulation (2) of regulation 13)

Serial number (1)	Parameter (2)	Benchmarks for parameter referred to in column (2) (3)
1.	Response time to the direct to home subscriber for calls answered electronically.	(a) Eighty per cent. of calls to be answered within twenty seconds electronically ; (b) Ninety- five per cent. of calls to be answered within forty seconds electronically.
2.	Response time to the direct to home subscriber for calls answered by operator	(a) Eighty per cent. of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the direct to home operator within sixty seconds; (b) Ninety five per cent of calls to be answered (voice to voice) by a person (other than by electronic means) appointed by the direct to home operator within ninety seconds.

International Experience

1. Australia³

In Australia, the Broadcasting Services Act 1992 mandates industry groups to develop codes of practice in consultation with the Australian Communication and Media Authority (ACMA). ACMA monitors these codes after implementation and deals with unresolved complaints made under them. Accordingly, the Australian Subscription Television and Radio Association (ASTRA) came out with the Subscription Broadcast Television Code of Practice 2013 which, inter-alia, contains following provisions regarding information to subscribers, credit management, billing, fault repair & servicing and complaints redressal:

“4. SUBSCRIBER CODE

As the basis of all subscription television broadcasting is dependent on a direct contractual relationship between the supplier and the consumer, Licensees will inform prospective subscribers about the nature of the service they are subscribing to, including service options, prices and program content.

Licensees are conscious of the importance of being open and informative in their relationship with subscribers and the need to implement arrangements which ensure fairness in their dealings with subscribers. These considerations will be reflected in management processes, methods of billing, responsibility for fault repair, service costs, credit arrangements and subscriber privacy.

Licensees will express agreements with subscribers in "plain English".

4.1 Subscriber Options

If a Licensee rents domestic reception equipment to a subscriber, the rental agreement must allow the subscriber to terminate the agreement on giving one month's written notice to the Licensee.

Note: It is a requirement of the Act that Licensees must make available as an option, domestic reception equipment on a rental basis.

4.2 Fault Repair

³<http://www.acma.gov.au/~media/Broadcasting%20Investigations/Regulation/Word/Subscription%20broadcast%20television%20code%20of%20practice%202013.docx>

Licensees will ensure a high quality service is available to subscribers. This includes timely response to reported service faults.

Subscribers should initially contact the Licensee with questions or disputes about Fault Repair. In the event that a subscriber is not satisfied with the outcome of discussions with the Licensee, the Licensee will advise subscribers to contact the relevant consumer advisory service of the state or territory in which the subscriber resides. A list of relevant consumer advisory services is attached to these Codes as Attachment A.

Note: The viability of subscription television broadcasting is directly dependent on the level of customer service achieved, including ensuring the subscriber's service is always in full working order.

4.3 Credit Management and Billing

Subscribers should initially contact the Licensee with questions or disputes about credit management and billing. In the event that a subscriber is not satisfied with the outcome of discussions with the Licensee, the Licensee will refer the subscriber to the relevant consumer advisory service of the state or territory in which the subscriber.

4.4 Review of Subscriber Code

ASTRA will monitor subscriber response to credit management, billing, fault repair and servicing and give specific consideration to this area when Codes of Practice are being reviewed.

5. COMPLAINTS CODE

This section applies to any matter covered by the Codes which is the subject of a complaint to a Licensee. Licensees will ensure that relevant staff are aware of the Codes and their provisions, the importance of handling customer complaints professionally and the procedures to be followed in doing so. Licensees will also take all reasonable measures to ensure that Channel Providers are aware of the complaints handling procedures of the Codes.

5.1 Oral and Written Complaints

A complaint in the first instance should be made to the Licensee. A complaint must adequately identify the matter complained of, the nature of the complaint, and the identity of the complainant.

- (a) Every effort will be made to deal with a telephone complaint during the course of the telephone call. If the complaint cannot be properly dealt with

immediately Licensees will respond by telephone within the shortest possible period from initial receipt of the complaint.

- (b) In some circumstances complainants may be asked to put their complaint in writing (which may be made by email), for example, if it concerns a matter which is too complex to be dealt with in a telephone conversation. Licensees will respond to written complaints in writing (which may be via email) where possible within the shortest practicable period from the date of receipt of the complaint, but no longer than 60 days after receipt of the complaint. If the complainant has not received a response to a telephone or written complaint within 60 days of making the complaint, or considers the response to be inadequate, he or she may refer the complaint to the ACMA.
- (c) The Licensee will make every reasonable effort to resolve complaints except where a complaint is frivolous, vexatious or not made in good faith. The Licensee will respond to complainants in a courteous and comprehensive manner and deal with the substantive issues of the complaint.
- (d) If a Licensee receives a written complaint within 30 days of the date of broadcast, then the Licensee will use its best endeavours to ensure that a recording of the program is retained by the Licensee until the matter is resolved.

Licensees will maintain a record of written complaints received and make a summary available to the ACMA annually or on written request.

5.2 Referral of Complaints to the ACMA

With the exception of complaints under the Subscriber Code (Code 4), in responding to a written complaint Licensees will advise complainants that if he or she is not satisfied with the Licensee's response, the complaint may be referred to the ACMA.

2. Canada⁴

The Canadian Radio-television and Telecommunications Commission has recently issued a new Television Service Provider Code which is a mandatory code of conduct for television service providers (TVSPs). The Code will fully come into effect on 1 September 2017. The code has provisions for written agreements between TVSPs and customers, clarity in offers, trial periods for persons with disabilities, changes to programming options, service calls, service outages and disconnections, which are reproduced below:

II. Clarity of offers

⁴ <http://www.crtc.gc.ca/eng/archive/2016/2016-1.htm>

1. A TVSP must ensure that any offers made to consumers are clearly explained in all communications with consumers, including during telephone calls and in its promotional material.
2. The explanation of an offer must clearly state the following:
 - a. the duration of the offer;
 - b. in the case of an offer that includes a time-limited discount or other incentive, the price of the service at the end of the time-limited discount or incentive;
 - c. any associated obligations on a consumer in relation to accepting the offer, including the minimum **commitment period** during which an **early cancellation fee** can be applied.

III. Promotion of packaging options

1. A TVSP must ensure that consumers are aware of the availability, price and content of its **entry-level service offering**.

IV. Plain language agreements

1. A TVSP must ensure that any **written agreements** and **related documents** are written in a way that is clear and easy for a **customer** to read and understand.

V. Language of written agreement

1. A TVSP must advise a customer if it is unable to provide a written agreement and related documents in either English or French, as chosen by that customer.

VI. Prices in the written agreement

1. A TVSP must ensure that the prices set out in a written agreement are clear and must indicate whether these prices include taxes or other charges. This includes the prices of any packages and individual channels to which a customer subscribes.
2. A TVSP must ensure that any additional charges are clearly itemized, detailed and explained in a written agreement to provide the service. Such charges may include, but are not limited to, **equipment** rental fees, installation fees, and access fees.

VII. Fixed-term agreements

1. A TVSP must offer a customer a **permanent copy** of the written agreement and related documents at the time that the **agreement** is made. Should a customer accept the TVSP's offer to receive a permanent copy of the agreement and related documents at that time, the documents must be provided to the customer at no charge within the following timeframes:

- a. If the agreement is made in person, the TVSP must give the written agreement and related documents to a customer immediately after that customer agrees to it.
 - b. If the agreement is not made in person (i.e. if it is agreed to over the phone, online, or otherwise at a distance), the TVSP must send the written agreement and related documents to a customer within 15 calendar days of that customer accepting the agreement. If a TVSP fails to do this, or if the terms and conditions of the permanent copy of the agreement conflict with the terms and conditions that a customer agreed to, that customer may, within 30 calendar days of receiving the permanent copy of the agreement, cancel the agreement without paying an early cancellation fee or any other penalty.
2. The TVSP must also provide a customer with a permanent copy of the agreement in the format of the customer's choosing (electronic or paper) upon request at no charge, at any time during the commitment period.
 3. A TVSP must provide a customer with a copy of the agreement in an alternative format for people with disabilities upon request, at no charge, at any time during the commitment period.
 4. Written agreements must set out all of the information listed below in a clear manner:
 - a. a list of the individual channels or packages of channels selected by a customer at the time the agreement is made;
 - b. rates for individual channels or packages of channels selected by a customer at the time the agreement is made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;
 - c. the monthly charge for providing the service at the time the agreement is made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;
 - d. all additional costs, including but not limited to, installation fees, itemized separately;
 - e. the monthly charge for any equipment included in the agreement;
 - f. the **commitment period**, including the start and end date of the agreement;
 - g. the terms under which the agreement will be renewed, including whether the agreement renews automatically, and if so, starting on what date and for how long;
 - h. if applicable,

- i. the total early cancellation fee;
 - ii. the formula for calculating the early cancellation fee during the commitment period;
 - iii. the date on which a customer will no longer be subject to the early cancellation fee;
- i. if equipment is provided or rented as part of the agreement,
 - i. the retail price of the equipment if it is available for purchase (outright or through a rent-to-own option);
 - ii. the amount a customer has paid or will pay for the equipment during the commitment period or on a going-forward basis;
 - iii. a description of the different options under which the equipment can be acquired by a customer (including rental and rent-to-own options) and;
 - iv. a description of where a customer can find information about any fees associated with an equipment upgrade.
 - j. an explanation of all related documents, such as ***privacy policies***;
 - k. whether upgrading equipment or otherwise amending an agreement term or condition would extend a customer's commitment period or change any other aspect of the agreement;
 - l. if applicable, the amount of any security deposit and any applicable conditions, including the conditions for return of the deposit; and
 - m. where a customer can find information about:
 - i. rates for individual channels and packages of channels;
 - ii. how to remove or add individual channels or packages of channels and what, if any, charges would apply;
 - iii. the equipment manufacturer's warranty, if applicable;
 - iv. tools to help customers manage their bills;
 - v. how to contact the TVSP's customer service department;
 - vi. how to make a complaint about services and the different options available for recourse, including how to escalate complaints within the TVSP and how to make a complaint to the Commissioner for Complaints for Telecommunications Services (CCTS); and
 - vii. the Television Service Provider Code.
5. If the commitment period is set to renew upon expiry, a TVSP must notify the customer 90 calendar days before the end of the initial commitment period of any applicable changes to the agreement that will take effect upon its renewal.

VIII. Trial period for persons with disabilities

1. When a customer who self-identifies as a person with a disability or who indicates that a member of the household to which the service is to be provided has a disability accepts an agreement, the TVSP must offer the customer a trial

period lasting a minimum of 30 calendar days to enable the customer to determine whether the service and equipment meet their needs.

2. The trial period must start on the date on which service begins.
3. During the trial period, customers may cancel their agreement without penalty, installation fees or early cancellation fees if they have returned any **gift with purchase** and equipment provided by the TVSP in near-new condition, including the original packaging, if applicable.

IX. Critical Information Summary

1. A TVSP must offer a Critical Information Summary to a customer when it offers a permanent copy of the agreement for services. This document summarizes the most important elements of the agreement for a customer.
2. The Critical Information Summary is a document that is independent from the written agreement, whether it is provided as an entirely separate document or as the first pages of the written agreement. Information provided in the Critical Information Summary does not replace or fulfil any requirements to provide the same or similar information within the actual written agreement.
3. A TVSP must ensure that the Critical Information Summary contains all of the following:
 - a. a list of the individual channels or packages of channels selected by a customer at the time the agreement is made;
 - b. rates for individual channels or packages of channels selected by a customer at the time the agreement is made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;
 - c. the monthly charge for television services at the time the agreement was made, which should clearly indicate any promotional offer, the expiry date of the promotional offer, and the ongoing price after the offer expires;
 - d. all additional costs, including but not limited to, installation fees, itemized separately;
 - e. the monthly charge for any equipment included in the agreement;
 - f. the commitment period, including the start and end date of the agreement and the terms under which the agreement could be renewed; and
 - g. how to make a complaint about services, and the different options available for recourse, including how to escalate a complaint within the TVSP and how to make a complaint to the CCTS.
4. A TVSP must ensure that the Critical Information Summary:
 - a. accurately reflects the content of the agreement;

- b. is either provided as a separate document from any written agreement or included prominently on the first pages of any written agreement;
- c. is clear and concise, uses plain language, and is in an easily readable font; and
- d. can be provided in an alternative format for people with disabilities upon request, at no charge.

X. Changing programming options

1. A TVSP must enable a customer to change individual discretionary channels or packages of discretionary channels. A TVSP may, however, offer an individual discretionary channel or a package of discretionary channels that cannot be changed for a specific time period if a customer is clearly informed and accepts the terms and conditions set out in a written agreement.
2. When a TVSP receives a request from a customer to change individual or discretionary channels, the TVSP must:
 - a. inform the customer as to whether they will be able to return to their previous set of selected individual channels or their previous package, and whether the same rate(s) will apply; and
 - b. offer to send the customer a written summary of the changes.

XI. Notice for changes to programming options

1. With respect to services subscribed to by a customer, a TVSP must give a customer at least 30 calendar days' notice in the event of changes to:
 - a. the price of individual channels or packages of channels;
 - b. the packaging of channels; and
 - c. the price of equipment.
2. This notice must clearly explain any change and when it will take effect.
3. The notice must clearly explain the options should a customer no longer wish to subscribe to any of the TVSP's changed services.
4. A TVSP may make a change to a customer's programming options during the commitment period without the customer's express consent if it benefits the customer by either:
 - a. reducing the rate for a service or package; or
 - b. providing a service for no additional fee.

XII. Service calls including visits to residences for installation and repairs

1. A TVSP must provide a customer with a timeframe for when a service call to a residence will begin.

2. Before any service call to a residence, a TVSP must specify the potential charges associated with the service call, including any minimum charge, if applicable.
3. Before any service call to a residence, a TVSP must explain to a customer how both the TVSP and the customer may cancel or reschedule the appointment, including any associated charges.

XIII. Service outages

1. A TVSP must explain to a customer in any written agreement or related documents its policy for service outages and how rebates will be applied.

XIV. Disconnection

1. A TVSP must explain to a customer in any written agreement or related documents its policy for **disconnection** of service, including:
 - a. the grounds for disconnection;
 - b. when and how disconnection may occur;
 - c. what notice will be provided before disconnection occurs;
 - d. when a customer can and cannot be disconnected when disputing charges;
 - e. when a customer's account may be referred to a collection agency for missed payment; and
 - f. the cost to reconnect the service, if applicable.”

3. UK⁵

The Regulator, Ofcom does not handle customer service complaints, however it takes a close interest in monitoring consumer experiences.

All communication providers are required to have a Code of Practice (CoP) outlining, amongst other things, how they will deal with customer complaints. The CoP is sometimes available on the company's website, back of a bill or directly from customer services. In case of website, this CoP should be available within two clicks of communication provider's homepage. The customers are required to follow the procedure outlined in the CoP for making the complaint. In case the complaint is not resolved by following the procedures, then a customer is required to seek a deadlock letter from its service provider. This enables the customer to take up its complaint to an Alternative Dispute Resolution (ADR) scheme.

ADRs act as an independent middleman and will examine the case from both sides and reach a decision they think fair. If eight weeks have passed since the first formal complaint, the customer can contact the ADR directly. There are two ADR schemes – Ombudsman Services: Communications, and

⁵ <http://consumers.ofcom.org.uk/>

the Communications and Internet Services Adjudication Scheme (CISAS). All service providers must belong to one of the schemes. In order to achieve a fair and reasonable outcome for both parties, the decision guidelines for ADRs has are:

- Demonstrate that we have treated the company and the consumer fairly so that neither is unduly disadvantaged.
- Remain objective and promote neither the position of the consumer nor that of the company.
- Consider the evidence presented by the parties, the specific circumstances, and other information directly relevant to the dispute and whether to request further information from either party.
- Recognise that both parties must, where it is in their possession, provide evidence relevant to the matters in dispute.
- Give equal consideration to the word of the consumer and the word of the company.
- Be mindful of, but not bound by, past rulings in similar cases.
- Where appropriate take account of, but not rely on, the usual behaviour or practices of either the company or consumer.
- Have regard to the relevant regulations, law and terms and conditions.
- Ensure that the outcome will be based on the balance of probabilities in the absence of conclusive evidence and give full reasons for any decision.

4. USA⁶

The Federal Communications Commission (FCC) adopted federal standards aimed at improving the quality of customer service rendered by cable operators. These standards are to be enforced by local franchising authorities. Franchise authorities are mandated to provide cable operators 90 days notice of their intent to enforce the standards. Franchise authorities may also adopt stricter or additional standards with the consent of the cable operator or through enactment of a state or municipal law. The federal standards are described below:

Office Hours and Telephone Availability

- a. Each cable system is required to maintain a local, toll-free or collect call telephone line for taking customer calls. This line must be available 24 hours a day, 7 days a week. During normal business hours, company representatives must be available to respond to customer inquiries. After normal business hours, the cable system may use an answering service or

⁶ <https://www.fcc.gov/media/customer-service-standards>

machine. A trained company representative must respond to inquiries received after normal business hours on the next business day. Normal business hours are the hours during which most similar businesses in the community are open to serve customers. These hours must include some evening hours, at least one night per week, and/or some weekend hours.

- b. A call to a cable system must be answered -- including wait time -- within 30 seconds after the connection is made. If the call is transferred, the transfer time may not exceed 30 seconds. These standards must be met at least 90 percent of the time, measured quarterly, under "normal operating conditions."
- c. Under normal operating conditions, cable system customers may receive a busy signal no more than three percent of the time. Normal operating conditions are those which are within the control of the cable operator. These conditions include special promotions and normal system maintenance and upgrades, but do not include natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions.
- d. The operator is not required to use special equipment to measure telephone answering standards. However, if complaints indicate that a cable system is failing to comply with these standards, the local franchising authority may require it to acquire equipment or to conduct surveys to measure compliance. Otherwise, cable systems must use their best efforts to document compliance.
- e. The standards recommend that each cable system's customer service center and bill payment locations be conveniently located and open at least during normal business hours.

Installations, Outages, and Service Calls

- a). Standard installations -- which are those located up to 125 feet from the existing distribution system -- must be performed within seven days after an order has been placed.
- b). Except during conditions beyond its control, the cable operator must begin working on a service interruption no later than 24 hours after being notified of the problem. A service interruption has occurred if picture or sound on one or more channels has been lost.
- c). The cable operator must begin to correct other service problems the next business day after learning of them.
- d). Cable operators may schedule appointments for installations and other service calls either at a specific time or, at a maximum, during a four-hour time block during normal business hours. Cable operators may also schedule service calls outside of normal business hours for the convenience of the customer.

- e). A cable operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the cable installer or technician is running late and will not meet the specified appointment time, he or she must contact the customer and reschedule the appointment at the convenience of the subscriber.
- f). The federal standards concerning installations, outages and service calls must be met under normal operating conditions at least 95 percent of the time, measured quarterly.

Billing Practices

- a). Thirty days advance notice (in writing and through announcements on the cable system) must be given to subscribers of any changes in rates, programming services or channel positions, if the change is within the control of the cable operator.
- b). Cable operators must provide to subscribers on their monthly bills, the name, address, and phone number of the franchising authority unless the franchising authority requests that such information not be provided. Cable operators may itemize on the subscriber bill the amount of any franchise fee assessed by the franchise authority, the amount of any PEG fee, and any other governmental tax or fee imposed on the transaction between the cable operator and the subscriber.
- c). Refunds must be issued no later than either the customer's next billing cycle or 30 days following resolution of the request, whichever is earlier, or upon the return of equipment when service is terminated. Credits must be issued no later than the billing cycle following the determination that a credit is warranted.
- d). Questions concerning late fees should be directed to the local franchising authority.

Communications between Cable Operators and Subscribers

The following information must be provided to customers at the time of installation, at least annually to all subscribers, and at any time, upon request:

- (1) products and services offered;
- (2) prices and options of programming services and conditions of subscription to programming and other services;
- (3) installation and service maintenance policies;
- (4) instructions on how to use cable service;
- (5) channel positions of programming carried on the system; and
- (6) billing and complaint procedures, including the address and telephone number of the local franchise authority's office.

The cable operator must give 30 days notice in advance of any significant changes in this information.

Draft Guidelines for implementation of Consumer Agreement Form for Addressable Television Systems (DTH/HITS/Cable TV/IPTV)

1. The Consumer Agreement Form (CAF) is used by Distribution Platform Service Operators (DPOs) for providing services to the customers. The Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 and Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations 2012 prescribes information/details that are to be included in the CAF which, *inter-alia*, include name, address and telephone number of the customer ; details of subscription package, details of schemes for provision of Customer Premises Equipments (CPE), terms and conditions of payment ; and documents to be furnished by the consumer.
2. Presently, the DPOs fill up the CAF manually in paper format at the time of installation of CPE. The information relating to customer's details, packages etc. from the CAF is fed in to the Subscribers' Management System (SMS) of DPOs before activation of services. The accuracy of information captured in the CAF is, therefore, critical for maintaining subscriber relationship and Quality of Service (QoS).
3. There are millions of subscribers whose CAF are being stored by the DPOs in physical form which is increasingly becoming unmanageable. Further, storing of millions of CAF in paper form is not a secure and efficient method. It also involves additional costs to DPOs. Electronic CAF (e-CAF) will bring efficiencies in the process of providing and managing services to the customers. The CAF shall include but not be limited to the following details:

The CAF shall be printed in a readable format preferably of font size 10-12 points

Part A: DPO related information

- (i) Registration /License number and name of registering /licensing authority
- (ii) Details of Entertainment Tax/ Service Tax registration number, if applicable

Part B: Consumer related information

- (i) Customer ID
- (ii) Name
- (iii) Address

- (iv) Nearby Landmark
- (v) Aadhar Number
- (vi) Registered Mobile Number
- (vii) Other Contact Numbers (Landline No, etc.)
- (viii) E-mail
- (ix) Proof of residence (Proof of residence should be obtained for new connection and transfer or shifting to another location)

Part C: Service related information

- (i) Details of service subscribed (name of package/ a-la-carte channels)
- (ii) Mode of payment (pre-paid or post paid)
- (iii) Details of subscription amount to be paid(monthly/half yearly/yearly/etc.)

Part D: CPE related information

- (i) Type of STB (MPEG2/MPEG4/4K/etc.)
- (ii) Scheme opted (Hire purchase/ Rental/ Outright purchase/etc.)
- (iii) Guarantee/Warrantee duration
- (iv) Post Guarantee/Warrantee service visit charges

Part E: Customer care related information

- (i) Toll free customer care number
- (ii) Any other customer care number(s)
- (iii) Customer care E-mail

Part F: Service partner related information

- (i) Nature of Service provider (Self/ Service partner/ LCO)
- (ii) Name of the service partner/LCO
- (iii) Address
- (iv) Contact numbers

Part G: Details of payment made

- (i) Amount paid :
- (ii) Break up of payment made (STB price/ STB rent / STB Hire charges/ STB security deposit/ activation charges/ installation charge)

Manual of Practice and Consumer's Charter for Addressable Cable TV Systems

A. MANUAL OF PRACTICE

Manual of Practice should contain the following:-

- (a) name and address of the service provider;
- (b) terms and conditions of service offered by the service provider;
- (c) customer care number, name, designation of the Nodal Officer and e-mail, contact telephone number, facsimile number and address of the Nodal Officer;
- (d) procedure and benchmark for redressal of complaints through complaint centre and procedure to approach Nodal Officer;
- (e) instruction for activation and operation of Set Top Box;
- f) the details of duties and obligations of the multi-system operator or its linked local cable operator and rights and duties of the subscriber as specified in these regulations;

B. 'CONSUMER'S CHARTER FOR ADDRESSABLE CABLE TV SYSTEMS

A 'Consumer's Charter for addressable cable TV systems' containing the following information:-

- (a) name , contact address, telephone number, e-mail and facsimile number of the multi-system operator and his linked local cable operator;
- (b) services offered by the multi-system operator or his linked local cable operator, including the details of geographic areas where such services are available;
- (c) terms and conditions of service offered by the multi-system operator and his linked local cable operator;

- (d) Quality of Service parameters specified by the Authority in respect of each of the services;
- (e) Quality of Service promised by the multi-system operator or his linked local cable operator, as the case may be, in respect of each service and geographic area;
- (f) details about equipment offered to the consumer by the multi- system operator or his linked local cable operator, as the case may be, in respect of any of the services;
- (g) right of consumers under the different regulations, orders and directions issued by the Authority; and in particular those relating to tariff;
- (h) the duties and obligations of the multi-system operator or his linked local cable operator, as the case may be, under the different regulations, orders and directions issued by the Authority and in particular those relating to tariff;
- (i) Consumer Care Number;
- (j) complaint redressal mechanism, including complaint redressal procedure and the time limits for redressal of complaints;
- (k) e-mail, contact address, telephone number and facsimile number of the Nodal Officers and time limits for disposal of complaints;
- (l) procedure for termination or disconnection of each service offered by the multisystem operator or his linked local cable operator, as the case may be; and
- (m) any other information that may be specified by the Authority from time to time.