

To,  
**Prof. M. Kasim,**  
Advisor (B&CS)-III,  
Telecom regulatory Authority of India  
New Delhi.

01<sup>st</sup> July, 2016

**Ref: Consultation Paper on the Issues Related to Quality Of Services in Digital  
Addressable Systems and Consumer Protection dated 18<sup>th</sup> May 2016**

**Dear Sir,**

We would like to enclose herewith our detailed response on the above captioned  
Consultation Paper for your consideration and records.

Thanking you,

Yours faithfully

**For Videocon d2h Limited,**

  
Shivendra Krishna Singh  
Head-Regulatory & Compliance

Encl: A/a

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**RESPONSE OF VIDEOCON d2h LIMITED TO CONSULTATION PAPER DATED 18<sup>TH</sup> MAY, 2016 ON THE ISSUES RELATED TO QUALITY OF SERVICES IN DIGITAL ADDRESSABLE SYSTEMS AND CONSUMER PROTECTION, DATED 18<sup>TH</sup> MAY 2016**

At the outset, we welcome the initiative taken by Telecom Regulatory Authority of India ('**Authority**') for releasing the Consultation Paper on the Issues Related to Quality Of Services in Digital Addressable Systems and Consumer Protection dated 18<sup>th</sup> May 2016 and seeking comments of the stakeholders on the issues referred therein.

In this regard, we would now like to submit our detailed comments against each question as under:

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

**Answer:**

We are of the opinion that an ideal combination / blend of Self Regulated QoS Framework and Regulated QoS Framework (which has been in existence all these years and which still exists as on date with minimum issues) will ensure that interests of consumers as well that of the addressable systems are secured.

A self Regulated QOS framework would be apt in case of pre-sales market since if pre-sales QOS is not maintained by DPO then such DPO would be automatically out of competition as there is enough competition in the market and to promote its product / service every DPO would effectively carry on with all activities of sale by self regulation. Beside this pre-sales require sufficient freedom as explained hereinafter.

Long existing healthy competition amongst distribution platforms is a testimony to the fact that their prime objective has been to ensure customer satisfaction. As the Authority is aware consumer awareness has also gone up all these years, which in turn has helped DPOs to offer the best schemes.

- Going by experience, a Self Regulated QoS has proved to be immensely successful and is ideal for pre-sales, offerings and post sales services to customers, as it has given full freedom to customers to choose from best possible offerings by DPOs. Light touch regulatory approach is required in this as there is healthy competition amongst the DPOs.

- Whereas a Regulated QoS Framework would ensure that a judicious balance is maintained between the interests of consumers and the distribution platforms. Current QoS regulatory framework that applies to DTH and Cable Tv is sufficient and can go hand in hand with Self Regulated QoS as mentioned above.

The objective of current consultation is to develop a unified QoS regulatory framework for all addressable TV Platforms (DTH/Cable Tv/HITS/IPTV) thereby endeavoring to bring efficiency and transparency. As the Authority is aware, currently only DTH and to an extent Cable TV platforms are under regulatory regime as to QoS, unlike HITS and IPTV. It is in this context that we submit that whilst the objective of creating a unified regulatory framework is noteworthy it is necessary at the same time to ensure that present legal and regulatory outline for all these platforms is made equal. Additionally, it will also have to be ensured that in the exercise of bringing all platforms under the same regulatory umbrella, those platforms which are already under QoS regulatory regime are not made to over comply with regard to same set of QoS regulations.

#### **Absence of corresponding QoS Regulatory Framework for Broadcasters**

Since one of the objectives of the current Consultation Paper is to ensure orderly growth and a level playing field for overall development of the Broadcasting sector it is expedient and necessary to not only have QoS for DPOs but certain QoS norms or regulations, on similar lines which apply to DPOs should be introduced for Broadcasters as well.

As the Authority is aware, the end customer gets to view the feed which Broadcasters give to DPOs and in this way the consumer interests are directly linked to activities of Broadcasters as well. Due to this closely linked relationship between the DPOs, Broadcasters and end customer, asking only DPOs to conform to QoS without any back to back obligation on Broadcasters is lopsided and defective. We are of the view, that this defect can be rectified if Broadcasters are brought within the purview of similar QoS regulatory regime / framework. Additionally, the Broadcasters should be mandated to declare the maximum retail prices of all their channels to various DPOs, which in turn will also be complementary and beneficial to the end customer in making choices of channels and / or bouquets. For absence of clarity on the exact input cost incurred by a particular Broadcaster it is always with skepticism that both DPO as well as the customer proceed with execution of the agreements.

To illustrate:

Broadcasters are offering same sports content on multiple sports channels and cloned channels, thus forcing the consumer to subscribe and pay for all the channels. This is not only from consumer perspective but from the perspective of national issue regarding wastage of spectrum. Some of the activities carried out by the Broadcasters in this regard are mentioned below:

- Sports broadcasters have multiple feeds/channels (SD and HD both)
- Sports Broadcasters divide their sporting events across multiple channels including channels from other genres
- Sports Broadcasters are running multiple channels in which they spread out their limited sporting properties
- They also have channels offering the same content but in different languages.
- In order to garner more advertising revenue, they offer content on channels on channels that have greater reach (Regional GEC's, Movies) eg. IPL last year was also shown on Bengali Sony Aath channel, etc.
- In case of some events, the same event is being telecasted on 7-8 channels of the same Broadcaster
- On top of it, it is also available on HD and the consumers are billed separately for the same
- Likewise, they have multiple channels for HD as well running the same feed.
- There is no transparent and clear communication in the value chain as to what sporting content will be telecasted on what channel which forces the consumers to subscribe to multiple genres or else miss out on some event

- The reason to bundle all the channels together is to ensure hefty revenue from the DPO's
- Broadcasters also looking at launching multiple regional sports channels which will further complicate the existing scenario.
- After charging hefty fee for sports and other contents, Sports is also shown on Mobile tv through wholly owned subsidiary, DPOs feel helpless in this and request authorities to come out for regulation for mobile tv App (through wholly owned subsidy) based platform. Also must provide rule for Mobile tv should also be extended in case in DPOs want to offer same services to any customers. Currently Mobile tv business is in Monopolistic nature to broadcasters as they do not share the content to other DPOs except distribution platform owned by themselves.

We strongly feel that we need to protect the interest of consumers and the following should be applicable:

- The Authority should come up with a QoS for Broadcasters to ensure the following:
  - transparency in declaring the content of each sports channel
  - ensure that the consumer should have complete freedom to pick and choose the sports channels of their choice and language
  - make it mandatory for sports channels to be sold as A-la-carte or separate sports bouquets. Not to be clubbed with other genre channels
  - Broadcasters should not be allowed to put their content on any other channel of different genre
  - Within the genre, they should clearly define the content that will be telecasted so that the consumer can choose freely
  - There are many other channels which run content on simulcast/ shufflecast manner (Movies and GEC)

**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.**

**Answer:**

Yes.

We are of the view that current existing regulations as to QoS cover all facets of rendering quality services to customers have been in vogue and which apply to DTH platform since inception and as things stand today DTH is the only platform which can be said to be truly governed, regulated and monitored under such regulations. Platforms like Cable Tv, HITS and IPTV are far away from being at par with DTH platform in so far as the addressability and transparency is concerned. We are of the view that these platforms should be brought under the same regulatory regime as to QoS as applicable to DTH Platforms. However, the Authority would do well to ensure that in doing so the existing QoS regulations do not either impinge or transgress the rules by which DTH is governed. Considering the fact that all six DTH service providers put together have an aggregate active subscriber base of about 59 million there are hardly any consumer issues which could set alarm bells, which indicates the success story of the existing QoS regulations being currently implemented by DTH platform.

Uniform Regulatory Framework for Broadcasters regarding terms and conditions of providing channels to DPOs with similar QOS so that the DPOs can comply with obligations without having additional cost of compliance to the Broadcasters as well as to the Customers.

We recommend the below-mentioned uniform and conditions for DPOs:

1. Uniform buying channels:

Mandatory channels which consumers can opt for

2. Uniform Timelines for activation of services:

Irrespective of the operator, activation can take place within a specific timeframe However there should be certain exceptional conditions under which the Operators

would be eligible for extended Timelines, these conditions include conditions such as bad weather conditions, festivals/holiday period, geographical location, remote areas, hilly terrain, force majeure like cyclone, torrential rains, floods etc or any unforeseen activity which can be a hurdle.

**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.**

**(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**

**Answer to Question 3:**

**a) New Connection:**

As the Authority is aware, The Direct to Home Broadcasting Services (Standards of Quality of Service and Redressal of Grievances) Regulations, 2007 dated 31<sup>st</sup> August 2007 has specified all obligations of DTH service provider towards the customers as to the maximum time of not more than 5 days as being the limit within which a DTH service provider has to either connect, disconnect or shifting of CPE. In this regard, we would once again like to state and advocate that self regulatory regime would be ideal as it has been successful throughout all these years, taking care of the paramount interests of existing as well as new subscribers. It needs to be noted that DPOs provide connections to consumers in an expeditious manner in a competitive environment. Detailed discussion and justification in this regard is appearing in the succeeding paragraphs below.

Timelines can be uniform across DPOs but since DPOs have to depend on Service Partners for these services, it is not fully under DPOs control. However, it in the best interest of the DPOs the activation and installation of service happens in minimum possible time not only from a CSAT perspective but also from the aspect

of Revenue generation. Sooner the customer is activated, sooner would he become part of paying base of the operator. This aspect has been mentioned here only to enforce the thought that it would be an exception of highest order where Operator would be forces for delay activation and installation for new consumers. We would like to mention that there will always be factors like weather conditions, festivals/holiday period, geographical location, remote areas, hilly terrain, force majeure like cyclone, torrential rains, floods etc or any unforeseen activity which can be impact Timelines.

One more aspect regarding the Timeline is consumer readiness / issues in i.e. Providing CAF, correct address, electricity at premise at the time of visit, availability of consumer at the time of appointment, various permissions that need to be sought for installation for various residential plans, multi- story building (rental or self owned), and landlord premise rentals.

There would also be challenges in LCO areas where DTH Operators/Other MSOs are illegally stopped from installing services. There have been many such instances in the past where DTH personnel were threatened and assaulted by LCOs

**Answer To Question No. 4 (a):**

**Response time for processing new service request and conveying feasibility of providing connection at the desired location**

New service request and feasibility should be closed within 60 working hrs of receiving the request. The timeline will start from the time when Operator has formally received request for the same. However, this is governed by various factors that impact the timeline sometimes to undefined timeline like weather conditions, festivals/holiday period, geographical location, remote areas, hilly terrain, force majeure like cyclone, torrential rains, floods etc or any unforeseen activity.

**Answer To Question No. 4 (b):**

**(b) Time line for completion of CAF, installation and activation of service**

From a consumer perspective, installation and activation should be closed within 60 hrs of receiving the final request from customer, assuming feasibility has already been established, otherwise normal Timeline would be 60 hours per activity. However, this



is governed by various factors that will impact the Timeline to undefined time; weather conditions, festivals/holiday period, geographical location, remote areas, hilly terrain, force majeure like cyclone, torrential rains, floods etc or any unforeseen activity.

One more aspect of the Timeline is consumer readiness i.e. Providing CAF, correct address, electricity at premise at the time of visit, availability of consumer at the time of appointment, various permissions that need to be sought for installation for various residential plans, multi- story building (rental or self owned), and landlord premise rentals.

There would also be challenges in LCO areas where DTH Operators/Other MSOs are illegally stopped from installing services. There have been many such instances in the past where DTH personnel were threatened and assaulted by LCOs

For Operators the guideline should be to close 70% of the installation and activation of the new connections within 60 hours under normal circumstances. Abnormal circumstances cover this various factors that will impact the Timeline to undefined time; weather conditions, festivals/holiday period, geographical location, remote areas, hilly terrain, force majeure like cyclone, torrential rains, floods etc or any unforeseen activity.

As the Authority is aware, in so far as DTH platform is concerned it gives wide publicity to various options related to packages, CPE schemes, ala-carte prices of channels, customer care details and information pertaining to Nodal Officers, not only through multiple advertisement materials but also through websites, brochures, leaflets, directly or through its channel partners, which helps customers get entire spectrum of information regarding the services. We would like to suggest that QoS framework in this regard, which governs DTH platform should be made applicable to other platforms like Cable Tv, HITS and IPTV as well.

### **Necessity of corresponding obligations on the Broadcasters**

As discussed in our answer to question number 1 above, we would like to assert that it is expedient to have corresponding and similar guidelines, regulations as to QoS for broadcasters as well. There are multiple scenarios experienced by the DPOs wherein for acts of Broadcasters the DPOs are forced to redress customer grievances without Broadcasters requiring to provide any explanation. This according to us is absolutely

unjust, improper and needs intervention of the Authority by bringing in some set of rules to undo such scenarios.

**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?**

**Q7. Should use of e-CAF be facilitated, encouraged or mandated? Please provide your comments with justification.**

**Answer To Question No.5:**

There should be minimum essential information which include in CAF for uniformity across Operators. Minimum essential CAF information to be included should be as follows:

1. Customer Name
2. Customer Type(Commercial/ Consumer)
3. Installation and Correspondence Address along with the Pin code
4. Nearest Land Mark
5. Customer's contact details along with mobile number which will be used as the registered telephone number
6. Date Of Birth
7. Alternate contact number
8. Details of the Product Type
  - a. Serial Number
  - b. Smart Card Number
  - c. HD/SD
9. Customer ID
10. Work order ID of installation
11. Purchase scheme details (rental, outright, hire purchase, others if any)
12. Customer Package Details

13. Type of Subscription ( Single, Dual, Triple, Quadruplet)
14. Customers Identity proof type/details
15. Customer Signature/thumb impression
16. Important Terms and Conditions

As the Authority is aware that the Authority has vide its advisory dated 5<sup>th</sup> February 2016 to DPOs including DTH / MSO / LCOS / HITS / IPTV for use of Electronic Customer Application Form (e-CAF) advised all these platforms that they can use e-CAF as an alternative to the physical CAF and proceeded to lay down certain guidelines as mentioned therein. Whilst we appreciate the advisory of the Authority with regard to e-CAF, we urge the Authority to re-visit and re-consider information mentioned in part A to Part G of the Advisory which is verbatim the same as annexure III to this Consultation Paper. Current CAFs include all important and necessary information of the customer and also information pertaining to the type of service in detail with all terms and conditions of CAF and therefore we are of the view that the information / additional information as suggested by the Authority in Annexure III is not required. Having said this and without prejudice to the above, we submit our part wise response as follows:

- According to us, since all DPOs act and provide their services to customers only after procuring and having requisite licenses and permissions, information falling in Part A is not necessary.
- Part B and Part C is fine to be maintained.
- In Part D apart from (ii), information specified in (i), (iii) and (iv) being contingent and dependent upon different products and offerings, different situations cannot be captured in the CAF.
- Part E and F are fine to be retained.
- Part G: Information pertaining to payment made in this part is again not necessary as it is in all likelihood increase the logistical issues and also due to fluctuations in the pricing, introduction of new products, change of products by customers, change of offering by customers, this information should not be mandated. Additionally, we would like to mention here that the issues related to information contained in (ii) of this Part G is currently sub-judice and therefore Part G should be done away with.

It will not be out of place to mention that though the advisory dated 5<sup>th</sup> February 2016 issued by the Authority thereby allowing e-CAF as an alternative to physical CAF, there is no mention of the steps to be taken by the stakeholders with regard to the millions of physical CAFs lying in Godowns, Storehouses / Warehouses. It is to be noted that since we have already stored these physical CAFs in digital format, we would like the Authority to allow us to destroy the physical CAFs since the storage is causing immense environmental and health issues for warehouse employees. Additionally, in order to safeguard and protect the physical CAFs undue and unnecessary expenses are required to be borne by the stakeholders. Since we have maintained digital record of all physical CAFs executed till date, we request the Authority to issue an additional advisory authorizing us to destroy the physical CAFs executed till the date which the Authority could mention in such additional advisory.

**Answer To Question No.6:**

Furthermore, we are of the opinion that there is no requirement of keeping and maintaining a minimum font size for the CAF, more so when e-CAF has been allowed, which can be technologically zoomed and seen and read. Additionally, the CAF which is uploaded on the website can also be zoomed to view the content thereof.

**Answer To Question No.7:**

We suggest that use of e-CAF should be facilitated, encouraged and mandated. Additionally, we would also like to stress that the requirement of executing physical CAF and maintaining it should be done away with and only e-CAF should be mandated and it should not be kept as an alternative to physical CAF as mentioned in the Advisory 5<sup>th</sup> February 2016. Some of the benefits of implementation of e-CAF are as below:

- ✓ **Time and money saved** – Eliminates the cumbersome process of print, fax and scan documents.
- ✓ **Reduces paper work**- helps in avoiding wastage of paper.
- ✓ **Environment Friendly**- Lesser the number of papers used more the number of trees saved.
- ✓ **Faster results** – subscribers can have an option to execute the CAF by way of electronic signature and in quick time CAF can be executed.

- ✓ **Increased efficiency** – Storage of CAF in electronic form, unlike current CAF which needs to be stored at store houses.

While paper CAF is in place, we strongly recommend endorse e-CAF considering various factors

1. Government of India's vision towards Digital India
2. Go green environment drive to reduce the use of paper
3. Easy maintenance beneficial for both consumer and Operator

We recommend e-CAF, considering the government of India's vision towards Digital India, also the go green environment drive to reduce the use of paper. Further these e-CAFs should be linked to the Aadhar card. Smart phone based apps must be used for filing of the e-CAF along with e-signature of customer. With above we will be able to do away with issues like font size, paper CAF storage etc.

Furthermore, we are of the opinion that e-CAF should be mandated, with a gradual approach, where the DPO gets enough time put resources in place

We recommend e-CAF considering the government of India's vision towards Digital India, also the go green environment drive to reduce the use of paper. These e-CAF's should be linked to the Aadhar card. Smart phone based apps must be used for filing of the e-CAF along with e-signature of customer. With above we will be simply able to eliminate issues like font size, paper CAF storage etc.

e-CAF will further reduce the cost burden on DPO's which they are currently bearing in terms of printing of paper CAF with duplicate copy, cost of transportation, cost of storage of paper CAF and scanning cost. This e-CAF is also easy to access and to integrate this with the Subscriber management system is a lot simpler eliminating manual intervention and errors. Aadhar enable e-CAF will also enable easier customer authentication.

**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?**

**Answer:**

As the Authority is aware, we keep and maintain detailed MoP in respect of our products and services and we also submit copy thereof on quarterly basis along with the Performance Monitoring Report (PMR) to the Authority.

According to us the MOP should contain only the basic information mentioned below, in order to make it brief and handy:

- Call Centre contact information i.e. phone number and email address
- CPE usage Guidelines
- Rights of Customer
- Obligations of DPO
- Query and Complaint Redressal process at the call centre
- Nodal Officers Details
- Grievance handling process at the Nodal Desk incase customer is not satisfied at the resolution provided by Call Centre

We should encourage the use of digital MoP. MoP should be available on the website, with the dealers, on the smart phone app and a physical copy inside the new packing of the Set top Box. The customers should be able to download a copy of the MoP from the website. Additionally, Customers can also request a copy of the MoP by sending an email to the customer care from their registered email ID.

The details given in Part A of Annexure IV to this Consultation Paper are not required and more particularly the terms and conditions of service offered by the service provider are not necessary to be mentioned in the MOP since CAF is the document depicting the same. Minimum information as suggested by us in the above paragraphs is ideal and there is no need to specify additional terms as mentioned in Annexure IV of this Consultation Paper.

As mentioned in our answer to question no. 1 of this Consultation Paper certain aspects have to be left to the discretion of platform for convenience sake and self regulation should be permitted for MOP. Additionally, we would like to state that since DTH and Cable Tv are already under the obligation to maintain MOP and consumer charter, respectively, other platforms like HITS, IPTV should be brought under similar obligations, through appropriate directions.

**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.**

#### **Answer to Question No. 11 and 12**

Yes, there should be initial subscription period for customers.

The Broadcasters and the DTH operators have favored imposition of a minimum subscription period for any channel/ package similar to the 6 months period prescribed in quality of service norms for CAS while providing the new connection to protect the interest of both Subscribers and DTH service provider, for normal customer who enrolls by paying the box charges along with installation and activation charges.

In Interest of Customers: For long term entry offer, customers with 180 days until 1800 days the subscription recharge is done in advance, for such customers we ensure that their subscription prices are maintained till their subscription period in case of any price change. Subscribers in the existing LTR plans can migrate to other packages without having to make additional payment or recharges.

In adherence to the provisions under Regulation 9 of The Direct to Home Broadcasting Services (Standards of Quality of Services and Redressal of Grievances) (Amendment) Regulations 2009, we provide 6 months price protection to customers from date of enrolment to safeguard the customer's interest and the validity period whichever is higher.

Currently, customer has the flexibility to choose the subscription period of his choice, minimum being 30 days up to 1800 days from the date of activation.

In the interest of DPO's: For DPO's, in lieu of the costs for providing DTH services has been increased due to factors like Call Centre, Processing Cost, Bandwidth cost, CAS cost, Manpower Cost, High content cost from broadcasters end, fuel price, forex fluctuations, inflation & revision of various government levied Taxes etc. Not limiting to all the above said factors TRAI has enforced the 6 months price protection clause in favor of customers.

In such scenario, we propose the authorities to allow the recover the cost of initial 6 months of subscription + CPE charges + recovering the hardware cost without any refund of the available balance.

Since DTH has been mandated not to change the composition of package during the initial 6 months and if any channel is removed from the platform either give refund to customer on proportionate basis or alternatively provide another channel of the same language and genre. Historically it has been experienced by DPOs that Broadcasters stop or drop a channel without giving sufficient notice of such action culminating the DPOs sustaining losses towards price protection to customers. There is no corresponding duty laid down on the Broadcasters to ensure that in the event a particular channel is stopped from their end then they should provide DPOs with adequate and sufficient notice of such stoppage of a channel or alternatively provide a channel of the same language and genre. We are of the view that Broadcasters should also be brought within the purview of similar regulation.

As suggested in answer to Question 11, we propose it to be 6 months for customer who enrolls by paying the box charges along with installation and activation charges.

#### **Answer to Question No. 13 and 14**

**For Subscribers:** DPO's should protect the customer for 6 months from the date of enrolment or the existing validity period against the subscribed services, whichever is



higher. Also 15 days notice period should be given to customer in case of any price increase or changes in composition of channels and services.

**For DPO's:** For DPO's, in lieu of the costs for providing DTH services has been increased due to factors mentioned in answer to question 11. In such scenario, we propose the authorities to allow the recover the cost of initial 6 months of subscription + CPE charges + recovering the hardware cost without any refund of the available balance. Also the first portion of price will be apportioned towards cost incurred by DTH operators towards the RIO price payable to the broadcasters. Second portion would be appreciated towards huge operational costs incurred by DPO's. Balance position if any would be apportioned towards revenue for DTH operators.

Since the box is on rental mode, Hire Purchase and outright mode. We abide that on outright mode there will not be any binding liable to the customer in terms of initial subscription. The rental mode the subscriber should be restricted to his subscription and the subscriber should be on the platform till the cost levied by the DPO is recovered.

We suggest that the current framework for compensating the subscribers which is prescribed in the Regulation is sufficient and there is no need of any further and more provisions for compensation. The application Regulation in this regard is re-produced below:

*(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 amount under such subscription package by recharging or by making payments periodically to the direct to home operator.*

*(b) 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, 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.*

*(c) 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.*

It is stated that only DTH platform is under the obligation to provide such compensation or price protection to consumer and other platforms are left out of the purview of this provision. It is in this context that we state that platforms like Cable Tv, IPTV, HITS should be brought under the umbrella of similar regulation to protect the interests of customers which are paramount.

**Answer to Question No. 15**

As per the DTH broadcasting services (standards of quality of services and redressal of grievances) (amendment) regulations 2009 states, *“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.”*

We are of the view that the above methodology which is already in place can be continued with for calculation of compensation.

**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**

**Answer to Question No. 16 (a)**

We are of the view that the permissible maximum timeframe for disruption due to technical fault on the DPO network or at the subscribers end should be 48 hours commencing immediately after the disruption takes place. However, disruption due to

technical fault either on the DPO network or at the Subscribers end for reasons not attributable to the DPO should not be taken into account or consideration for any maximum permissible time-framework as envisaged under this question. Additionally, all reasons forming force majeure / natural calamity arising out of technical fault in satellite, wars, floods, heavy rains, etc should also be excluded. Force Majeure in the present context shall mean and include any reason/s or cause/s beyond the control of the DPO including but not limited to an act of God, fire, flood, natural disaster, failure of communications, equipment, machinery, transmission limitations/problems caused by topographical, environmental, atmospheric, hydrological conditions, cyber attack and/or such other factors, suspension of DTH license, breach of contract by any content and or technology partners, interference or tampering of DTH transmission by jammers, etc. Similarly if there is a disruption on either the DPO network or at the subscribers end for reasons directly or indirectly attributable to Broadcasters then such disruption should also stand excluded from the purview of the applicability of this question.

Additionally, it also needs to be considered as to whether a particular disruption is total or partial and as to whether it is due to failure on the part of transmission by Broadcasters and / or their satellite and necessary protection needs to be envisaged for the DPO. In case disruption takes place on the DPO network due to any reason attributable to Broadcasters then in that case a provision should be carved out under which Broadcasters could be held to be liable for making payment of compensation to the affected person.

**Answer To Question No: 16 (b)**

Technical fault at the subscribers end which impacts the viewing for 72 hours or more but this 72 hours should not include force majeure / natural calamity arising out of technical fault in satellite, wars, floods, heavy rains or any unforeseen circumstances or any delay from the subscriber's end (house lock, no appointment given, no terrace permission, customer not contactable, absence of NOC). Post completion of 72 hours, the subscribers can approach Nodal Officers of the DPOs, with their grievances for their redressal. However, in case if such technical fault at the subscribers end is attributable to the subscriber himself then the DPO should not be responsible for such technical fault. In case subscriber tampers with the CPE or if he without consent of the DPO tries to repair

the CPE through third agencies other than the authorized agent of the DPO or breaches any of the obligations towards CPE maintenance as mentioned in CAF and which results in technical fault at the subscribers end then under all these circumstances the DPOs should not be responsible for such technical fault and all such circumstances should be carved out as exceptions to the proposed rule.

**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.**

**Answer:**

Historically, it has been experienced that after DTH industry came into vogue in the country disruption which was equated with Cable Tv disappeared. Unless there is force majeure / natural calamity arising out of technical fault in satellite, wars, floods, heavy rainfall, etc there is no possibility of any disruption in service of DTH service provider and as such we are of the view DTH industry should be excluded. In all cases where disruption either at DPO network or at subscribers end due to any kind of technical fault attributable to reasons beyond the control of the DPO, the DPO should not be held responsible and this exception needs to be carved out to the proposed rule as to compensation.

**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?**

**Answer**

Our suggestions in this regard are as under:

1. The Customer should immediately intimate DPO in case the customer relocates to new Address and he will have to book fresh Installation in respect of the relocation address.
2. Removal of CPE from present Address should be at the expense of Customer and with the prior approval of DPO and any deviation from this term should attract termination of this CAF by the DPO.
3. DPO does not guarantee installation at the new Address, due to non receipt of signals in either remote areas or due to absence of line of signal.
4. Installation at the relocation address should be carried out in the presence of the Customer or his authorized representative only and not otherwise.
5. DPO should have the right to deactivate the Services, if the Customer moves the CPE to the new Address without proper authorization of DPO. In such an event any remaining service performance assurance on the CPE shall become automatically invalid.
6. The Engineer of the DPO should have right to charge for the Installation at the relocated Address as per the charges prevailing at that time.
7. If the ODU assembly, the set top box and other accessories to the new address is dismantled and carried by the authorized person of the DPO would attract additional charges as per current price list for Spares and Service.

**Timelines:**

Since shifting of connection involves removing the ODU and re-installation at new installation address; two activities which do not have an upfront time period between them as the same solely depends on the appointment finalized between the consumer and the DPO engineer. The general Timelines and conditions as for other complaints requiring Service team visit, should be applicable for removing the ODU but not re-installation.

Furthermore, the time lines will be impacted due to disturbances from force majeure, natural calamities, strikes, act of God, failure to keep the appointments, heavy rains, storms & floods, Appointment not fixed by customer, Continuous / prolonged power failure, subsequent rescheduling of installation by customer.

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

**Answer:**

In this regard, we would like to state that DTH platform already stands regulated under the provisions of section 9B of The Direct to Home Broadcasting Services (Standards of Quality of Services and Redressal of Grievances) (Amendment) Regulations 2009, which lays down a period not exceeding three calendar months to be considered as maximum period during which a customer can remain suspended from the DTH platform. However, the said regulation also allows DTH operator the right to refuse to suspend services if customer requests for suspension during currency of a calendar month.

In this regard, we would like to urge the Authority to suitably amend the aforesaid regulation and instead of three calendar months, four calendar months should be considered as maximum period during which a customer can remain suspended from the DTH platform. This is for reasons attributable to events such as exams of children, heavy rains, etc during which the consumer remains temporarily suspended and recharges after completion of 4 months.

Additionally, we would like to point out here that apart from DTH no other platform is regulated in this regard and hence we urge the Authority to ensure that platforms like Cable Tv, HTS, IPTV should be brought under the same umbrella of regulation.

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

**Answer**

We are of the view, that the issue pertaining to abrupt closure of service due to non-payment is already addressed by us thereby protecting the interest of the subscribers as well as that of the DPOs. The below-mentioned paragraphs will throw light as to the manner in which multiple communications are made to subscribers informing them about the date of recharge well in advance. The Authority will appreciate that DTH platform functions on a pre-paid model basis and no DTH operator in India is currently providing DTH services on post-paid model basis. Since we give advance notice to customers from

time to time thereby reminding him about the due date and recharge, it cannot be said that services abruptly discontinued. In fact, we continue to provide DTH services to our customers for three (3) days on credit basis and on customer recharging belatedly we adjust proportionate amount for those number of days.

The objective is and should be always to provide uninterrupted services to subscriber. Since DTH industry works on the prepaid model there is a likelihood of the closure of services due to non payment but it can be completely evaded by reminding the subscriber about the upcoming payment due date and facilitating the payment via a convenient mode for hassle free transaction. Subscriber is communicated and reminded through multiple mediums like an SMS (Short Message Service) on his/her registered mobile number, Messages on TV screen are also sent to inform subscribers about the upcoming due date and pre-empt the subscriber to pay the dues prior to the due date, Email communication is also sent onto subscribers registered email address, Pre-Recorded message in customers preferred language using IVR (Interactive Voice Response) platform are dialled onto subscribers registered mobile number, Personalised calls by customer care executives to remind and guide the subscriber for timely payments. These multiple modes should be utilised effectively in phased manner to remind the customer for timely payments and to avoid abrupt closure of services.

Along with the extensive and exhaustive reminder service, subscribers should also have an option to check his/her account balance and due date through my account section on TV, website & mobile app, by sending an sms to get the latest account information and by calling the customer care.

Subscriber is and should be given an option to make the payments through multiple payment instruments like cash through the vast retailer-distributor-dealer network, credit card, debit card, net banking, wallets, etc. Subscribers should also be encouraged to do advance long term payments to avoid the hassle of monthly payments.

Inspite of all these proactive means and measures there would be situations wherein subscriber is unable to pay the dues on time, in such cases wherein subscriber calls the customer care executive and expresses his inability to pay the dues on time due to genuine reason and promises to pay the dues at the earliest should be given an extended viewing period through temporary credit against the subscribers promised payment. This service incurs losses to the service provider in case the subscriber doesn't pay the

subscription charges but still the service provider offers this service to delight the subscriber.

There might be certain subscribers who may still be unable to pay the dues prior to the due date or extended viewing period due date and their services are disconnected. Subscribers in disconnection can view our home channels which communicates essential the information related to payments. They can also view DD Loksabha & DD Rajyasabha channels.

These are some of the initiatives planned to reach out to the subscriber and remind him about the upcoming due date and assist him to pay the dues with ease.

**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?**

**Answer**

As a DTH service provider we always strive to ensure that the subscriber should never face closure of service. The framework being followed ensures that the subscribers are informed in phased manner well before the payment due date.

The procedure and framework is illustrated below:

- I. Payment due date reminder against sudden closure of service attributed to defaults by a subscriber  
Subscriber is communicated and reminded through multiple mediums like an SMS (Short Message Service) on his/her registered mobile number, Messages on TV screen are also sent to inform subscribers about the upcoming due date and pre-empt the subscriber to pay the dues prior to the due date, Email communication is also sent onto subscribers registered email address, Pre-Recorded message in customers preferred language using IVR (Interactive Voice Response) platform are dialled onto subscribers registered mobile number, Personalised calls by customer care executives to remind and guide the subscriber for timely payments. These multiple modes should be utilised effectively in phased manner to remind the customer for timely payments and to avoid abrupt closure of services.



- II. Extended viewing period through temporary credit against gradual closure of service

There would be situations wherein subscriber is unable to pay the dues on time, in such cases wherein subscriber calls the customer care executive and expresses his inability to pay the dues on time, due to genuine reasons and promises to pay the dues at the earliest should be given an extended viewing period through temporary credit against the subscribers promised payment. This service incurs losses to the service provider in case the subscriber doesn't pay the subscription charges but still the service provider offers this service to under the hope that the subscriber will recharge at a later date. In fact, we continue to provide DTH services to our customers for \_\_ days on credit basis and on customer recharging belatedly we adjust proportionate amount for those number of days.

- III. Providing Home channels after disconnection of signals to the subscribers due to non-payment

Subscribers whose connections are disconnected due to non-payment can continue to view our home channels which communicates essential the information related to payments.

We are of the opinion that the gradual closure of services model which is implemented in telecommunication sector cannot be implemented in Broadcasting sector since the gradual closure of services referred to in the telecommunication sector is not feasible and possible in case of re-transmission of signals of channels to customers. Basically platforms like DTH operate on pre-paid basis and therefore the only remedy to ensure that signals are not abruptly disconnected is to keep the consumer awareness regarding the recharge date and reminding him from time to time well in advance before the date of expiry.

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

**Answer**

DTH Industry has high capital expenditure (Capex) investment to acquire and upgrade fixed, physical, non-consumable assets, such as buildings and equipments. These investments also maintain the existing levels of operation within the company and also foster future growth.

However, due to compelling reasons if a particular DPO is required to close down its business then a public notice in any two national newspapers to that effect can be given by the DPO informing all concerned. Furthermore, to ensure that subscribers are intimated well in advance a prior intimation of twenty one (21) days can be provided to the customers to enable customers to opt for services of any other DPO.

**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?**

**Answer**

At the outset, we would like to state that all issues pertaining to CPE before the Hon'ble TDSAT and also before Hon'ble Supreme Court Of India and as such we would urge the Authority to record our comments to all above questions, without prejudice to our rights and contentions raised by us in those matters.

In this regard we further state that the uptake of schemes of the DPO is not low and schemes for CPE like Hire Purchase, Rental and Outright Purchase are complementing each other very well in the open market as customers have the choice to opt for any of the schemes launched by the DPO from time to time. Consumer awareness is there for all to see as schemes are not only published in various news papers, marketing materials, brochures, leaflets, pamphlets, websites, magazines but also the customers become aware through channel partners like dealers, distributors, channel partners.

Consumers are always made aware by DPOs regarding various terms and conditions pertaining to any given product, new product, packages, schemes, their terms and conditions through various medium of communication.

As a DTH operator, we have taken numerous steps such a making the details of the schemes and its related terms and conditions available on our website, in the CAF, through call centre, etc in order to ensure that Consumer is well informed of the schemes and takes a informed decision before opting for a suitable scheme for subscribing to the DTH services.

As the Authority is aware unlike historical cable services DTH industry brought in vogue quality audio and video services which are entirely addressable and transparent and thus transformed the viewing experience of customers across the country. The main reason for this success was adherence to standards prescribed by the Bureau of Indian Standards for the Set Top Boxes. We are sure that if all platforms similarly adopt BIS standards then that will be a step in right direction for all digital platforms.

We state that the visiting charges should be applicable even in warranty / guarantee period as the manufacturer provides warranty only for those parts which have a manufacturing defect hence as such during the warranty / guarantee period the customer is not charged for replacement of part of the CPE which has a manufacturing defect which comes under the warranty. However, DPO incurs cost for visiting at the premises of the

customers which cost is not considered or taken while installing the new CPE and is separate cost incurred to DPO and is payable to the third party on each visit. As such, even during the warranty guarantee period the visiting charges should be payable.

**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**

**Answer**

Since, Bureau of Indian Standards (BIS) is already taking care of standards and essential technical parameters for ensuring good quality of service for the platforms, it will be in the best interests of all stakeholders to continue with the same as any further and more interference into this set body will unnecessarily give rise to conflicting standards and parameters.

Even under the Licensing regime for DTH, BIS has been mandated to set standards and essential technical parameters and as such the Authority should exclude this question from the consultation process.

**Q 32. What are the different methods to effectively increase consumer awareness?**

**Answer**

We are of the opinion that presently various promotional and marketing activities carried out by the DPOs including the availability of the information on their respective websites is sufficient in making the customer aware of the details of the services. In this regard, we would like to state as under:

Consumer awareness is of vital importance and providing adequate information to the customer enables him to make an informed decision.

We would like to highlight that there are various touch points where a customer interacts with the DPO at the time of subscribing to the services of a DPO, starting from pre-sales stage till his association with the DPO. Therefore customer awareness at every touch point is vital to help the consumers make an informed decision before subscribing to the services of the DPO. We would like to lay down the stages at which we disseminate information to the customers and keep the customers well aware off:..

**Pre Sales:** - With the thought process of opting for the d2h services, the customer can approach the DPOs through various mediums such as Call Centers, websites and dealers, etc to make an informed decision. . Additionally, we understand the importance of a customer and the choice preference that he needs to have in this competitive market scenario, therefore we have implemented various marketing tools like brochures, leaflets, pamphlets, campaigns, etc which are also vital source of information relating to package choice and its prices, channel availability, top ups, etc. Customer is also given an option to visit our website which is a library of information containing information such as channel choices, recharges, offers, service related mechanisms, call centre numbers, value added services, etc to name a few. Furthermore, for the sake of convenience of the customers multi Lingual call centers catering to major spoken languages are again an effective tool to spread consumer awareness at various stages.

**After Sales:** - Looking at the competitive market scenario the DPO are well aware regarding the consumer rights and number of choices available to him. Therefore after sales consumer awareness is also very important. Website and Call Centers are the two most commonly used tools to effectively use the consumer awareness.

All service related information is already available on our website. Such information contains information relating to packages and its prices, recharges, warranty, its terms and conditions, etc. Customers are also given an option to log a complaint on the website for any grievances which he may have.

**Manual Of Practice (MOP):** Additionally, website has a digital copy of the MoP available to the customers which can be downloaded by the customers. MoP contains a wide variety of information like Nodal Details, Call Centre details, Query and complaint redressal process

at the nodal level and at the Call Center. DPO pro actively provide account information of the customers on their television screen so information pertaining to Customer ID, Balance and package details are readily available with the customer.

Customer also have access to 24X7 multi lingual call center for any information which they wish to seek regarding packages, its prices, recharges, channels, etc.

In addition to the above, we carry out various consumer awareness activities through various mediums such as SMS, B-Mails, Outbound activities, etc.

DPO's also increase the awareness of d2h services not just by running scrolls on the home channels but also by running short advertisements / films, graphical representations, etc which are keeping the consumer well informed.

**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?**

#### **Answer to Question No. 33**

We are of the opinion that websites of DPOs are usually the primary source of information for the customers. Consumer corner can be into 2 parts i.e. the pre login for the customer who wants to make an informed decision of choosing a product and post login for the customer who has bought the product.

#### **Pre-Login Consumer Corner**

To enable a customer to take an informed decision and choose a product for his primary requirement, he will first need to understand the packages and a la carte option. Accordingly, we have made available on our website as well as through pamphlets, leaflets, brochures, etc all the information pertaining to the various packages, its prices, add-ons,

value added services, top ups, details of channels on ala-carte bases, etc Since it is a pre login consumer can also be made aware of the description of CPE, product schemes, etc. Since this is the inception stage at which the customer takes a decision whether to opt for the services of a particular operator, it would be apt to make available the MOP to the customer to make him aware of his rights and obligations. The payment process should be available to the customer once he has made an informed decision. Therefore providing Call Center number details will be feasible.

### **Post-Login Consumer Corner**

For the customer this section should display his customer ID along with his name and other account details like CPE details, Package and scheme opted for and the existing offer which may be running for existing customers. The package option should clearly specify the channels which are a part of that package and the top ups or add ons which are available for the customer to subscribe. Customer should be able to upgrade or downgrade his package from the website provided the mentioned terms and conditions are followed. Customer should also have information regarding his balance and recharge due date and should have the flexibility to change his registered telephone number in this section of the consumer corner. Customer should also be able to log complaints in the complaint management section and this complaint management should only be visible to the customer post login. Customer can view the MoP or request a copy of the MoP on their registered email ID. From this section the customer should also be add value added services and the details of the value added services along with its price should be mentioned. Customer should also be able to view the CPE warranty details and the grievance redressal process at the time of logging a complaint. AMC if any and the billing or recharge details if applicable should be visible to this customer in this section. Customer should also have visibility towards relocation of his connection. Since he is an existing subscriber DPO should also make the customer aware of the benefits of having multiple connections. Customers can also get visibility on the process of how to lock and unlock or hide and unhide a particular channel which the customer does not want to see for some reasons for a certain period of time. This section could also contain electronic program guide which could be useful to the customer to find details of a particular program.

### **Answer to Question No. 34**

Yes, for various web based operations can be outsourced to a third party especially for smaller DPOs, provided the customer information is kept secure by these third parties

**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?**

**Answer**

We are of the opinion that “In Channel” communication means are effective tool of disseminating important information to the customers, this can be best communicated by running scrolls, onscreen displays without impacting the viewing experience of the customer.

“In channel communication” is again an effective tool which can be used customer awareness. In channel communication method of communication by the use of scrolls, forced messages, B-Mail, short advertisements on home and landing page of home channels to keep the customer well informed regarding important changes like

- call center numbers,
- recharge due date reminders,
- new offers beneficial to the subscribers
- channel or package related communications
- Change is channel sequence (LCN)

**Scrolls:**

The scrolls also form an essential part of In channel communication and should be permitted for display at the bottom of the screen so that important communications are also passed on to the consumers and at the same time the viewing experience of the customer do not get impacted.

**B-MAIL:**

B-Mail is also an important in channel communication method and it does not disturb the customer viewing experience as there is only a small colored mail icon on the top of



the screen. B-Mail can also help the customer to revisit old information which the customer may have skipped since the B-Mail is kept till a certain amount of time on the screen before it gets deleted. B-Mail can also be used for recharge reminders to prompt the customers to recharge his account before the due date.

Short advertisements such as audio visual clip, presentation slides or short movies on the Home Channel should be used to provide various useful information to the customers. For example to inform the customer regarding the relocation process, temporary Suspension process, how to access the website and perform self help activities, how to set favorites, how to lock or hide or unlock or unhide a particular channel etc. These short advertisements on the home channel do ensure that the customer is kept well informed at all times. These short advertisements or audio visual clips can be kept multi lingual to run in a loop on the home channel to help all customers.

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

**Answer:**

We are of the opinion that there are various checks and balances for verification of the subscriber communications, these include checking of Registered Telephone Number (RTN), Customer ID, Smart Card Number, SMS's on the RTN post any transaction, etc.

Subscribers are assigned an unique identifier by the respective service provider. This identifier may be termed as Customer ID or Subscriber ID. Subscriber may use this identifier to avail additional services and for querying account related information. Along with the Customer ID, subscribers 'Registered Telephone/ Mobile Number' should also be considered as an unique and valid subscriber identifier.

Subscriber may avail additional account related services such as package upgrade/downgrade, add-on services, etc. These services may be availed through any of the following mediums broadly categorised under two sections - Self Service & Assisted Service.

I. Self Service

- a. Website
- b. Mobile App
- c. SMS
- d. Missed Call

## II. Assisted Service

- a. Customer Care
- b. Email

Self service is initiated by the subscriber directly. There would be an automated validation by the system prior to any transactional activity on the account. These additional and enhanced services like upgrades and add-on's are extensively communicated and the subscriber is aware of the various self service mediums to avail these services.

Subscriber can visit the service provider's website and could avail these services either through pre login or post login mode. In pre login mode validation should be via OTP on subscriber's registered mobile number. In case of post login scenario, subscriber has to create a profile to avail personalised my account services. This post login scenario involves only one time validation through OTP on registered mobile number and for subsequent transactions only credentials like user id and password is required. Alternatively subscriber can download the official app of service provider and post validation avail the services like upgrade/downgrade, add-on activation with just one-click.

Additionally subscriber may send SMS using pre-defined syntax to avail a particular service. There would be no additional validation if subscriber has messaged from the registered mobile number. If subscriber is messaging from non-registered mobile number then it would be mandatory to enter the customer id along-with the syntax to avail the service. There is another medium through which these services can be availed and that is missed call. Subscriber has to give missed call on a particular number to avail the desired service. This service can only be availed via registered mobile number only. All these self service modes are extensively promoted and subscriber is aware about its usage.

The other section is that of 'Assisted Services' wherein subscriber is assisted/helped/guided/educated about the services. Subscriber can approach the customer care either via calling them or via sending out an email. Customer care executive

will validate the subscriber credentials by verifying the customer id and registered mobile number post which they will activate the desired services.

**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?**

**Answer**

Subscribers may avail additional services through either self service or assisted service and usually the activation SLA's range from instantly to 24 hours. After activation of any of these additional services like package upgrade, add-on, etc an SMS is sent to subscribers registered mobile number for confirmation. If in case of any concern/dispute, subscriber can immediately request for redressal by approaching customer care. There are certain modes (SMS, call records, email, etc) wherein subscribers consent is explicitly captured and it is stored as proof for any future escalation, also there are certain modes (website, mobile app, etc) which are completely automated and there is no explicit consent proof available for storage however these are the modes which can only be accessed by the subscriber with validation only and there is no possibility of any intervention.

Subscriber may avail additional account related services such as package upgrade/downgrade, add-on services, etc. These services may be availed through any of the following mediums broadly categorised under two sections - Self Service & Assisted Service.

- I. Self Service
  - a. Website
  - b. Mobile App
  - c. SMS
  - d. Missed Call
- II. Assisted Service
  - a. Customer Care
  - b. Email

In case of SMS, Missed Call, Customer Care & Email based activations the records may be stored for 60 days to address any subscriber queries and concerns.

**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?**

**Answer to Question No. 38**

We are of the view that there should be no restriction on packaging. DPOs being well aware of the market demands work out the best packaging to suit the consumer needs.

**Answer to Question No. 39**

Consumers should be free to choose the channels which they wish to watch i.e. in case of a la carte and consumers should also be free to take a base pack along with the number of top ups which he wishes to watch.

**Q 40. Whether the choice of Pre or Post paid method should be mandatorily made available to the subscribers?**

**Answer**

We state the DTH industry has best worked on pre-paid basis and we should continue with existing Prepaid model.

Post paid Scenario: Postpaid for DTH industry will be expensive for customers considering the factors

- a. Monthly billing rental charges
- b. Collection of bill payments
- c. Bad debts for defaulters
- d. Paying for entire month even if they doesn't wish to
- e. Paper wastage
- f. Courier charges

- g. Lack of education among customers to understand the bill
- h. Additional Manpower and operation cost

Pre paid Scenario: Prepaid for DTH industry is reasonable for customers considering the factors

- a. Pay only as you use
- b. Choice of payment/recharge in customers interest
- c. No Monthly rentals
- d. Easy recharge options in rural areas
- e. Can recharge with lower value denomination like Rs 50
- f. Prepaid model is easy to understand the due date and the recharged amount
- g. Customer doesn't get charged for the period he is not watching his services

**Q 41. What should be the essential information contained in the monthly Bill/ Usage details to be provided to subscribers in post paid or prepaid system?**

**Answer**

The details to be provided to customers in prepaid system should be as below.

- (a) Customer details like (customer id, address, DOB, charge period from, charge period to etc)
- (b) The charges for such package
- (c) The charges for the value added services availed by such subscriber
- (d) The charges for Direct to Home Customer Premises Equipment
- (e) The nature and rate of applicable taxes
- (f) Recharges done in that period
- (g) Customers services Due date as on statement issue date

**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.**

**Answer to Question No.42**

Yes, prepaid method is the most convenient method for customers, below are the benefits

- a. Pay only as you use
- b. Choice of payment/recharge in customers interest
- c. No Monthly rentals
- d. Easy recharge options in rural areas
- e. Can recharge with lower value denomination like Rs 50
- f. Prepaid model is easy to understand the due date and the recharged amount
- g. Customer doesn't get charged for the period he is not watching his services

**Answer to Question No.43**

Prepaid billing cycle should be 30 days which is presently followed by the DTH industry.

**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 publicized amongst the subscriber?**

**Answer to Question No. 44**

No. We firmly believe that deduction of maintenance related charges for CPE from the pre paid subscription account should not be prohibited; as we should give customers the choice to either pay for the charges at the time of service request or to chose deduction from their existing balance where they have sufficient balance in their DTH account. By

giving them this flexibility we give customer the choice of utilizing their own prepaid amount to DTH, this will lead to reduction in viewing period which customers are aware of.

**Answer to Question No. 45**

First and foremost, the toll free number should be made available in MOP.

In addition to MoP, the toll free number should be made available on Operator's website.

The Dealer/Distribution network too needs to educate the customer on toll free facility at the time of sale

However, we have noticed many times that the toll free facility is misused by some consumers where he would call up for services which are made available through self help or for issues not pertaining to service. This needs to be addressed and some regulation needs to put around

**Q 46. How response time and accessibility of call centre including that of the Call centre executive can be enhanced?**

**Answer**

It is noticed that one set of consumers are very inclined towards self help without any human intervention and there is other set who always demand human intervention. This is largely due to educational, social, economic background and also due to behavior traits of consumers.

It is imperative for Operators to strike appropriate balance so that consumers of both traits are safeguarded in terms of access to contact centers

It is recommended that the customer should get a clear option to connect with contact centre in every leg of the IVR, may be after the self service options are announced but it has to be there.

However, the response time and accessibility to the contact centre/contact centre executive, will depend on many factors like natural calamities, unforeseen circumstances, festivities, force majeure like cyclones, floods etc. The impact of these situations is not only

technology support wise but also human resource wise where personnel might not be able to report to work.

Due to design of support system, Operator has to choose fixed number of contact centre locations for nationwide support, and while load balancing too will help but only to limited extent.

Operators should provide alternate channels like email support in general and in exigencies

**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**

**Answer**

**a. Call centre availability hours**

Due to nature of service, it is essential for Operators to provide 24 x 7 call centre support.

However, the response time and accessibility to the contact centre/contact centre executive, will depend on many factors like natural calamities, unforeseen circumstances, festivities, force majeure like cyclones, floods etc. The impact of these situations is not only technology support wise but also human resource wise where personnel might not be able to report to work.

**b. Multiple languages in IVR**

We recommend having multi lingual support for major spoken languages.

Manpower management at call centers, especially language wise is cumbersome and one call centre agent is not only supposed to manage multiple languages but also various call types. Operator should get flexibility to offer language based on the volume of calls



pertaining to the language. This may vary from time to time and hence the language support.

However, the availability and accessibility to language queue at the contact centre/contact centre executive, will depend on many factors like natural calamities, unforeseen circumstances, festivities, force majeure like cyclones, floods etc. The impact of these situations is not only technology support wise but also human resource wise where personnel might not be able to report to work.

### **c. Response time for answering IVR and voice to voice calls**

#### **Response time at IVR**

IVR response time depends on various factors inside and outside Operators purview. In an ideal situation, 80% of calls should connect to IVR in 20 secs and 90% of calls should connect to IVR within 40 secs.

However, the response time and accessibility to IVR will depend on many factors like natural calamities, unforeseen circumstances, festivities, force majeure like cyclones, floods etc.

#### **Response time for voice to voice calls**

Voice to Voice response time depends on various factors inside and outside Operators purview. In an ideal situation, 80% of calls should connect to IVR in 60 secs and 95% of calls should connect to IVR within 90 secs.

However, the response time and accessibility to human assistance will depend on many factors like natural calamities, unforeseen circumstances, festivities, force majeure like cyclones, floods etc. The impact of these situations is not only technology support wise but also human resource wise where personnel might not be able to report to work.

In both the above points, in addition to what is mentioned outside the purview of Operator, there are issues pertaining to the technology Partners, especially who provide connectivity for data and voice across various call centre locations. Any breakdown at technology front at Technology Partner site will result in undefined delays and in such situations, it becomes very difficult to explain the issue to the customer

### **d. Sub menu and accessibility of customer care executive**



It is noticed that one set of consumers are very inclined towards self help without any human intervention and there is other set who always demand human intervention. This is largely due to educational, social, economic background and also due to behavior traits of consumers.

It is imperative for Operators to strike appropriate balance so that consumers of both traits are safeguarded in terms of access to contact centers

It is recommended that the customer should get a clear option to connect with contact centre in every leg of the IVR, may be after the self service options are announced but it has to be there.

**Q 48. What should be the Timelines for complaint resolution for different type of complaints at call centre and Nodal officer level?**

**Answer**

**Timeline for resolution at Call Centre**

For complaints received at call centers, in general Resolution timelines for any complaint should be 72 working hours.

We would like to mention that there will always be factors bad weather conditions, festivals/holiday period, geographical location, remote areas, hilly terrain, force majeure like cyclone, torrential rains, floods etc or any unforeseen activity which can be a impact Timelines

One more aspect of the Timeline is consumer readiness i.e. Correct address, electricity at premise at the time of visit, availability of consumer at the time of appointment, various permissions that need to be sought for repair for various residential plans, multi-story building (rental or self owned), and landlord premise rentals. Also, for cases where visits aren't required, customer may be required to be contacted for clarification or an interim solution. If customer isn't available on phone, resolutions will be delayed indefinitely till the time customer isn't contactable



There would also be challenges in LCO areas where DTH Operators/Other MSOs are illegally stopped from installing/repairing services. There have been many such instances in the past where DTH personnel were threatened and assaulted by LCOs

An average ninety per cent of complaints concerning non-receipt of signals by the Customer save and except due to disturbances of weather or natural calamities, strikes, act of God, failure to keep the appointments, Heavy rains, storms & floods, Appointment not fixed by customer, Continuous / long power failure, Relocation request and subsequent rescheduling of installation by customer, will be redressed and we will restore the signals within a period of forty-eight hours of the receipt of complaint. We will redress at least ninety per cent of complaints (other than non- receipt of signals) by customer, within a period of seventy two hours of the receipt of complaint. Provided complaints for Customer coming from remote or hilly tracts or hilly areas or distant rural areas or Disturbances due to weather may be readdressed as early as may be feasible.

#### **Timeline for resolution at Nodal Desk**

We have appointed Nodal Officers in every State. In case a subscriber is not satisfied with the redressal of his grievance by our call centre, he may approach the Nodal Officer by available means of communication for redressal of his grievance. In case of emergency issue a subscriber may approach the Nodal Officer directly instead of call centre for redressal. On receipt of a complaint the Nodal Officer will register the same, issue an acknowledgement to the subscriber within 3 days from the receipt of complaint and intimate the subscriber within 10 days the resolution or redressal of the issue

**Q 49. Can outsourcing of call centre and web based complaint monitoring functions to third party help in increasing efficiency and compliance levels?**

**Answer**

**Outsourcing of Call Centre**

Outsourcing of call centers or a Captive set up should be left to the Operator as both the arrangements have advantages and disadvantages in terms of service delivery, cost, control and day to day operations management. We strongly feel that from a consumer perspective, it is immaterial whether call centre is outsourced or not. All conversation logically are between consumer and Operator.

**Web based complaint monitoring functions**

Given the nature of most of the complaints, the Timelines for resolution are not such that they would need constant updates, nevertheless web based monitoring can be useful but not to a large extent. It is something which is good, if available, but not necessary.

On most of the complaints, the consumer gets an instant Timeline and various regulations mentioned in above questions safeguard consumers' interest in this regard.

The compliance levels in both the above points will remain un-affected in absence or presence of outsourced model as there would be no change in effort in terms of manpower, other resources and technology invested in this regard.

**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.**

**Answer**

Complaint registering should be available on the following portals

- i) Website
- ii) Mobile Application
- iii) SMS

Customer should be able to login in to his account using his username and password (not for SMS)

Post login, the customer should select the appropriate complaint type as follows:

Billing

Subscription related

Signal Related/ Viewing Related

Product Related

Others

and register the complaint.

Before the complaint, all portals would mention troubleshooting steps so that if instant redressal is possible, it may be provided. This will also involve sending various commands for resumption of services which are very common in DTH space.

The most innovative way would be a process through which only those complaint which need Operator intervention be raised and rest get resolved customer end only on the mentioned portals

For SMS based complaint management, the most ideal way would be to send specific defined key words in SMS text understand the issue of the customer, however there would be errors, hence calling back customer in certain case will be required. The customer though should get acknowledgement back through SMS mentioning whether the complaint has been registered or not or needs more clarity.

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

**Answer**

We are of the opinion that the Authority should come up with common PMR application specifically dedicated to online filing of Performance Monitoring Report (PMR) which will enable the DPOs to electronically file the PMR. Apart from the contents of existing PMR format it will be necessary to have specific password assigned to individual DPO so that the information contained in the PMR is not leaked and remains confidential. However, the requirement of keeping physical copies of PMR should be done away with once electronic PMR gets implemented.

**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.**

**Answer**

We are of the view that half yearly self audit by DPOs with certification that they are compliant of QOS should suffice. In case of complaint the explanation can always be called for and necessary verification measures on case to case basis can be done.

**Q 55. Should all channels carried on the platform of a DPO must be included and shown in the EPG? Justify your comments.**

**Answer**

Presently, we are ensuring that all the necessary information pertaining to the availability of the channels along with the programs are provided on the EPG even though the subscriber may have not opted for such channels. This enables customers to take an informed decision whether to subscribe for that particular channel basis the information of the programs available on the EPG.

**Q 56. Stakeholders may also provide their comments on any other issue relevant to the present consultation.**

**Answer**

At the outset, we would like to state that since there is no QOS framework for Broadcasters on similar lines which applied to DPOs we strongly urge the Authority to come up with a detailed QOS framework for Broadcasters as well. This will facilitate mutual compliance of respective obligations between Broadcasters and the DPOs which in turn will help the Authority to properly balance consumer interest.

We are of the opinion that it is the need of the hour to come up with a similar QOS for Broadcasters, to enable customers to be well informed about:

- ✓ Availability of Sports contents by broadcasters with multiple feeds/channels (SD and HD both). This will avoid a situation where the customers are billed separately for the same content which is available in different feeds.
- ✓ channels offering the same content but in different languages.
- ✓ In case of some events, the same event is being telecasted on 7-8 channels of the same Broadcaster. This information helps customer to select only one particular channel carrying the specific desired event, rather than subscribing to all those channels which carry that event.
- ✓ On top of it, it is also available on HD and the consumers are billed separately for the same
- ✓ After charging hefty fee for sports and other contents, Sports is also shown on Mobile tv through wholly owned subsidiary, DPOs feel helpless in this and request authorities to come out for regulation for mobile tv App (through wholly owned subsidy) based platform. Also must provide rule for Mobile tv should also be extended in case in DPOs want to offer same services to any customers. Currently Mobile tv business is in Monopolistic nature to broadcasters as they do not share the content to other DPOs except distribution platform owned by themselves.