

COMMENTS ON BEHALF OF ALL INDIA DIGITAL CABLE FEDERATION (AIDCF) TO THE DRAFT STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (DIGITAL ADDRESSABLE SYSTEMS) REGULATIONS, 2016

At the outset the AIDCF applauds the efforts of the TRAI in implementing the distribution network model through the proposed Quality of Service Regulations, 2016 and the same has been made clearly to streamline the broadcasting industry and has taken into consideration the various issues raised by the various stake holders including the AIDCF.

The instant response being submitted by us is limited to those provisions of the draft Standards of Quality of Service and Consumer Protection (Digital Addressable Systems) Regulations, 2016 (hereinafter referred to as the QoS Regulations) which in our opinion require some modification in order to ensure a level playing field, protect the interests of the relevant stakeholders and would help in reducing disputes between the stakeholders.

S. No.	Existing Draft Interconnection Regulations	Modification/Addition/Deletion proposed by the AIDCF to the Draft Interconnection Regulations	Detailed Reasons for the proposals by AIDCF
1.	Clause 2(cc) reads as under: (cc) "home channel" means a platform service generated and transmitted by distributor of TV channels to its subscribers and is displaced by default on television screen whenever the set top box is put on.	Clause 2(cc) should be deleted.	It is proposed that the definition of home channel be deleted as there is no need to define the same. Furthermore, it takes away the right of a distributor of TV channels to set a landing channel/barker channel. In any event, all customer related information and consumer education will be carried on through the customer care channel. The running of each platform services based channel has an added cost to the distributor of TV channels, and such

			<p>additional cost on the home channel would not serve any useful purpose even with regard to the consumers. It would also be pertinent to mention here that the home channel has not been given any specific purpose within the QoS Regulations, and the term is being used only in conjunction with the customer care channel and for dissemination of information which is already available on the customer care channel.</p> <p>Also, all reference made to home channel in the Regulations should also be removed i.e. Clauses 8(4), 14(3) and 17(2).</p>
2.	<p>Clause 2(rr) reads as under:</p> <p>(rr) “subscriber” means a person who is registered on the subscriber management system of the distributor of TV channels for receiving TV broadcasting services provided by a distributor of TV channels or local cable operator, at a place indicated by him without further transmitting it to any other person.</p>	<p>It is proposed that the Clause 2(rr) should be amended to the following:</p> <p>(rr) “subscriber” for the purposes of this Regulation means a person who is registered on the subscriber management system of the distributor of TV channels for receiving TV broadcasting services provided by a distributor of TV channels or local cable operator, at a place indicated by him without further transmitting it to any other person.</p>	<p>It is submitted that the aforementioned changes are necessary as various Entertainment Tax departments have been consistently misreading the existing definition of subscriber under the extant Regulations and levying Entertainment Tax on the basis of each Set-Top Box irrespective of whether they are within the same customer premises. In essence, Entertainment Tax is a Tax imposed on the end consumer on availing Entertainment Services. However, the Departments relying upon the definition given under the Regulations, treat each Set-Top Box</p>

			as an independent customer, whereas in cases where multiple Set-Top Boxes are installed at an individual customer's premises, they should not be treated as such for the purposes of Entertainment Tax. Various complaints have been received by MSOs from customers on account of the same, as it is the customer who has to pay the tax.
3.	<p>Clause 8 reads as under:</p> <p>8. Non availability of channels on distributor of TV channels platform. — (1) A distributor of TV channels shall not charge the subscriber for a-la-carte channel(s) or bouquet(s) offered by a broadcaster which become unavailable on its platform. (2) No distributor of TV channels, on its own, shall substitute the dropped channel(s) from its platform with alternative channel(s) in lieu of the channel dropped. (3) A distributor of TV channels shall reduce the subscription charges for a bouquet offered by the distributor of TV channels if channel(s) forming part of the bouquet becomes unavailable on its platform and the reduction in</p>	<p>It is proposed that the Clause 8 should be amended to the following:</p> <p>8. Non availability of channels on distributor of TV channels platform. — (1) A distributor of TV channels shall not charge the subscriber for a-la-carte channel(s) or bouquet(s) offered by a broadcaster which become unavailable on its platform. (2) If any channel, which is a part of a package subscribed by a subscriber, becomes unavailable on the network of the distributor, such distributor shall reduce the subscription charges payable by the subscriber by an amount equivalent to the a-la-carte rate of such channel from the date of discontinuance of the channel: Provided that the distributor may offer an alternative channel of the genre and</p>	<p>It is submitted that in the event channels are being availed of by a subscriber in the form of a bouquet from the distributor, an option should be available to the distributor to substitute the channel in the case of discontinuation of a channel. Even under the extant Regulations, such a provision exists and no complaints with regard to the same have been received from consumers. A certain amount of flexibility is required to be provided to the distributor of TV channels, so that it can make alterations in its offerings in the event of discontinuation of channels. Furthermore, the same will only be applicable, if the consumer accepts the replacement channel, if not he/ she would be entitled to reduction in subscription charges.</p>

	<p>subscription charges payable by the subscriber shall be calculated proportionately taking into account the discount offered by the distributor of TV channels on the retail price of bouquet.</p> <p>Explanation: For the removal of any doubt, it is clarified that any change of composition of the bouquet offered by a distributor of TV channels, when channel(s) forming part of such bouquet are available on its platform, shall be construed as a new bouquet.</p> <p>(4) No distributor of TV channels shall discontinue distribution of a-la-carte channel(s) and bouquet(s) without giving prior notice of fifteen days to its subscribers and such notice shall be given wide publicity through multiple means such as scrolls on TV screen, e-mail, short messaging service (SMS), Home channel and customer care channels.</p> <p>Provided that nothing contained in this sub-regulation shall apply in case the discontinuance in the provision of services has been caused by natural calamities.</p>	<p>language of the channel discontinued and, if the offer is accepted by the subscriber, the distributor or its linked local cable operator may not reduce the subscription charges for the channel which is not available on its network.</p> <p>(3) No distributor of TV channels shall discontinue distribution of a-la-carte channel(s) and bouquet(s) without giving prior notice of fifteen days to its subscribers and such notice shall be given wide publicity through multiple means such as scrolls on TV screen, e-mail, short messaging service (SMS) and customer care channels.</p> <p>Provided that nothing contained in this sub-regulation shall apply in case the discontinuance in the provision of services has been caused by natural calamities.</p>	<p>Furthermore, the reference to home channel has been removed and the sub-clauses have been renumbered accordingly.</p>
4.	Clause 26 reads as under:	It is proposed that the Clause 26 should	In Clause 26(6), the time period of 5

	<p>26. Supply and installation of the Customer Premises Equipment.— (1) Every distributor of TV channels or local cable operator, as the case may be, shall provide to subscriber the conforming to relevant Indian Standards set by the Bureau of Indian Standards.</p> <p>(2) Every distributor of TV channels or local cable operator, as the case may be, shall offer Customer Premises Equipment to every consumer under the following schemes:</p> <p>(i) outright purchase scheme</p> <p>(ii) rental scheme</p> <p>(3) Every distributor of TV channels or local cable operator, as the case may be, shall specify the retail price of customer premises equipment under outright purchase scheme, and the terms and conditions for guarantee/warranty, and such guarantee/warranty shall not be for a period of less than one year and the subscriber shall not be required to pay any charge towards repair and maintenance of the Customer Premises Equipment during such period of guarantee/ warranty.</p> <p>Provided that nothing contained in this sub-regulation shall apply if the</p>	<p>be amended to the following:</p> <p>26. Supply and installation of the Customer Premises Equipment .— (1) Every distributor of TV channels or local cable operator, as the case may be, shall provide to subscriber the conforming to relevant Indian Standards set by the Bureau of Indian Standards.</p> <p>(2) Every distributor of TV channels or local cable operator, as the case may be, shall offer Customer Premises Equipment to every consumer under the following schemes:</p> <p>(i) outright purchase scheme</p> <p>(ii) rental scheme</p> <p>(3) Every distributor of TV channels or local cable operator, as the case may be, shall specify the retail price of customer premises equipment under outright purchase scheme, and the terms and conditions for guarantee/warranty, and such guarantee/warranty shall not be for a period of less than one year and the subscriber shall not be required to pay any charge towards repair and maintenance of the Customer Premises Equipment during such period of guarantee/ warranty.</p> <p>Provided that nothing contained in this sub-regulation shall apply if the</p>	<p>years has been reduced to 1 year as, the Set-Top Boxes are not manufactured by the distributor of TV channels and are purchased from third party vendors who only provide a maximum warranty period of 1 year. Therefore, as no warranty beyond 1 year is being provided to the distributor of TV channels by the manufacturer of the equipment itself, it cannot provide maintenance for a period of 5 years. The maintenance cost of the equipment is being passed on to the distributor of TV channels, who is already suffering a loss (by providing the equipment to a customer below cost price) on the equipment. The same is a highly onerous obligation being cast upon the distributor of TV channels and is very difficult to fulfill. In the event a subscriber wants a maintenance package for a specified duration, he can purchase the same from the open market or enter into a separate agreement with the distributor of TV channels or the local cable operator. The Annual Maintenance Contract for a period of 5 years cannot be provided for free. It is also pertinent to mention that most defects in the equipment occur due to mishandling by the customer or by environmental factors</p>
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<p>Customer Premises Equipment has been tampered with or physically damaged by the subscriber Provided further that distributor of TV channels or local cable operator, as the case may be, shall also offer annual maintenance scheme for the Customer Premises Equipment provided under such scheme after the expiry of guarantee/warranty period.</p> <p>Provided also that the ownership of the Customer Premises Equipment in such scheme shall be in the name of the subscriber.</p> <p>(4) Every distributor of TV channels or local cable operator, as the case may be, shall specify the monthly rental amount of Customer Premises Equipment under rental scheme, and other terms and conditions, if any.</p> <p>Provided that it shall be open to a distributor of TV channels or local cable operator, as the case may be, to specify refundable security deposit as may be considered appropriate in such scheme.</p> <p>Provided also that ownership of the Customer Premises Equipment offered by distributor of TV channels or local cable operator, as the case may be, under such schemes shall remain with distributor of TV channels or local cable operator, as the case may be.</p>	<p>Customer Premises Equipment has been tampered with or physically damaged by the subscriber Provided further that distributor of TV channels or local cable operator, as the case may be, shall also offer annual maintenance scheme for the Customer Premises Equipment provided under such scheme after the expiry of guarantee/warranty period.</p> <p>Provided also that the ownership of the Customer Premises Equipment in such scheme shall be in the name of the subscriber.</p> <p>(4) Every distributor of TV channels or local cable operator, as the case may be, shall specify the monthly rental amount of Customer Premises Equipment under rental scheme, and other terms and conditions, if any.</p> <p>Provided that it shall be open to a distributor of TV channels or local cable operator, as the case may be, to specify refundable security deposit as may be considered appropriate in such scheme.</p> <p>Provided also that ownership of the Customer Premises Equipment offered by distributor of TV channels or local cable operator, as the case may be, under such schemes shall remain with distributor of TV channels or local cable operator, as the case may be.</p>	<p>which are beyond the control of the distributor of TV channels.</p>
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<p>(5) It shall be open to a distributor of TV channels to offer Customer Premises Equipment, in addition to outright purchase scheme and rental scheme, under any other scheme including bundled scheme and shall specify separately the charges of the Customer Premises Equipment, monthly rental amount for the distribution network, charges for pay channel(s) or bouquet(s) of pay channels bundled with Customer Premises Equipment: Provided that ownership of the Customer Premises Equipment offered by distributor of TV channels under such schemes shall remain with distributor of TV channels.</p> <p>(6) Every distributor of TV channels or local cable operator, as the case may be, shall be responsible for maintenance of Customer Premises Equipment offered under sub regulation (4) and sub regulation (5) for a minimum period of five years and the subscriber shall not be required to pay any charge towards repair and maintenance of the Customer Premises Equipment during such period.</p> <p>Provided that nothing contained in this sub-regulation shall apply if the Customer Premises Equipment has been tampered with or physically</p>	<p>(5) It shall be open to a distributor of TV channels to offer Customer Premises Equipment, in addition to outright purchase scheme and rental scheme, under any other scheme including bundled scheme and shall specify separately the charges of the Customer Premises Equipment, monthly rental amount for the distribution network, charges for pay channel(s) or bouquet(s) of pay channels bundled with Customer Premises Equipment: Provided that ownership of the Customer Premises Equipment offered by distributor of TV channels under such schemes shall remain with distributor of TV channels.</p> <p>(6) Every distributor of TV channels or local cable operator, as the case may be, shall be responsible for maintenance of Customer Premises Equipment offered under sub regulation (4) and sub regulation (5) for a minimum period of <u>one</u> year and the subscriber shall not be required to pay any charge towards repair and maintenance of the Customer Premises Equipment during such period.</p> <p>Provided that nothing contained in this sub-regulation shall apply if the Customer Premises Equipment has been tampered with or physically</p>	
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	<p>damaged by the subscriber.</p> <p>(7) Every distributor of TV channels providing direct to home services may charge an amount not exceeding rupees two hundred and fifty as visiting charge per registered complaint requiring visit of a person to subscriber's premises for repair and maintenance:</p> <p>Provided that no visiting charges will be levied to the subscribers for any complaint relating to set top box.</p> <p>Provided further that such visiting charge shall not be debited from the pre-paid subscription account of the subscriber.</p> <p>Provided also that the receipt for payment shall be issued to the subscriber by the DTH operator for such charges.</p> <p>(8) Every distributor of TV channels or local cable operator, as the case may be, shall repair set top box within twenty four hours, from the time of registering the complaint relating to malfunctioning of set top box, and charges for such repair shall be regulated under the regulation.</p> <p>Provided that it shall be open to a distributor of TV channels or local cable operator, as the case may be, to provide maintenance spare set top box in case the malfunctioning set top box cannot</p>	<p>damaged by the subscriber.</p> <p>(7) Every distributor of TV channels providing direct to home services may charge an amount not exceeding rupees two hundred and fifty as visiting charge per registered complaint requiring visit of a person to subscriber's premises for repair and maintenance:</p> <p>Provided that no visiting charges will be levied to the subscribers for any complaint relating to set top box.</p> <p>Provided further that such visiting charge shall not be debited from the pre-paid subscription account of the subscriber.</p> <p>Provided also that the receipt for payment shall be issued to the subscriber by the DTH operator for such charges.</p> <p>(8) Every distributor of TV channels or local cable operator, as the case may be, shall repair set top box within twenty four hours, from the time of registering the complaint relating to malfunctioning of set top box, and charges for such repair shall be regulated under the regulation.</p> <p>Provided that it shall be open to a distributor of TV channels or local cable operator, as the case may be, to provide maintenance spare set top box in case the malfunctioning set top box cannot</p>	
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	<p>be repaired within twenty four hours. Provided further that nothing contained in this sub-regulation shall apply if the set top box has been tampered with or physically damaged by the subscriber</p> <p>(9) Every distributor of TV channels, or local cable operator, as the case may be, shall inform the consumers the details of customer premises equipment schemes.</p> <p>(10) Every distributor of TV channels shall publish on its website the details of all schemes for Customer Premises Equipment along with terms and conditions.</p>	<p>be repaired within twenty four hours. Provided further that nothing contained in this sub-regulation shall apply if the set top box has been tampered with or physically damaged by the subscriber</p> <p>(9) Every distributor of TV channels, or local cable operator, as the case may be, shall inform the consumers the details of customer premises equipment schemes.</p> <p>(10) Every distributor of TV channels shall publish on its website the details of all schemes for Customer Premises Equipment along with terms and conditions.</p>	
5.	<p>Clause 28(1) reads as under:</p> <p>28. Consumer care channel .— (1) Every distributor of TV channels, who is offering any kind of platform services , shall designate a channel for the purpose of consumer awareness and the same shall be referred as consumer care channel.</p>	<p>It is proposed that the Clause 28(1) should be amended to the following:</p> <p>28. Consumer care channel .— (1) Every distributor of TV channels, who is offering any kind of platform services , shall designate linear channel number 999 for the purpose of consumer awareness and the same shall be referred as consumer care channel.</p>	<p>It is proposed that all distributors of TV channels provide the consumer care channel at linear channel number 999. It will ensure uniformity as also increase accessibility of the consumer to access such information. Furthermore, when the Authority or the distributor of TV channels launch any consumer awareness initiative it would provide uniformity, as well as easier recall amongst the consumers. When the linear channel number is fixed across platforms/ service providers, it also increases the recall amongst the subscribers who even if they replace</p>

			service providers, will not need to recall new details.
6.	<p>Clause 33 reads as under:</p> <p>33. Display of channels in EPG. — (1) Every distributor of TV channels shall list all channels available on its platform in the electronic programme guide in the respective genres along with applicable a-la-carte prices. Provided that in case of pay channels distributor of TV channels shall indicate MRP declared by the broadcaster in the electronic programme Guide and for the free to air channels such prices shall be indicated as zero.</p>	<p>It is proposed that the Clause 33 should be amended to the following:</p> <p>33. Display of channels in EPG. — (1) Every distributor of TV channels shall list all channels available on its platform in the electronic programme guide in the respective genres.</p>	<p>It is proposed that the requirement of indicating the a-la-carte pricing of a channel on the EPG be done away with. It is submitted that the distributor of TV channels prepares a common EPG for all its customers, irrespective of the channels/ packages subscribed to by a subscriber. Furthermore, the price of a channel would also change depending upon whether it is subscribed to on a-la-carte basis or as part of a package. Therefore, it is very difficult to provide the channel pricing as part of the EPG. All information relating to channel pricing would be available on the customer care channel, as also the website of the distributor of TV channels in addition to being available through the customer care representatives.</p>
7.	<p>Proposed Clause 35 reads as under:</p> <p>35. Appointment of compliance officer and his obligations.--(1) Every distributor of TV channels shall, within thirty days from the date of commencement of these regulations,</p>	<p>It is proposed that the Clause 35 should be amended to the following:</p> <p>35. Appointment of compliance officer and his obligations.--(1) Every distributor of TV channels shall, within <u>sixty</u> days from the date of commencement of these regulations,</p>	<p>Reasoning: The time period of 30 days in sub-clause (1) has been increased to 60 days, as in most cases new hiring would have to be done by the service providers in terms of the Regulations. Any new hiring in an organization would be difficult to manage within a</p>

<p>appoint a compliance officer: Provided that nothing contained in this sub-regulation shall apply to a distributor of television channels having average subscribers base, over the immediately preceding calendar quarter, less than two lakh or such other number of subscribers which may be prescribed by the Authority through direction from time to time: (2) Every distributor of TV channels which is a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of the board's resolution authorizing the appointment of such compliance officer. Explanation: For the purpose of this regulation, the definition of "company" shall be the same as assigned to it in the Companies Act, 2013(18 of 2013). (3) Every distributor of TV channels which is not a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of</p>	<p>appoint a compliance officer: Provided that nothing contained in this sub-regulation shall apply to a distributor of television channels having average subscribers base, over the immediately preceding calendar quarter, less than two lakh or such other number of subscribers which may be prescribed by the Authority through direction from time to time: (2) Every distributor of TV channels which is a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of the board's resolution authorizing the appointment of such compliance officer. Explanation: For the purpose of this regulation, the definition of "company" shall be the same as assigned to it in the Companies Act, 2013(18 of 2013). (3) Every distributor of TV channels which is not a company shall, within ten days from the date of appointment of the compliance officer under sub-regulation (1), furnish to the Authority the name, full address, contact number and e-mail address of the compliance officer along with authenticated copy of</p>	<p>period of 30 days. The time period of 10 days in sub-clause (4) has been increased to 30 days. The same is on account of the fact that in the event of any change in the compliance officer, 10 days is not sufficient to recruit a replacement. Furthermore, at times employees can resign at very short notice period and therefore, sufficient time is required to appoint a replacement.</p>
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<p>the authorization letter authorizing the appointment of such compliance officer.</p> <p>(4) In the event of any change in the name of the compliance officer so appointed under subregulation (1), the same shall be reported to the Authority by the every distributor of TV channels within ten days from the date of occurrence of such change along with authenticated copy of board's resolution or authorization letter, as the case may be.</p> <p>(5) In the event of any change in the address or contact number or email address of the compliance officer, the same shall be reported to the Authority by the every distributor of TV channels within ten days from the date of occurrence of such change.</p> <p>(6) The compliance officer shall be responsible for-</p> <p>(a) ensuring conformity with the provisions of these regulations applicable to the distributor of TV channels</p> <p>(b) reporting to the Authority, with respect to compliance with these regulations and other directions of the Authority issued under these regulations.</p> <p>(c) ensuring that proper procedures have been established and followed by</p>	<p>the authorization letter authorizing the appointment of such compliance officer.</p> <p>(4) In the event of any change in the name of the compliance officer so appointed under subregulation (1), the same shall be reported to the Authority by the every distributor of TV channels within <u>thirty</u> days from the date of occurrence of such change along with authenticated copy of board's resolution or authorization letter, as the case may be.</p> <p>(5) In the event of any change in the address or contact number or email address of the compliance officer, the same shall be reported to the Authority by the every distributor of TV channels within ten days from the date of occurrence of such change.</p> <p>(6) The compliance officer shall be responsible for-</p> <p>(a) ensuring conformity with the provisions of these regulations applicable to the distributor of TV channels</p> <p>(b) reporting to the Authority, with respect to compliance with these regulations and other directions of the Authority issued under these regulations.</p> <p>(c) ensuring that proper procedures have been established and followed by</p>	
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	<p>the every distributor of TV channels that would result in the correctness, authenticity and completeness of the information, statements and reports filed by the every distributor of TV channels under these regulations.</p>	<p>the every distributor of TV channels that would result in the correctness, authenticity and completeness of the information, statements and reports filed by the every distributor of TV channels under these regulations.</p>	
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In conclusion, AIDCF would request TRAI to consider the aforementioned proposed amendments/deletions and/or additions for the QoS Regulations to bring about a new and reformed era for the broadcasting sector wherein disputes between the service providers are minimized and the actual goal of providing good quality uninterrupted services and choice to the customer is achieved as well as the business interests of all the tiers of the distribution chain are protected.