

Consultation Questions

Question 1: Do you agree with our framework for assessment?

Yes, we agree with the framework for assessment and the issues that have been considered within scope and out of scope for this consultation.

Question 2: Do you agree that in landline and broadband markets consumers are insufficiently protected from poor quality of service and that intervention is required?

When compared to the energy and water markets, we would agree that customers within the landline and broadband markets are insufficiently protected from poor QoS, and intervention is required.

We are concerned that that the non-residential customers are excluded from automatic compensation. BT's significant market power means that in providing last mile FTTP solutions to new housing developments we are, in many cases, reliant on BT to provide backhaul connectivity to the exchange via ethernet as there is no economic alternative. We often experience significant delays in the provision of the Ethernet. This has significant knock on impacts to residential customers who connect to our network. Compensation arrangements are not in place for poor service delivery to operators such as ourselves.

Placing requirements on BT to make automatic compensation payments where they fail service standards to their residential customers, but to not have service standards and compensation payments where service delivery to network operators such as ourselves is poor, creates a perverse incentive for BT to prioritise its focus of service delivery away from competing network providers, and as a consequence distort competition.

Question 3: Do you agree that it is appropriate for automatic compensation to be introduced for landline and broadband consumers?

Yes – please see answer to question 2.

Question 4: Do you agree with our proposal to provide automatic compensation when a loss of service takes more than two full working days to be restored?

Yes. We believe that the issue requires intervention. The timescale and value of compensation are appropriate.

Question 5: Do you agree with our proposal to provide automatic compensation when there are delays in provisioning a landline or fixed broadband service?

Yes. We believe that the issue requires intervention. The timescale and value of compensation are appropriate. Also please see our response to Question 2.

Question 6: Do you agree with our proposal to provide automatic compensation when missed appointments take place with less than 24 hours of prior notice?

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Yes. We believe that the issue requires intervention. The timescale and value of compensation are appropriate.

Question 7: Do you agree with our proposals on transparency?

Yes. We agree with the proposals on transparency for all three of the issues

Question 8: Do you agree with our proposals on the method and timing of payment?

Yes – please see answers to questions 4, 5, and 6. Furthermore, we support the option for customers to choose between monetary and non-monetary compensation, once all the facts have been provided to them

Question 9: Do you agree with our proposal not to have a payment cap (and our assessment of the reasons for and against it)? - If you consider there should be a payment cap, what should it be and why?

Yes. We agree with the proposal to not instate a payment cap and support the assessment of reasons for and against a payment cap.

Question 10: Do you agree with our proposed exceptions?

Yes. We agree with the proposed exceptions to being liable for payment of automatic compensation.

Question 11: Do you agree we should not allow for a blanket exception for force majeure type events?

No. Regarding the automatic compensation payable for missed appointments; we may need to schedule an appointment with a customer for a number of reasons, being provisioning services, investigating a loss of service, or a Wi-Fi investigation.

The water industry makes guaranteed standards of service payments for missed appointments; however, OFWAT state there are exceptions to making a GSS payment for a missed appointment, two of the exceptions are quoted below ⁱ

- It is impracticable to keep the appointment due to severe weather;
- It is impracticable to keep the appointment due to an act/default of a person other than the company's representative.

We have a duty of care to our employees with health and safety being our top priority, so under certain conditions we might deem it unsuitable to request an engineer to attend site, and therefore we do not agree with a blanket exception for force majeure type events.

Question 12: Do you agree with our proposal on complaints and disputes?

Yes. We agree with the proposal that complaints and disputes should be dealt with under the existing mechanisms, including the ADR schemes.

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Question 13: Do you agree with the impacts we describe? Please wherever possible give your reasoning and provide evidence for your views.

In principle, yes.

Question 14: Do you agree with our provisional conclusions on residential landline and broadband services?

Yes. We note the differences between Ofcom's proposals and the draft voluntary code and agree with the provisional conclusions provided on residential landline and broadband services.

Question 15: Do you agree with our proposal of 12 months to implement automatic compensation?

Yes, we agree the 12 months is sufficient to integrate the automatic compensation regulations into our business systems.

Question 16: Do you agree with our proposal to monitor the impact of automatic compensation?

Yes. We agree with the proposal to monitor the impact of automatic compensation. We further agree with the format and frequency of reporting.

Question 17: Do you agree with our proposals for greater transparency regarding service quality and compensation for products targeted at SMEs?

Yes. We agree with the proposals.

Question 18: Do you agree with our provisional conclusions not to introduce automatic compensation for delayed repair of mobile loss of service?

We do not believe it would be appropriate to comment on mobile services in our capacity as a fixed line and broadband supplier.

Question 19: Do you have any comments on the draft condition set out in Annex 14 to this document?

We have no comments on the draft condition.

ⁱ The full list of OFWAT's exceptions are listed below:

- the customer cancels the appointment;
 - the company cancels the appointment giving at least 24 hours' notice;
 - it is impracticable to keep the appointment due to severe weather;
 - it is impracticable to keep the appointment due to industrial action by the company's employees;
- or
- it is impracticable to keep the appointment due to an act/default of a person other than the company's representative.