



# **REVISIONS TO THE CONSUMER PROTECTION REGULATIONS FOR THE ELECTRONIC COMMUNICATIONS SECTOR**

**Statement of Results and Final Decision**

**Issue Date: 8 March 2024**

**ECS 02/2024**

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# 1. Introduction

The Utilities Regulation and Competition Authority ('URCA') issues this Statement of Results and Final Decision following the public consultation on its proposed revisions to the Consumer Protection Regulations for the Electronic Communications Sector ('ECS'). URCA published the consultation on 18 September 2023.<sup>1</sup> The original deadline for responses was 19 October 2023 however the deadline was extended to 30 October 2023 by request to allow for additional time to respond.

The Consumer Protection Regulations ('Regulations') were originally published on 30 December 2013 followed by a revised document referred to as Version 1.0.1 published on 7 February 2014.<sup>2</sup> Due to the changes that have occurred in the sector and URCA's experience with handling consumer complaints since the Regulations were first published, URCA found it necessary to update the Regulations to make them fit for purpose, clarify any ambiguity, and issue new measures in areas where consumers were not protected.

The objectives of the consultation were to present URCA's proposed revisions to the Regulations and invite feedback from the public. In addition to feedback from consumers, URCA received a joint response from Cable Bahamas Limited and Be Aliv Limited ('CBL/Aliv') and responses from The Bahamas Telecommunications Company Limited ('BTC') and Global Nexus.

In accordance with sections 5(d), 8(d), and 45(2) of the Communications Act, 2009 ('Comms Act'), URCA issues this Statement of Results and Final Decision containing the summary of the feedback received during the consultation, URCA's responses to the feedback, and URCA's final decisions. The Statement of Results and Final Decision will be published along with the updated and finalised Regulations reflecting the confirmed changes.

The updated Regulations will be cited as 'Consumer Protection Regulations for the Electronic Communications Sector, 2024' to reflect the applicable sector and the publication year. In the consultation document, the Regulations were expected to be completed and published in late 2023 however the completion was delayed due to requests from licensees to extend the response deadline.

The remainder of this document is set out as follows:

- Section 2 provides the regulatory framework relevant to this Statement of Results and Final Decision.
- Section 3 summarises and responds to the feedback received during the consultation.
- Section 4 contains the conclusion and next steps.

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<sup>1</sup> The consultation document on the proposed revisions can be found at <https://www.urbahamas.bs/wp-content/uploads/2023/09/URCA-ECS-Consultation-Revised-2023-Consumer-Protection-Regulations.pdf>.

<sup>2</sup> The Consumer Protection Regulations Version 1.0.1, 2013 can be found at <https://www.urbahamas.bs/wp-content/uploads/2017/02/ECS-19-2013-Consumer-Protection-Regulations-VERSION-1.0.1-2.pdf>.

## 2. Regulatory Framework

This Section sets out the regulatory framework under which URCA has exercised its powers to issue this Statement of Results and Final Decision.

The Comms Act empowers URCA as the regulator to implement the ECS Policy, enforce the provisions of the Comms Act, and enforce licence conditions.

As set out in section 4 of the Comms Act, the main objectives of the ECS Policy are:

- (a) to further the interests of consumers by promoting competition and in particular–
  - (i) to enhance the efficiency of the Bahamian electronic communications sector and the productivity of the Bahamian economy;
  - (ii) to promote investment and innovation in electronic communications networks and services;
  - (iii) to encourage, promote and enforce sustainable competition. . .
  
- (b) to further the interests of persons in The Bahamas in relation to the electronic communications sector by-
  - (i) promoting affordable access to high quality networks and carriage services in all regions of The Bahamas;
  - (ii) maintaining public safety and security;
  - (iii) contributing to the protection of personal privacy;
  - (iv) limiting public nuisance through electronic communications;
  - (v) limiting any adverse impact of networks and carriage services on the environment; and
  - (vi) promoting availability of a wide range of content services which are of high quality.

Section 5 of the Comms Act states:

All policy measures, decisions and laws to take effect in the electronic communications sector in The Bahamas shall be made with a view to implementing the electronic communications policy objectives and shall comply with the following guidelines –

- (a) market forces shall be relied upon as much as possible as the means of achieving the electronic communications policy objectives;
- (b) regulatory and other measures shall be introduced –
  - (i) where in the view of URCA market forces are unlikely to achieve the electronic communications policy objective within a reasonable time frame, and
  - (ii) having due regard to the costs and implications of those regulatory and other measures on affected parties;
- (c) regulatory and other measures shall be efficient and proportionate to their purpose and introduced in a manner that is transparent, fair and non-discriminatory; and
- (d) regulatory and other measures that introduce or amend a significant government policy or regulatory measure (including, but not limited to, the sector policy)-

- (i) shall specify the electronic communications policy objective that is advanced by the policy or measure; and
- (ii) shall demonstrate compliance with the guidelines set out in paragraphs (a), (b) and (c).

Section 8 of the Comm Acts stipulates that:

For the purposes of carrying into effect the electronic communications policy objectives, URCA shall have the power to issue any regulatory and other measures and in particular shall—

- (d) issue regulations . . .
- (m) exercise any other powers assigned to it by this Act or any other law.

Under section 45(1) of the Comms Act, URCA has a duty to monitor and enforce the consumer protection conditions in the licences. Section 45(2) provides that:

URCA may issue general regulations relating to the protection of consumers. These regulations might include—

- (a) the standard of service, quality and safety of the carriage services and equipment provided;
- (b) the handling of complaints made by persons who are consumers in the market for such services and ancillary equipment; and
- (c) any other matter appearing to it to be necessary for securing the effective protection for persons who are consumers in the markets for carriage services or networks.

Furthermore, section 47 of the Comms Act states that:

URCA may, by determination or regulation, regulate or prohibit the use of a network or carriage service to provide unsolicited communications in order to reduce or eliminate annoyance, inconvenience or anxiety.

In addition to the above, the Individual Operating Licences ('IOLs') and Class Operating Licences Requiring Registration ('COLRRs') also contain conditions requiring the licensees to institute and maintain consumer protection measures.

## **3. Summary of Comments Received and URCA's Responses/Final Decisions**

In this Section, URCA summarizes the comments received during the consultation period and presents its responses and final decisions.

### **3.1 General Comments**

#### **BTC's General Comments**

BTC welcomed URCA's proposal to apply the Regulations equally to all service providers instead of the current situation where the greatest burden is only applied to those deemed to have Significant Market Power (SMP).

BTC was disappointed that instead of URCA simplifying or reducing the scope of the Regulations to allow for a greater reliance on market forces, URCA proposed to expand the Regulations and place unnecessary new obligations on service providers.

According to BTC, URCA did not consult with the affected parties on the technical feasibility or costs of the proposed technical obligations. If the proposed obligations are adopted, BTC suggested that URCA conduct a follow-up process to assess the feasibility, the time required for implementation, and cost recovery matters.

In BTC's view, URCA's proposed reductions to the targets in the Customer Quality of Service Standards Schedule were not based on any supporting evidence, analysis, or rationale. BTC considered the proposed reductions to be substantial in many cases and entirely arbitrary. For these reasons, URCA should present supporting evidence before changing the targets.

#### **CBL/Aliv's General Comments**

While CBL/Aliv applauded URCA's action to revise the Regulations to ensure they remain fit for purpose, CBL/Aliv was concerned that the imposition of additional regulatory reporting and the resulting increase in internal administrative duties will be burdensome and intrusive on its commercial operations. CBL/Aliv noted that URCA did not include a clear and transparent methodology for the monitoring/enforcement of quality of service ('QoS') as a part of the proposed revisions.

CBL/Aliv continued that while the Customer Quality of Service Standards Schedule contains targets for the service provider to meet and report on, it was unclear to CBL/Aliv how URCA utilizes this information, and which threshold, if any, amounts to a breach of the Regulations. CBL/Aliv considered URCA's current approach of dealing with alleged breaches to the Customer Quality of Service Standards to be ad hoc and without any clear parameters resulting in uncertainty and inefficiency. For these reasons, CBL/Aliv considered this current approach to be a deficiency that should be remedied.

CBL/Aliv referred to the International Telecommunications Union's ('ITU') Quality of Service Manual<sup>3</sup> which provides guidance on how to develop a comprehensive and fit for purpose QoS framework. In the manual, regulators in some jurisdictions established a framework detailing the threshold that amounted to a QoS breach and the evidential requirement needed by the Regulator to action a breach. In most cases, the Regulator used a balance of three indicators and/or measure types, i.e., outcomes, output, and input, to make such determinations. The manual concluded that reliance on any one measure alone may prove to be problematic. Adding that if this approach is adopted, there will be a need to assign weight to the relevant considerations for The Bahamas' unique telecommunications environment such as geographical landscape, utility, and network dependencies. CBL/Aliv encouraged URCA to explore the development of this essential element of a QoS framework as CBL/Aliv considered it to be a beneficial and transparent process with clearly defined parameters when evaluating alleged breaches.

### **Global Nexus's Comments**

Global Nexus acknowledged the need for reliable services and responsive customer service. As a niche company in the ECS, Global Nexus prides itself on being customer responsive because it is core and critical to its operations. Adding that because it relies on the major service providers for facilities, Global Nexus understands the impact and frustration of failed customer service. According to Global Nexus, it needs time to review business aspects such as contracts, technical systems, human resources, and financial operations to achieve the proposed disclosure and QoS standards/targets of the Regulations.

Global Nexus further stated that it will be a challenge for small operators to be able to achieve the proposed standards/targets in circumstances where facilities are purchased from the major service providers. This is because if the major service provider has an outage, this affects the smaller operator who is dependent on the major service provider to notify them and resolve the outage. Global Nexus stated that it has experienced considerable issues with outage resolutions and the time it takes to get a response or update from the major service provider's Network Operations Centre ('NOC'). In Global Nexus's view, it would be useful if the NOC proactively notified and updated its affected wholesale customers in accordance with the agreements between the parties. Because of this, Global Nexus emphasized the importance of URCA's role in ensuring that service issues between operators are addressed robustly. Global Nexus believes that in the absence of URCA's monitoring and enforcement, the QoS standards intended to benefit customers will be illusory and will unfairly penalise small operators.

Global Nexus asserted that it would be impossible to complete and comply with the obligations in 90 days. Global Nexus was concerned that non-SMP operators are being held to a more stringent implementation standard than the standard that SMP operators were initially held to in 2013 when comparing the proposed 90-day implementation deadline for the 2023 Regulations with the six-month timeframe allowed for the 2013 Regulations. As an alternative, Global Nexus suggested that non-SMP operators should have nine months to implement the additional disclosure requirements and standards because smaller operators have less financial and human resources and need the additional time to budget and plan for the implementation. Global Nexus also suggested a glidepath for non-SMP operators where the targets from ECS 19/2013 would apply until 2026. Global Nexus stated it will be motivated to exceed expectations but because some of the standards have repercussions, URCA should allow some leeway.

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<sup>3</sup> The ITU manual can be found here [https://www.itu.int/dms\\_pub/itu-d/opb/pref/D-PREF-BB.QOS\\_REG01-2017-PDF-E.pdf](https://www.itu.int/dms_pub/itu-d/opb/pref/D-PREF-BB.QOS_REG01-2017-PDF-E.pdf).

Global Nexus added that it is only fair and proportionate that new operators adhere to the initial 2013 metrics and then transition to the newer 2023 metrics.

### **URCA's Response/Final Decision**

URCA notes BTC's agreement that the Regulations should be applied to all service providers. URCA has the view that it provided detailed explanations and justifications for the proposed revisions to the Regulations in the consultation document. URCA disagrees with BTC's claim that affected parties were not consulted because the affected parties were invited to make representations to the revisions during the consultation period. Furthermore, URCA extended the response deadline twice to accommodate extension requests from service providers. The consultation period was an opportunity for BTC to provide arguments and supporting evidence in support of or against the proposed revisions including but not limited to feasibility. BTC did not provide any evidentiary support for its arguments that the proposed revisions to the Regulations are unnecessary and impose undue regulatory burden on the operators. After reviewing the comments received, instead of the three-month implementation timeframe proposed, URCA will allow all service providers a maximum of six months to comply with the final revised Regulations. Because of this, URCA does not consider a follow-up assessment process as described by BTC to be necessary.

Regarding CBL/Aliv's concern about additional regulatory reporting, URCA does not consider the reporting to be more than what is required of a service provider. At the very least, service providers should be tracking the targets outlined in the Customer Quality of Service Standards Schedule for their own benefit to ensure that they are meeting customer expectations. URCA emphasizes that there are additional parameters for both consumer protection and network QoS that the ITU collects and monitors that URCA does not currently require from service providers in The Bahamas.

URCA notes CBL's reference to the ITU Quality of Service Manual and the request for more clearly defined parameters of an actionable breach. URCA intends to be more proactive with the information received from service providers going forward.

URCA notes Global Nexus's issues with the major service providers and states that these issues should be brought to URCA's attention if they remain unresolved and/or continue to occur. URCA has considered Global Nexus's argument that smaller operators will require more than 90 days to comply with the obligations therefore URCA will revise the proposed implementation timeframe for all service providers to six months which is in line with what operators had in 2013. In the interim until the six-month implementation deadline, the 2013 Regulations except for the SMP-specific obligations will still apply to non-SMP operators. Regarding Global Nexus's request for a glidepath, URCA maintains that all service providers will be subject to the targets set out in the finalized 2023 Regulations after the six-month deadline.

## **3.2 Specific Comments on Part 2's Proposed Revisions**

*Proposed Revision - 2.1.6 A Service Provider must ensure that the current service arrangements including rates and terms and conditions displayed on its website are easily accessible. This means that the information must be easily found by browsing the Service Provider's homepage. For the avoidance of doubt, the information should not appear on orphan web pages, be available only in fine print, or located in obscure sections of the Service Provider's website. This requirement applies to both permanent offers and Special Promotions.*



### **BTC's Comments**

In BTC's view, the proposed Part 2.1.6 is unnecessary, excessively prescriptive, and amounts to regulatory overreach. BTC continued that service providers should be allowed to market and advertise their services online as they determine best to meet the demands of their existing and potential customers. BTC added that the only concerns for regulators in this respect should relate to potentially misleading and false marketing and advertising practices as already covered in Part 4 of the existing Regulations and not the design and formatting of service providers' websites. BTC stated that Parts 2.1.2, 2.1.3, and 2.14 of the existing Regulations are adequate in relation to the provision of information. According to BTC, the proposed 2.1.6 was written in such vague terms that compliance and enforcement would be virtually impossible. For these reasons, BTC recommended that the proposed revision be removed.

### **URCA's Response/Final Decision**

The proposed revision arose out of difficulties experienced by both URCA and consumers in finding information on the service providers' websites. Contrary to BTC's statement, the current approach to marketing is not meeting the demands of customers if key information such as product information, prices, and other terms and conditions are difficult to find or not on the website at all. Currently, BTC and CBL are required to publish all retail tariffs on their websites in a clear and transparent manner. This requirement is aimed at helping end users to have a better understanding of the range of tariff plans available to them, and the price and non-price terms of each tariff plan offered by BTC and CBL, thus facilitating their ability to compare retail tariff plans. URCA has noticed that the fulfilment of this obligation is not fully in line with the expectations to facilitate transparency. Whilst both operators currently publish retail tariff plan information on their websites, this is not always clear and transparent. Some tariffs seem more accessible than others on the operators' websites.<sup>4</sup> As a result, URCA maintains the revision is necessary to address these deficiencies.

*Proposed Revision - 2.1.7 A Service Provider must ensure that all service arrangements including rates and terms and conditions are updated on its website no later than the effective date of the launch of the service or the effective date of the changes to the price and/or terms and conditions. This requirement applies to both permanent offers and Special Promotions.*

### **BTC's Comments**

For the same reasons provided in response to 2.1.6, BTC recommended that this proposed revision be removed.

### **URCA's Response/Final Decision**

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<sup>4</sup> For example, when URCA checked both operators' websites:

- CBL's tariff plans for business customers were not consistently available online.
- BTC's standalone broadband plans (Fiber Internet 300 Mbps and 1 Gbps) and CBL's DTH TV plans were not easily accessible.
- BTC's standalone fixed voice tariff plans for residential customers were only accessible via a small icon positioned in the top right corner, rather than where its other residential fixed service plans are presented.
- Further, CBL's decision to publish its ALIVFibre and REVON tariff plans on separate websites does not facilitate end users' review of tariff plans.

As stated in URCA's consultation document, there have been significant delays between the time a Service or Product is launched and when the information about that Service or Product is updated on the Service Provider's website. These delays can cause the Consumer to receive inaccurate and outdated information. The delays have also impacted URCA's ability to complete certain tasks when information on Products and Services is required. On a related note, URCA also refers BTC to URCA's response to 2.1.6 above. URCA maintains the proposed revision is necessary given the ongoing issues with the lack of up-to-date information on the service providers' websites.

*Proposed Revision - 2.1.8 Where a Service Provider indicates that an aspect of a Service is 'unlimited' or subject to an 'acceptable' or 'fair' level of use by the Consumer, the Service Provider shall set out an unambiguous, transparent policy for dealing with customer usage above any set thresholds. The policy should set out the rules for contract termination, including penalties, the charges or rates that shall apply for any use in excess of the threshold/limit, and the policy regarding the migration of the customer to other packages, if applicable. The policy must be easily accessible and prominently displayed on the Service Provider's website meaning that the information must be easily found by browsing from the Service Provider's homepage. The policy should not be on orphan web pages, available only in fine print, or located in obscure sections of the Service Provider's website.*

#### **BTC's Comments**

BTC recommended that this proposed revision be removed and repeated the same arguments it presented in response to 2.1.6. Additionally, BTC did not see the need to single out specific terms or conditions and create redundant provisions. BTC further explained that doing so would require listing every potential term and condition that currently exists or may exist in the future along with related regulatory obligations in each case to avoid doubt in the Regulations.

#### **URCA's Response/Final Decision**

As explained in the consultation document, consumers were not always made aware of the existence of an acceptable or fair use policy. Furthermore, the policy was not always easily accessible. As such, this revision is to reinforce that Consumers must be made fully aware of all aspects of a Service and that such information must be easy to locate. URCA maintains that the proposed revision is necessary to address consumer concerns and to ensure that information on services is clear and easily accessible.

*Proposed Revision - 2.1.9 Where a Service Provider indicates on its website that an aspect of a Service is 'unlimited', the Service Provider must clearly disclose the limits and/or restrictions that apply to the Service on the same webpage where the 'unlimited' claim is made. Furthermore, the disclosure should not be hidden in fine print or located in obscure sections of the Service Provider's website.*

#### **BTC's Comments**

BTC recommended that this proposed revision be removed and repeated the same arguments it presented in response to 2.1.6. BTC also added that this proposed revision appears to be redundant given the previously proposed 2.1.8.

#### **URCA's Response/Final Decision**

URCA addressed BTC's Comments in previous responses above and refers BTC to those. URCA disagrees with BTC's statement that the revision is redundant. Part 2.1.8 details the requirements for a fair use policy while Part 2.1.9 specifically addresses claims of a service being 'unlimited'. Due to the number of consumers who have complained to URCA that the claims of a service being 'unlimited' were misleading and that they were not always made aware of a limit and/or restriction, URCA considers it necessary to

introduce a specific provision to address the complaints. This approach of creating a specific provision for or taking enforcement action against ‘unlimited’ claims is consistent with the actions taken in other jurisdictions including Ireland,<sup>5</sup> the United Kingdom,<sup>6</sup> and the United States.<sup>7</sup>

*Proposed Revision - 2.2.1 Before entering into a contract for any Service, a Service Provider shall provide Consumers with a complete description of the Service in clear and plain language, avoiding ambiguous and unnecessary legal or technical terms. Where other Services are required in order to effectively utilise the Service, the Service Provider shall also similarly inform the Consumer of all such other Products and Services that might be required.*

#### **BTC’s Comments**

While BTC had no objection to the proposed revision, BTC considered that it adds little if anything to the existing provision while implying that any legal or technical language must also be clear and plain. In BTC’s view, the provision would be clearer if the clause ‘avoiding ambiguous and unnecessary legal or technical terms’ was deleted.

#### **URCA’s Response/Final Decision**

URCA disagrees with BTC’s statement that the revision implies that any legal or technical language must also be clear and plain. Part 2.2.1 still conveys the original meaning that legal or technical terms should only be used when necessary. URCA considers it necessary to also state that ambiguous terms should be avoided to prevent service descriptions containing terms or language that can be open to more than one interpretation.

*Proposed Revision - 2.5.6 Where a contract reaches the end of any minimum period, such contract shall thereafter be terminable by the Customer giving written or other notice at any time to the Service Provider and without any penalty or other charge being imposed by the Service Provider (save in respect of any Services and Products already provided to the Customer under the contract). Where a subscription has the option to be renewed automatically, e.g., mobile telephone plans, a Service Provider must provide the Customer with the option to turn off the automatic renewal at least one day prior to the subscription’s renewal for the next subscription period. If a Service Provider fails to provide the Customer with the option to turn off the automatic renewal, then the Customer is entitled to a refund.*

#### **BTC’s Comments**

BTC objected to the adoption of this proposed revision without URCA first considering the technical feasibility and costs of the implementation. While the existing provision applies broadly to products and services offered by service providers subject to the Regulations, BTC was unclear on whether the proposed

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<sup>5</sup> Ireland’s Commission for Communications Regulation’s guidance on ‘unlimited’: <https://www.comreg.ie/what-does-unlimited-mean-in-my-contract/>

<sup>6</sup> The United Kingdom’s guidance that clarified the use of the term ‘unlimited’ in telecommunications ads: <https://www.asa.org.uk/advice-online/internet-unlimited.html>

<sup>7</sup> The Federal Trade Commission in the United States took enforcement action against AT&T over ‘unlimited’ claims: <https://www.ftc.gov/news-events/news/press-releases/2019/11/att-pay-60-million-resolve-ftc-allegations-it-misled-consumers-unlimited-data-promises>

revision will be applied only to mobile services or all products and services. In BTC's view, well-established practices for renewing and extending service arrangements currently exist and URCA did not provide a rationale or supporting evidence to justify the proposed technical obligation. BTC did not object to the one-day notice period to turn off automatic renewals applying to prepaid services but as it relates to postpaid services, BTC would require a minimum of three days to align its network systems.

If the proposed technical measure is adopted, BTC recommended a period of at least six months following the issuance of a decision to provide service providers with sufficient time to modify their networks to implement the feature and inform customers of the feature. BTC repeated its earlier suggestion that a follow-up process to assess the feasibility of the proposal should be required. Lastly, BTC considered that any automatic refunds should only occur if a customer did not use a service that was renewed unintentionally under the proposed revision because it would be unfair to refund charges to a customer who continued to make use of the service in question.

### **CBL/Aliv's Comments**

CBL/Aliv explained that prior to selecting automatic renewal when contracting with the service provider, the customer is adequately advised of the terms of automatic renewal including but not limited to the timeframe in which the subscription renewal will be applied. While CBL/Aliv did not object to the revision in principle, it advised that implementation of a link-based opt out mechanism would best facilitate compliance with the proposed revision. CBL/Aliv stated that it will explore the feasibility of this build-out and the associated cost. CBL/Aliv requested that URCA be cognizant of the fact that the build-out and integration of this feature will most likely take more than the Regulations' proposed 90-day timeframe and requested a six-month timeframe to comply. CBL/Aliv reserved the right to object to the revision if it is determined that the build-out is not economically feasible.

### **URCA's Response/Final Decision**

URCA clarifies that the existing provision will still apply to all products and services. Regarding automatic renewal, the proposed revision applies to any service that can be renewed automatically and URCA will amend the revision to make this clearer. URCA's concern is that subscriptions and contracts are being renewed automatically without the service provider obtaining the subscriber's consent beforehand. Considering the feedback and to clearly address URCA's concern, URCA will amend the revision so that it requires a service provider to advise the subscriber that their existing subscription or contract is about to end and to obtain the subscriber's permission if they would like to renew the subscription or contract. URCA also agrees with BTC that the customer should not be entitled to a refund if the customer used the service during the renewed subscription period. As a result, 2.5.6 will now state:

*Where a contract reaches the end of any minimum period, such contract shall thereafter be terminable by the Customer giving written or other notice at any time to the Service Provider and without any penalty or other charge being imposed by the Service Provider (save in respect of any Services and Products already provided to the Customer under the contract). Where a contract or subscription has the option to be renewed automatically, a Service Provider must notify the Customer that the existing contract or subscription is about to end and obtain the Customer's permission to renew the contract or subscription prior to the renewal for the next subscription period. If a Service Provider renews the contract or subscription without the Customer's consent, then the Customer is entitled to a refund provided that the Customer did not use the service following the renewal.*

As noted in URCA's response to the General Comments in Section 3.1, service providers will be allowed six months from the issuance of the finalised 2024 Consumer Protection Regulations to comply with the new and revised provisions.

*Proposed Revision – Parts 2.10.3 and 2.10.4 to be deleted and replaced with the new provision 2.11.*

*Proposed Revision - 2.11.1 A Service Provider shall provide, at least, forty-eight (48) hours' notice to Customers prior to all planned or anticipated disruptions and outages including details such as:*

- (a) the date and time of the onset of the disruption or outage;*
- (b) the estimated duration of the disruption or outage;*
- (c) the services and service areas (including granular details of geographic locations, i.e., street names, where possible) that will be affected; and*
- (d) any applicable compensation or remedies available to affected Customers.*

#### **BTC's Comments**

BTC considered Parts 2.10.3 and 2.10.4 to be adequate as written and many of the requirements in the proposed new 2.11 to be unreasonable and unworkable. In particular, the requirement in 2.11.1 of advance notice of at least 48 hours for planned or anticipated disruptions is unachievable and inappropriate. BTC added that while a 'best effort' 48-hour notification target would be reasonable, in some cases (e.g., network repairs and upgrades), outages may occur where a shorter notification period are necessary.

For the proposed 2.11.1 (c), the 'granular' location details of an outage can be difficult if not impossible to identify in many cases, e.g., a mobile service outage or if the issue is not easy to be contained due to the nature of the damage. In any event, BTC did not see a reason why part 2.11.1 (c) was not the same as part (c) of 2.11.2 which did not include the granularity provision.

#### **CBL/Aliv's Comments**

While CBL/Aliv had no objection to 2.11.1, it referred URCA to what is internally defined as an 'emergency planned outage' which captures planned outages arising on an emergency basis and when these occur, CBL/Aliv would only be able to give 24-hour prior notice to the customer. CBL/Aliv requested that such instances be accounted for in the revisions to the Regulations and CBL/Aliv will also advocate the same for inclusion in the outage reporting regulations. In the alternative, CBL sought clarification as to whether an emergency planned outage will be treated as an unplanned outage and if so, request that this be clarified in the finalised Consumer Protection Regulations.

#### **URCA's Response/Final Decision**

In response to BTC's comments on 2.11.1, URCA clarifies that it considers a planned outage to be an outage of a service provider's electronic communications network and/or service that is a part of a service provider's regular operation and maintenance activities where the service provider knows at least 72

hours in advance that such an event will occur.<sup>8</sup> BTC has not submitted any cogent basis to URCA as to why 48 hours' notice is unachievable and inappropriate in circumstances where a service provider is carrying out regular operation and maintenance activities and knows at least 72 hours in advance that such an event will occur.

Regarding the proposed revision to provide granular details in Part 2.11.1(c), URCA emphasizes that such details should be provided 'where possible'. URCA notes that 2.11.2 (c) did not contain the granularity provision and will add it to ensure consistency.

*Proposed Revision - 2.11.3 A Service Provider shall immediately after becoming aware of an unplanned outage or disruption to any service caused by an event of Force Majeure or otherwise, notify all affected Customers including details such as:*

- (a) the date and time of the onset of the disruption or outage;*
- (b) the estimated duration of the disruption or outage;*
- (c) the services and service areas that will be affected; and*
- (d) any applicable compensation or remedies available to affected Customers.*

URCA has considered that CBL/Aliv's definition of emergency planned outages and its proposal that such instances should be reflected in the Consumer Protection Regulations. URCA accepts this proposal and will revise the proposed regulations to take account of emergency planned outages.

*Proposed Revision - 2.11.2 A Service Provider shall provide, at least, twenty-four (24) hours' notice to Customers prior to all emergency planned or anticipated disruptions and outages including details such as:*

- (a) the date and time of the onset of the disruption or outage;*
- (b) the estimated duration of the disruption or outage;*
- (c) the services and service areas that will be affected; and*
- (d) any applicable compensation or remedies available to affected Customers.*

### **BTC's Comments**

In the case of unplanned service outages or disruptions as set out in 2.11.2, BTC stated that it is not possible or feasible to provide 'immediate' notifications to all affected customers. BTC explained that it

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<sup>8</sup> This definition is consistent with URCA's definition of planned outage as proposed in the Draft Outage Reporting and Mitigation Regulations for the Electronic Communications Sector in The Bahamas ECS 12/2023 available at <https://www.urbahamas.bs/wp-content/uploads/2023/10/URCA-ECS-Consultation-Document-on-Outage-Reporting-and-Mitigation-Regulations.pdf>

takes time for a service provider to understand the root cause, scope, and implications. BTC added that once this initial investigation is completed, service providers should then notify customers of the outage/disruption. BTC suggested that the word 'immediately' should be replaced with 'as soon as possible'.

### **CBL/Aliv's Comments**

CBL/Aliv suggested replacing the words 'becoming aware of' with 'confirming'. As a matter of context, CBL/Aliv's NOC system alerts NOC employees of a potential outage or service disruption after which teams are dispatched to assess the situation and confirm whether there is in fact an outage or service disruption. In CBL/Aliv's view, it is only appropriate to notify customers of an outage after the existence of the outage has been confirmed.

### **URCA's Response/Final Decision**

In consideration of BTC and CBL/Aliv's respective responses on 2.11.2, URCA will replace the words '*becoming aware of*' with the word '*confirming*' which should afford service providers an opportunity to conduct preliminary investigations on suspected unplanned outages and gather the necessary information to comply with 2.11.2.

*Proposed Revision - 2.11.4 A Service Provider shall restore service to Customers affected by disruptions or outages, whether planned or unplanned, within the shortest possible time having regard to the circumstances. Should restoration be delayed beyond 2 hours, the Service Provider will provide updates every two hours.*

### **BTC's Comments**

In BTC's view, the proposed 2.11.3 conflicts with Parts b of 2.11.1 and 2.11.2. BTC did not see the purpose of updating customers every two hours if customers were already informed that restoration will take eight hours for example. Further updates should only be required if the duration of the outage or disruption is expected to take longer than announced. BTC suggested that the proposed 2.11.3 be deleted and that URCA add the following to Parts (b) of 2.11.1 and 2.11.2: 'and updated as appropriate regarding the expected timing of service restoration.'

### **URCA's Comments**

URCA does not agree with BTC's proposed revisions for 2.11.3. However, in consideration of BTC's representations, URCA will revise Part 2.11.3 by deleting the words '*Should restoration be delayed beyond 2 hours, the Service Provider will provide updates every two hours*' and replacing them with the words '*Should restoration be delayed beyond the estimated duration of outage indicated to Customers pursuant to 2.11.1(b) and/or 2.11.2(b) herein, then the Service Provider must provide updates every two (2) hours to affected Customers on the status of the restoration of services.*'

*Proposed Revision - 2.11.5 A Service Provider shall notify Customers affected by planned or unplanned disruptions and outages to services through a minimum of three (3) mainstream communication channels that are accessible by a large segment of the affected population including, but not limited to:*

- (a) e-mail;
- (b) local television broadcast announcements;
- (c) local radio broadcast announcements;

- (d) SMS;
- (e) publication on the Service Provider's website and social media platforms.
- (f) publication in at least one newspaper with national circulation.

#### **BTC's Comments**

BTC considered that the proposed 2.11.4 should state that the service provider should notify customers of planned or unplanned disruptions and outages to services 'through the most efficient and practical channels available, including, but not limited to' the six channels listed.

#### **CBL/Aliv's Comments**

Regarding 2.11.4 (f), CBL suggested that the word 'daily' be included before the word 'newspaper'.

#### **URCA's Response/Final Decision**

URCA disagrees with BTC's proposed revision to 2.11.4. The objective of this clause is to mandate service providers to use at least three different mainstream communication channels to ensure that notices of outages reach the largest number of affected customers. URCA considers that, as currently proposed, the provision allows service providers to select a minimum of three communications channels to notify affected customers of outages. The service provider has the discretion to select those three mainstream channels of communication that it considers to be the most efficient and practical in the relevant circumstances.

URCA has no objection to CBL/Aliv's suggestion to include the word 'daily' before newspaper in 2.11.5(f) and will revise accordingly.

### **3.3 Specific Comments on Part 4's Proposed Revisions**

*Proposed Revision - 4.1.5 If a Service Provider advertises a Service as 'unlimited', the Service Provider must provide clear and visible disclosures within the Advertisement about the existence of any limits and/or restrictions and clearly describe what the limits and restrictions are.*

#### **BTC's Comments**

According to BTC, the proposed new provision is unnecessary and redundant since Part 2.1 of the existing Regulations already covers this requirement. It was unclear to BTC what new obligation, if any, arises from repeating it in 4.1.5.

#### **CBL/Aliv's Comments**

CBL/Aliv objected to this proposed revision. CBL/Aliv stated that all of its advertisements are drafted in accordance with international best standards, adding that its advertisements refer customers to the relevant website for applicable terms and conditions. To CBL/Aliv, the inclusion of any long form text setting out all the applicable limits and restrictions would be impractical, make the advertisement



unwieldy, and would not comply with the generally accepted guidelines for effective advertising. CBL/Aliv asserted that the inclusion of the definition of 'unlimited' on its website as prescribed by the proposed 2.1.9 adequately cures the issue that URCA is attempting to address.

### **URCA's Response/Final Decision**

URCA maintains that advertisements should clearly state all the relevant terms and conditions for the product or service within the advertisement and should not be misleading. The burden should not be placed on the customer to visit a service provider's website upon viewing or hearing an advertisement to find out key information about what is advertised. URCA affirms that the proposed 4.1.5 will be adopted in the finalised Regulations.

*Proposed Revisions - 4.7.1 A Service Provider must include an opt-out option in every text message sent from the Service Provider to the Consumer that contains an Advertisement. The Consumer shall not be charged for using the opt-out option. In addition to the opt-out option via text message, a Consumer may also opt-out by calling or emailing the Service Provider.*

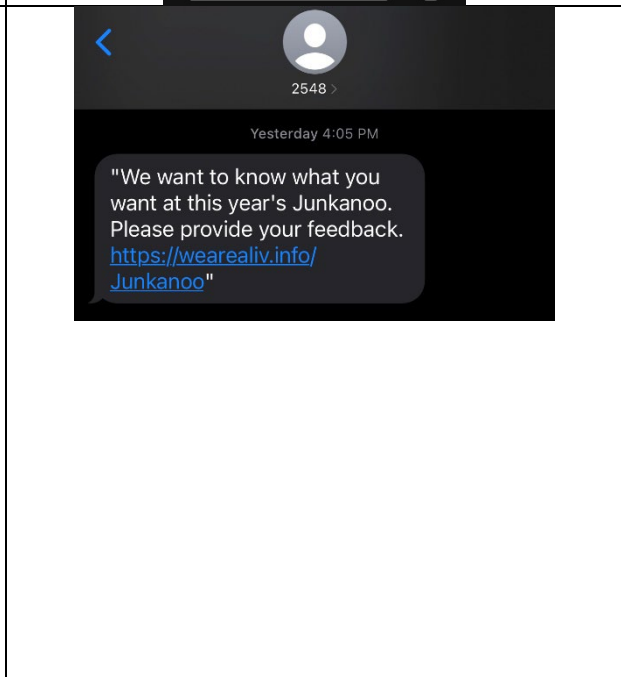
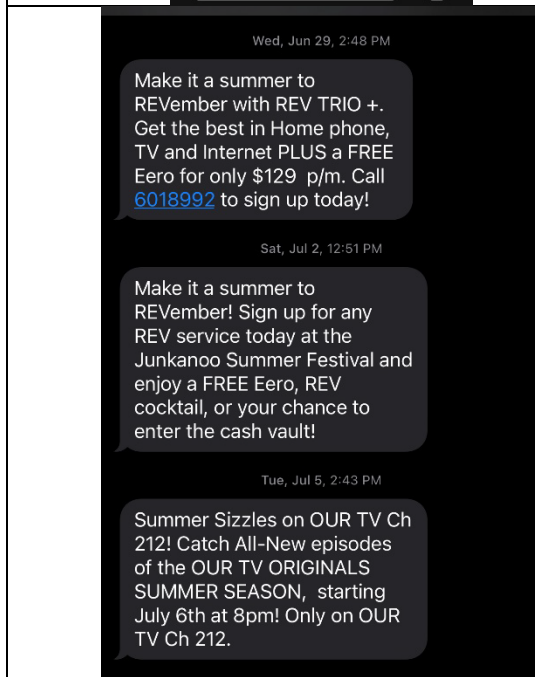
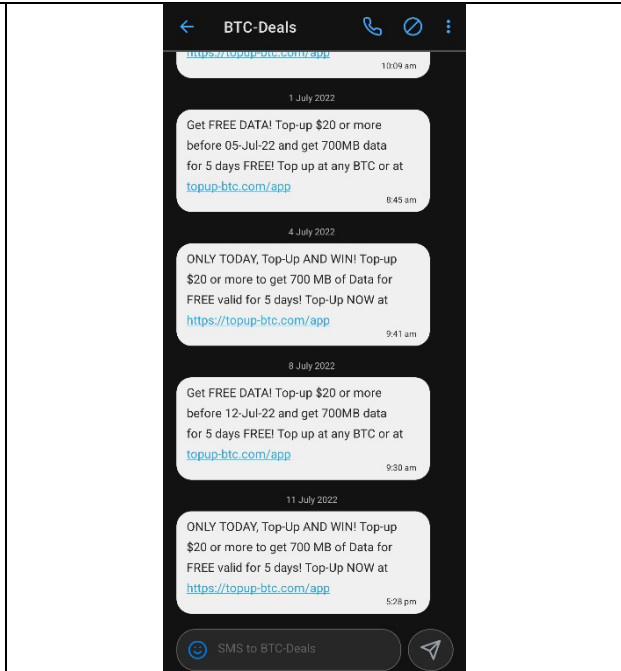
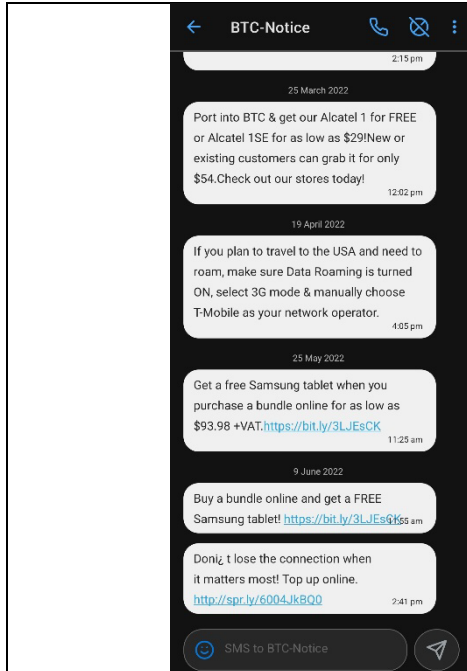
*4.7.2 Once the Consumer has opted out of receiving text messages containing Advertisements by any of the methods in Part 4.7.1, the Service Provider must stop sending text messages containing Advertisements to the Consumer.*

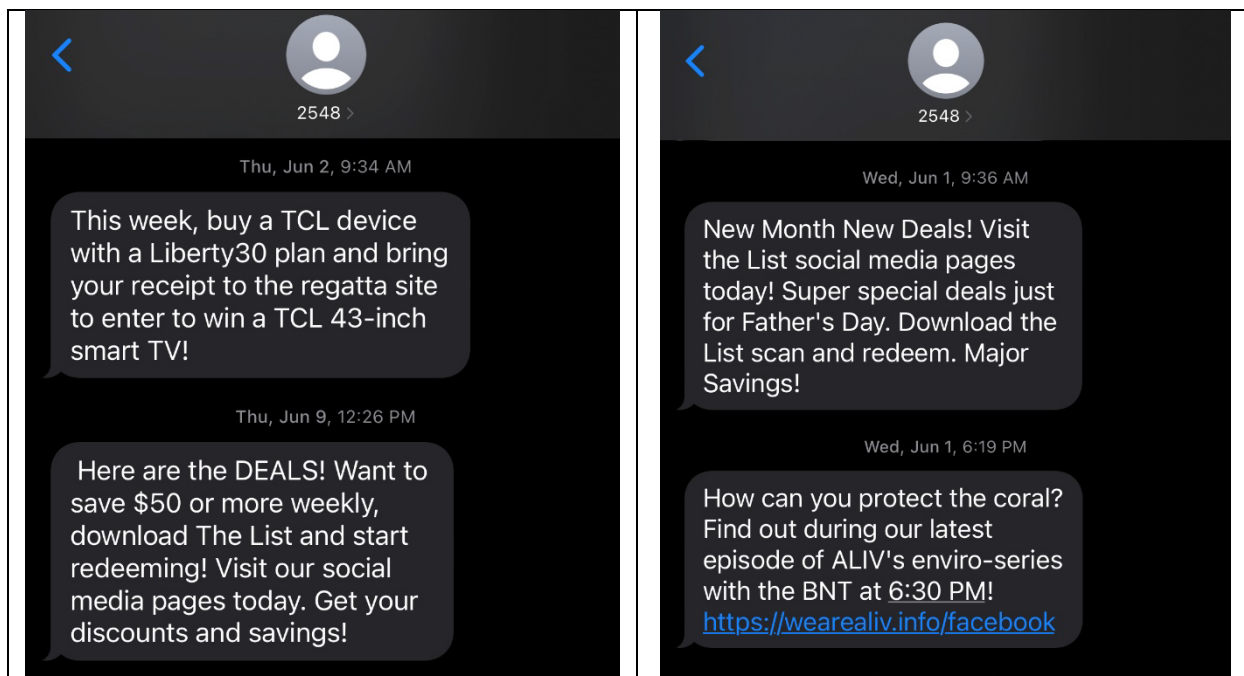
*4.7.3 A Service Provider may only resume sending text messages containing Advertisements to the Consumer after obtaining the Consumer's written consent. For the avoidance of doubt, a Service Provider shall not send an unsolicited text message to the Consumer as a method of obtaining consent from a Consumer who previously opted out of receiving text message Advertisements.*

### **Consumers' Comments**

A consumer who requested to remain anonymous provided screenshots of the SMS advertisements that he received from the three service providers. He stated that the images provided show the text messages that he received from BTC, REV (CBL), and Aliv, adding that he never opted in to receive the text messages and there was no clear way to opt out of receiving them. He also stated that these providers should include a checkbox in their respective contracts when signing up for their various services so that one can opt out of receiving the text messages. The screenshots he provided are shown below.

### **Table 1. SMS advertisements received by consumer**





Daniel Fisk was pleased to see URCA's proposals for mobile providers to provide an opt-out option for text messages (containing advertisements) from the service providers and expressed his full support for the proposals.

Jerome Elliott agreed that receiving SMS advertisements from service providers should be on an opt-out basis.

When the proposal was detailed on URCA's Facebook page, Facebook users generally agreed. Facebook user Suzanne Bryce provided a more detailed response, expressing her agreement with URCA's proposal, adding that she does not want to be reminded a million times by email or by text message. Suzanne also stated that service providers charge a late fee if she forgets (to pay the bill). She would love the option not to receive any form of communication other than a monthly bill and did not want service providers to call her cell phone either.

#### **BTC's Comments**

BTC objected to the adoption of this provision in the absence of URCA considering the technical feasibility and implementation costs. If the proposed technical measure is adopted, BTC recommended that a period of at least six months following the issuance of a decision to provide service providers with sufficient time to modify their networks to implement the feature and to inform customers of the feature. BTC repeated its earlier suggestion that a follow-up process to assess the feasibility of the proposal should be required.

#### **CBL/Aliv's Comments**

CBL/Aliv stated that an opt-out link-based mechanism for text messages that contain advertisements will require development, build-out, and integration into its systems. CBL/Aliv was unable to confirm whether its system can filter the nature of the SMS by subject matter. Should CBL/Aliv not have this capability, this may result in customers who have opted out of receiving SMS advertisements to no longer receive messages that contain important updates regarding outages, weather updates, and/or disaster

information. In this case, CBL/Aliv will not accept responsibility for any negative consequences from the customer not being able to receive important updates via SMS. CBL/Aliv will explore the feasibility of this build-out and the associated cost. Should this build-out be a feasible option, CBL/Aliv anticipates this undertaking will exceed the proposed 90-day compliance timeframe. As a result, CBL/Aliv requested a timeframe of six months to comply if the proposed revision is adopted. CBL/Aliv reserved the right to object to the proposed revision if it is determined that the build-out is not economically feasible.

### **URCA's Response/Final Decision**

URCA maintains that the proposed revision is necessary to address the recurring consumer complaints on the matter. URCA also refers to Part 2.5.4 of the existing Regulations that states:

*At the time of entering into a contract for Services, a Service Provider shall give the Consumer an opportunity to accept or deny the approval of receiving voice, written or electronic messages from the Service Provider, which are used for the advertisement of the Service Provider or the sale of the Service Provider's Products or Services. Customers may, however, notify the Service Provider at a later date, either verbally, in writing or by electronic message that the Customer wishes to receive the Service Provider's advertisements of Products and Services.*

As shown above, service providers are not allowed to send such advertisements to consumers without their permission. The proliferation of unsolicited text messages containing advertisements appears to have been in contravention of this clause. URCA will allow service providers the timeframe of six months to comply with Part 4.7. URCA also reminds service providers to comply with 2.5.4 above. Both the existing Part 2.5.4 and the new Part 4.7 help to promote the sector policy objective in section 4(b)(iv) of the Comms Act by limiting public nuisance through electronic communications. For the avoidance of the doubt, this provision only applies to text messages containing advertisements and must not impact the ability of customers receiving important updates regarding outages, weather updates, and/or disaster information.

## **3.4 Specific Comments on Part 6's Proposed Revisions**

*Proposed Revision - 6.4.5 A Service Provider shall advise Consumers of the proposed Resolution of their Complaint within twenty (20) Business Days from the date the Complaint is received.*

### **BTC's Comments**

BTC stated that URCA did not provide supporting evidence or analysis to support reducing the complaint resolution timeframe from 30 business days to 20 business days, adding that it was simply an arbitrary reduction. BTC considered the 20-business-day limit in provision 6.4.7 (d) to be part of the overall complaint maximum 30 business day process and therefore the two timeframe elements could not be compared. Additional time can be required to allow for the consumer to provide further input into the process and/or to agree to a resolution, as contemplated in provisions 6.4.7 (d)(i) and (ii).

BTC added that while it strives to resolve consumer complaints as quickly as possible and well within the 30-business-day cap in most cases, BTC claimed that the resolution of consumer complaints is not under its control because the complainant also dictates how long it takes to reach a resolution. Therefore, BTC concluded that the 30-business-day timeframe should remain.

### **URCA's Response/Final Decision**

URCA refers BTC to page 56 of Ectel's Public Consultation on the Revised and Updated Electronic Communications (Quality of Service) Regulations<sup>9</sup> which contains an international benchmark on complaint resolution time targets. As shown, the 30-business-day target gives The Bahamas the longest timeframe allowed for complaint resolution when compared with the other countries used in the benchmark. This is consistent with URCA's view that the current 30-business-day timeframe is excessively long therefore URCA maintains that the revision to 20 business days is more proportionate and in line with international targets. URCA notes that the 20-business-day target is still on the higher end of consumer complaint resolution timeframes when compared to other jurisdictions but considers the new target to strike a reasonable balance between improving complaint resolution times while placing practical expectations on service providers. URCA disagrees with BTC's statement that consumer complaint resolution is not under BTC's control. URCA recognizes that there are cases where the complaint resolution process may be delayed because of a customer however this should be documented by BTC.

*Proposed Revision - 6.4.6 Where a Service Provider has not resolved a Complaint within twenty (20) Business Days, the Service Provider shall immediately escalate the Complaint to URCA according to the process set out in Part 6.4.10.*

### **BTC's Comments**

BTC objected to the proposed revision and repeated the same arguments it presented in response to 6.4.5.

### **URCA's Response/Final Decision**

URCA refers to its response and final decision to 6.4.5 above regarding the reduced timeframe for complaint resolutions.

*Proposed Revision - 6.4.9 In the event that a Service Provider has not resolved a Complaint to the Consumer's satisfaction, including the use of the Service Provider's internal escalation process, within twenty (20) Business Days of receiving the Complaint, the Service Provider shall immediately escalate the Complaint to URCA and inform the Consumer that the Complaint was escalated to URCA.*

### **BTC's Comments**

BTC repeated the same arguments it presented in response to 6.4.5 regarding the reduced timeframe. Additionally, BTC disagreed that the responsibility of escalating an unresolved complaint must lie with the service provider, explaining that the complaint is that of the customer and they are best placed to escalate to URCA, once they receive such recommendation from the service provider.

### **URCA's Response/Final Decision**

URCA again refers to its response to 6.4.5 above regarding the reduced timeframe for complaint resolutions. Regarding BTC's comments on complaint escalation, URCA considers the service provider's escalation of a consumer complaint to URCA as detailed in the subsequent 6.4.10 to be the fastest and

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<sup>9</sup> <https://www.ntcrslu.lc/wp-content/uploads/2023/01/ECTELs-Public-Consultation-on-the-Revised-and-Updated-Draft-Electronic-Communications-QoS-Regulations-6-January-2023.pdf>

most efficient way for the complaint to be sent to URCA with all the relevant information. For this reason, URCA maintains its position on 6.4.9. URCA also emphasizes that the provision does not preclude the consumer from also escalating the complaint to URCA if they wish to do so.

*Proposed Revision - 6.4.10 In escalating the Complaint to URCA, the Service Provider shall:*

*(a) submit the complaint in writing to URCA's Corporate and Consumer Relations Department outlining the name and contact information of the Complainant, the ticket number of the Complaint, the nature of the Complaint and why the matter remains unresolved; and*

*(c) inform the Complainant in writing that their complaint has been escalated to URCA.*

#### **BTC's Comments**

BTC objected to this process which now places the responsibility on the service provider, adding that URCA did not provide justification for the proposed change.

#### **URCA's Response/Final Decision**

URCA reminds BTC that the service provider's responsibility to escalate an unresolved consumer complaint to URCA was set out in Part 6.4.9 in the 2013 Regulations and is not new. As explained in the consultation document, the purpose of the added 6.4.10 is to detail the process and to provide clarity.

### **3.5 Specific Comments on Part 7's Proposed Revisions**

*Proposed Revision - 7.1.1 The Customer Quality of Service standards provided in these Regulations shall apply to all Service Providers in the provision of fixed voice, high-speed data services and connectivity, mobile services (voice, Short Message Service [SMS], and mobile data) and pay TV services, as appropriate.*

#### **BTC's Comments**

BTC agreed that Customer Quality of Service Standards should equally apply to all service providers and not just those with SMP designations, adding that all references to SMP in Part 7 of the Regulations should be removed. BTC stated that the Customer Quality of Service standards regulations should be the minimum necessary to address matters of most significant concern to consumers so that market forces are allowed to properly function.

#### **URCA's Response/Final Decision**

URCA notes BTC's agreement. URCA affirms that the Customer Quality of Service standards are proportionate to their purpose and applicable to all service providers in a transparent, fair and non-discriminatory manner.

*Proposed Revision – 7.2 the term 'SMP Service Provider' to be replaced with 'Service Provider' throughout Part 7.2.*

#### **BTC's Comments**

BTC repeated its response to 7.1.1 and added that it was unclear why a service provider needs to notify URCA if it adopts additional Customer Quality of Service standards beyond the Regulations and that URCA did not provide its rationale for the additional requirement. BTC continued that URCA only needs to

monitor and enforce the standards established in the Regulations. Any other voluntary standards or measures adopted by service providers are outside the scope of the Regulations. Therefore, BTC submitted that much of 7.2 can be deleted including provisions 7.2.1 and 7.2.2 and only the QoS standards set out in the existing Regulations should remain, consistent with 7.1, 7.3, and 7.4.

#### **URCA's Response/Final Decision**

Apart from the removal of references to SMP, Part 7.2 is the same as what was in the 2013 Regulations therefore URCA did not see a need to provide a rationale for an existing and unrevised provision. It is important for URCA to be aware of any additional standards adopted by a service provider because these form part of the contractual obligations between the service provider and the customer.

### **3.6 Specific Comments on Part 8's Proposed Revisions**

*Proposed Revision - 8.1.1 All Service Providers must comply with the obligations applicable to them provided for in these Regulations. For any new obligations that are added to these Regulations or any existing obligations that are newly applied to a Service Provider, the Service Provider must implement and comply with the obligations applicable to them within ninety (90) days of the coming into effect of these Regulations.*

#### **BTC's Comments**

BTC repeated its responses to Parts 2.5 and 4.7 that the proposed new technical measures require more than 90 days to implement and that a timeframe of six months is more appropriate. BTC also stated that it would be unreasonable and unfair for non-SMP service providers to only be given 90 days to comply with the proposed revisions, emphasizing the financial impact on them. For these reasons, BTC concluded that the proposed revision should not be implemented.

#### **Global Nexus's Comments**

As detailed in Section 3.1 of this document, Global Nexus expressed that the timeframe of 90 days was not sufficient especially for smaller operators to which the some of the obligations will be new and requested a timeframe of nine months instead to implement the obligations.

#### **URCA's Response/Final Decision**

URCA refers to its previous responses and again confirms that all service providers will have six months following the publication of the updated Regulations on URCA's website to implement and comply with the obligations. URCA will amend 8.1.1 to reflect this.

*Proposed Revision - 8.1.3 (a) submit a first Consumer Protection Regulations Compliance Statement to URCA which has been endorsed by the chief executive officer or other executive officer of the Service Provider within ninety (90) days of the publication of these Regulations on URCA's website and then quarterly thereafter within one (1) month after the end of each quarter.*

#### **BTC's Comments**

BTC disagreed with the proposed revision and repeated the arguments it provided in response to 8.1.1. BTC added that the requirement to file quarterly Consumer Protection Regulations Compliance Statements to be an unnecessary regulatory burden and suggested annual compliance filings instead.

### **URCA's Response/Final Determination**

URCA refers to its previous responses and restates that the implementation deadline will be six months within the publication of the updated Regulations on URCA's website. URCA will amend 8.1.3 to reflect this. In URCA's view, the filing of Consumer Protection Regulations Compliance Statements on a quarterly basis is reasonable.

## **3.7 Specific Comments on Part 10's Proposed Revisions**

*Proposed Revision – The removal of the requirement in 10.1.1 (iii) for URCA to record and monitor the number of complaints outside of the scope of the Regulations.*

### **BTC's Comments**

BTC had no objection to this proposed revision. BTC suggested that a third consideration should be added, i.e., the number of complaints by location, explaining that it would assist in providing more complete data on the islands/areas affected by specific complaints and allow identification of locations most affected by cross-sector complaints.

### **CBL/Aliv's Comments**

While CBL/Aliv did not object to the proposed removal, CBL suggested that the Regulations should state that complaints determined to be outside of the scope of the Regulations will not be included in the total numbers captured in subsections i/ii thereof.

### **URCA's Response/Final Decision**

URCA notes that BTC and CBL/Aliv did not object to the removal of 10.1.1 (iii). Regarding BTC's suggestion to add the number of complaints by location, URCA currently collects location data regarding complaints. URCA can provide the number of complaints by location upon request.

## **3.8 Specific Comments on the Schedule: Customer Quality of Service Standards**

*Proposed Revision – To apply the Customer Quality of Service Standards to all service providers and not just those with SMP designations.*

### **BTC's Comments**

BTC agreed that the standards should equally apply to all service providers.

### **URCA's Response/Final Decision**

URCA notes BTC's agreement.

*Proposed Revision – To revise the word 'should' to 'shall' in the standard for Approval of Application For Service and Service Activation after Approval*

### **BTC's Comments**

BTC disagreed with the proposed change. In BTC's view, the standards in the Schedule are targets that 'should' be met to the highest degree possible and service providers should be subject to possible



penalties when these standards are not met. As a result, 'shall' is inconsistent with this context and the word 'should' is consistent with the intended purpose of the standards in the Schedule.

### **CBL/Aliv's Comments**

CBL/Aliv objected to changing the word 'should' to 'shall' especially considering the proposed reductions in the timelines for Service Activation after Approval which CBL considered difficult to meet. To CBL/Aliv, the existing timelines for Service Activation after Approval are reasonable and should remain.

### **URCA's Response/Final Decision**

Considering both BTC's and CBL/Aliv's comments, URCA will keep the word 'should' in the standard for Approval of Application for Service and Service Activation after Approval.

*Proposed Revision – URCA proposed to reduce the number of days between approval of a customer application for service and the actual provision of the service for fixed voice, high speed data services and connectivity, and pay TV.*

### **BTC's Comments**

BTC objected to the reductions in the service activation timeframe targets, stating that URCA provided no supporting evidence, analysis, or rationale to justify the proposed reductions which BTC called arbitrary in nature. In BTC's view, the existing targets are adequate. BTC explained that the proposed targets would be difficult to achieve due to various reasons including the geographic layout of The Bahamas as a large archipelago, reduced flight availability on commercial airlines to the more remote islands, and the cost of chartered flights as an alternative to commercial flights. Following the COVID pandemic, there has been a decrease in the number of available flights thereby making it more difficult to get a technician on-site than it was when the 2013 Regulations were issued, BTC continued.

BTC gave examples of possible causes for delays including customer rescheduling of installations and resource limitations such as the availability of bucket trucks in proximity to the customer's location. BTC stated the type of technology to be installed may also affect the installation time, explaining that it can be faster to install fibre vs. copper and there are cases where an installation may also require a specialist technician.

BTC asserted that while it continually strives to activate new services as quickly as possible and that it has every incentive to do so, URCA did not consider the present operating realities of The Bahamas. According to BTC, these realities are:

- A deficit of skilled fibre technicians – as the technology has changed, the workforce has not kept pace with the demand for the skillset.
- The geography of The Bahamas means the majority of the islands require equipment and/or personnel to be transported between islands because placing expensive spares, equipment, and scarce resources onsite (on certain islands) is not practical.
- BTC's workforce dramatically decreased since the liberalisation of the telecommunications market. While BTC continues to work on transforming its workforce, challenges in onboarding required skillsets have persisted.

### **CBL/Aliv's Comments**

CBL/Aliv strongly objected to the reduction of timelines for Service Activation after Approval for fixed voice, high speed data and connectivity, and pay TV for all island categories. In the case of installation, it

is important to carefully evaluate the specific circumstances, CBL/Aliv continued, adding that the proposed reductions would be impractical for the following reasons:

- **Quality sacrifice:** CBL/Aliv explained that rushing through the installation process may compromise the quality of the work. Shorter installation timeframes may result in a higher likelihood of errors, oversight, or incomplete installations. If the installation involves intricate processes or complex systems, reducing the installation time may not be feasible without sacrificing precision. Some tasks may inherently require a certain amount of time to ensure accuracy and functionality.
- **Safety concerns:** According to CBL/Aliv, depending on the type of installation, rushing through the process may pose safety risks. Proper procedures and precautions may require time. Cutting corners to meet a shorter timeline could jeopardize the safety of its technicians, end-users, and other members of the public.
- **Customer satisfaction:** A rushed installation may lead to customer dissatisfaction if the result does not meet expectations or if issues arise post-installation. Meeting customer expectations often requires sufficient time for thorough testing and adjustments.
- **Logistical challenges:** Some installations may involve coordination with multiple teams, suppliers, or stakeholders. Reducing the installation time might introduce logistical challenges making it harder to synchronize efforts and resources effectively.

#### **URCA's Response/Final Decision**

Following consideration of both BTC's and CBL/Aliv's comments, URCA has decided not to change the Service Activation after Approval targets.

*Proposed Revision – URCA proposed to reduce the timeframe for service providers to resolve consumer complaints from 30 business days to 20 business days.*

#### **BTC's Comments**

BTC repeated that the maximum 30-business-day target should remain in place for the reasons it gave in response to 6.4.5.

#### **URCA's Response/Final Decision**

URCA refers to its previous response and repeats that the 20-business-day target for consumer complaint resolution is appropriate.

*Proposed Revision – URCA proposed to reduce the timeframe for reconnection from four working hours to two working hours where wrongful disconnection occurs.*

#### **BTC's Comments**

BTC disagreed with the proposed change, stating that while its goal is to reconnect customers within four hours or less, some accounts require proper reconciliation and verification before the account is reconnected which may take more than two hours.

#### **URCA's Response/Final Decision**

Once it is verified that a wrongful disconnection has occurred, it is not clear what further reconciliation and verification is needed before a customer is reconnected. BTC did not provide examples or a detailed explanation to support its argument. Given that the service provider wrongfully disconnected the customer, the time before reconnection should be as short as possible to minimize harmful effects on the

consumer. Therefore, URCA affirms that the target reconnection for a wrongful disconnection will be reduced from four working hours to two working hours.

## 4. Conclusion and Next Steps

Having considered the responses to the Consultation Document as expressed within this Statement of Results, URCA has published the Consumer Protection Regulations for the Electronic Communications Sector, 2024. The next steps are outlined as follows:

- (a) In the interim time between the issuance of the Consumer Protection Regulations for the Electronic Communications Sector, 2024 and the six-month compliance deadline, the Consumer Protection Regulations, 2013 will remain in force, the SMP obligations as set out in the 2013 Regulations will still apply to SMP operators, and the obligations in the 2013 Regulations that are not specific to SMP operators will still apply to all service providers.
- (b) All service providers are required to submit to URCA for approval its revised compensation and refunds packages payable to Customers for failure to meet the defined targets for the relevant Customer QoS targets within three (3) months of the publication of the Consumer Protection Regulations for the Electronic Communications Sector, 2024. For the avoidance of doubt, this also applies to service providers who previously submitted a compensation and refunds package following the issuance of the Consumer Protection Regulations, 2013 due to the length of time passed since the previous submission.
- (c) All service providers must submit to URCA a Compliance Statement as provided in Part 8.1.3 of the Regulations within six (6) months of the publication of the Consumer Protection Regulations for the Electronic Communications Sector, 2024.
- (d) within six (6) months of the publication of the Consumer Protection Regulations for the Electronic Communications Sector, 2024, all service providers must comply with all other stipulated obligations outlined in the 2024 Regulations.

URCA will review the Regulations every three to five years to monitor the effectiveness and compliance with the standards herein. Where in URCA's view, amendment to the Regulations is necessary, URCA will seek comments from consumers, licensees and all relevant stakeholders prior to publishing the proposed amendments.