
Vodacom's written submission in response to the Authority's invitation for comments on the Draft Amended End-User and Subscriber Service Charter ("the Draft Amended Charter") n

[Government Gazette No. 37251, General Notice No. 30 of 22 January 2014]

INTRODUCTION

Vodacom (Pty) Ltd ("Vodacom") welcomes the opportunity to comment on the Amended Draft End-User and Subscriber Service Charter ("the Draft Amended Charter") as published by the Independent Communications Authority of South Africa ("the Authority / ICASA") in Government Gazette No. 37251, General Notice No. 30 of 22 January 2014. The Draft Amended Charter was published in terms of section 4 read with section 69(3) of the Electronic Communications Act, Act 36 of 2005 ("the Act"). These Regulations repeal the End-User and Subscriber Service Charter Regulations published in Government Gazette No. 32431, Notice No. 774 of 24 July 2009.

Vodacom commends the Authority on this timeous amendment of the End-User and Subscriber Service Charter. We support the stated purpose of the Draft Amended Charter which is to prescribe the minimum standards of service quality offered to end users by licensees; make information available to end users; inform end users of their rights and obligations; clarify processes regarding complaints resolution turn-around times; monitoring and enforcement of these regulations; provide for rebates to subscribers and publication of statistics.

Vodacom supports the proposed Alternative Dispute Resolution ("ADR") process as our understanding of it is that it is a preliminary process in dispute resolution prior the disputes being referred to the Complaints and Compliance Committee ("CCC").

Vodacom confirms its willingness to participate in any further consultative process which the Authority may undertake in regard to the Draft Amended Charters.

Vodacom's submission is comprised of three parts:

- Part A: General Comments
- Part B: Specific comments on the Draft Amended Charter
- Part C: Conclusion

PART A: GENERAL COMMENTS

ALTERNATIVE DISPUTE RESOLUTION MECHANISMS

Vodacom accepts that Alternative Dispute Resolution ("ADR") is an important part of the consumer experience. Vodacom invests significant efforts and resources to ensure a high-quality and consumer-friendly complaints handling process and recognises that on the rare occasions where we cannot reach agreement with our customers there should be a robust ADR process. Vodacom supports the ADR provision in the Draft Amended Charter as a preliminary process in dispute resolution prior to the Complaints and Compliance Committee ("CCC") process. In order to ensure certainty, Vodacom suggests that the Draft Rules and Procedures should clearly set out the parameters, scope and the role of ADR vis-a-vis the role of other consumer agencies and the CCC.

VIS MAJORE

In principle, Vodacom supports the proposed targets in the Draft Amended Charter where they relate to elements of the service or circumstances which are directly under Vodacom's control. Vodacom's understanding of Vis-Majore is that it comprises of, amongst others, the following:

- Theft and vandalism;
- Load shedding and Electrical Power Outages;
- Interference; and
- Floods

Vodacom submits that in the event of the above taking place, we will not be able to comply with the provisions of the Draft Amended Charter.

AUDIT AND VERIFICATION

Vodacom supports the Authority's proposal to conduct monthly audits and verifications as we view this as an improvement of the manner in which test call sampling and service observation to verify compliance with the End-User Subscriber and Service Charter is currently performed. Vodacom however, urges the Authority to consider the work which is being done in South African Bureau of Standards ("SABS") Technical Committee ("TC 74") working group, with the aim of revising this Regulation once the standard is finalized.

PART B: SPECIFIC COMMENTS ON THE PROVISIONS OF THE DRAFT REGULATIONS

REGULATION 1 - DEFINITIONS

Complaint versus Dispute

Vodacom is also of the view that, there must be a clear distinction between a **complaint** and a **dispute** as the two do not mean one and the same thing as implied in the Draft Amended Charter. A dispute is only declared after attempts to resolve a complaint have failed. The definition of a complaint in the draft regulations is flawed because a complaint is not a grievance on the non-compliance of the licensee's terms and conditions or any other applicable legislation alleged. Vodacom suggests that the definition of a complaint as envisaged in the Draft Amended Charter setting out the minimum standards for End-User Subscriber Service Charters Gazette No 32431 of 24 July 2009 must be retained.

"Complaint" means a communication lodged by an end-user, by means of voice communication (telephone), post, personal visit (walk-in centres), by electronic text communication or by a combination of the foregoing media, in accordance with the licensee's complaints procedures set out in the licensee's end-user and subscriber charter, expressing the end-user's or subscriber's dissatisfaction with the standard of service rendered by the licensee.

Vodacom also suggests that the definition of a dispute be inserted in the Draft Amended Charter as follows:

"Dispute" means a disagreement between two parties, namely the end-user and the licensee over the resolution of a complaint.

REGULATION 4 – ELECTRONIC COMMUNICATION NETWORK SERVICE (ECNS) AND ELECTRONIC COMMUNICATIONS SERVICE (ECS) AVAILABILITY

4.1 Availability of mobile services – 99%:

Vodacom agrees with the target. We are currently reporting above 99% on the availability of mobile services. However, Vodacom interprets the definition to be a combination of all the services e.g. 2G+3G+LTE averaged across its base being provided into an aggregated figure.

4.3 Average time to activate Mobile Service – 99% within 24hrs

Vodacom agrees with this target based on the understanding that it relates to new SIM card activations.

4.3 Average Time to install fixed wireless / fixed wireline services

Vodacom suggests that the Authority should change the target for fixed wireline to 80% within 45 working days to install and activate services. This is to cater for delays to fibre installations caused by events such as technical and operational impediments which are outside of the licensee's control i.e. way leave approvals, masts and site approvals, customer site readiness. In addition hereto, this period could also be extended in agreement with customers.

4.4 Average time to clear faults – 95% within 24hrs

Vodacom submits that we agree with this target.

4.5 Intra / Inter Network Call Connection loss

Vodacom suggests that this target should be deleted as it is covered by the targets below.

4.5 Average call setup success ratio >98%

We recommend that the definition of Call Setup Success Ratio should read as follows:

"the percentage of mobile originating and mobile terminating calls that are successfully setup as a percentage of the overall call attempts". Vodacom recommends that drive testing must be aligned to methodologies currently being finalized by the SABS TC-74 workgroup.

4.5 Average call setup time <20s

Vodacom agrees with the target.

4.5 Average call drop rate <3%

Vodacom agrees with this target and recommends that drive testing must be aligned to methodologies currently being finalized by the SABS TC-74 workgroup.

4.5 Average Call retention ratio >96%

The call drop ratio and Call retention ratio are linked and only one of them needs to be measured (Call Retention Ratio + Call Drop Ratio = 100%). If we accept the Call Drop Ratio of <3% then the Call Retention Ratio will be >97%.

4.5 Average SMS message transmission ratio >96%

Vodacom believes that the definition and target are acceptable.

4.5 Speech Quality >3.0 MOS

The target is acceptable.

4.5 Average Call Block Rate <20%

This definition and target are not necessary since this regulation already contains the measurement of Call Setup Success Ratio.

4.5 Call Handover Success Rate>95%

This parameter should not form part of the subscriber services charter. The handover might be unsuccessful but this does not mean that the call will be terminated. Further attempts will be performed to the same or other resources that can be successful and these processes do not impact directly the user's ability to retain a call. This target should be removed since it is already measured with Call Drop Rate.

4.5 Service Coverage – Specific street level coverage figures provided

Vodacom understands this to mean outdoor coverage shall have RxLev \geq -80dBm. This level is much higher than required to retain voice services. Vodacom recommends -102dBm which is the minimum signal strength needed to establish and retain a 2G call. To cater for "dead spots" within the coverage area, we recommend that this level should be met \geq 95% of the time.

Vodacom recommends that the in-building level should be same as the outdoor signal strength (-102 dBm). Vodacom wishes to bring to the attention of the Authority that due to the material used in some buildings it would be impossible to meet this minimum signal strength in all areas of the building. This level should be met \geq 85% of the time.

For the basement with more than one underground level, it will be difficult to meet the minimum signal strength target set due to financial constraints.

4.5 Data KPI's

Vodacom is of the view that most of the data targets seem to be laborious to measure. We agree with the speed and latency targets but the measurement methodology needs to be defined.

Packet loss Ratio

Vodacom recommends that this definition not form part of the subscriber charter as this metric does not have any impact on the user. The user experience of the network is not influenced by packet loss for non-real time like communication as the network will resend packets automatically. In certain cases, the users internet download / browsing speed will be affected by the retries but speed is already measured in other targets.

4.5 Delay Ratio

Vodacom recommends that this target should be retained in its current form.

4.5 Latency

Vodacom recommends the retention of this target with no change.

4.5 Successful Data Transmission

We agree with the target. It should however be noted that there will be sessions which cannot be completed due to the fact that the server responding to the request might time out. These servers are not always within the Vodacom domain of control.

4.5 Broadband speed

Vodacom supports the incorporation of the broadband speeds contained in the National Broadband Policy.

REGULATION 5 – PROVISION OF CRITICAL INFORMATION TO THE END-USERS

5(a) Roaming

Vodacom strongly supports the incorporation of the SADC Roaming Guidelines on Transparency into the revised End User and Subscriber Services Charter Regulations. Vodacom however urges the Authority to incorporate the provisions of these guidelines in full and not in the manner in which the Authority is currently proposing to. Vodacom suggests the requirement to provide the roaming subscriber with critical roaming information should include the following:

- A welcome Short Messaging Service (“SMS”) explaining the existing roaming options and existing tariff plans including Voice; SMS and Data charges
- A roaming usage cap, for example, R500 per day, to prevent roaming subscribers from getting bill shocks
- The ability for roaming subscribers to change their roaming usage cap
- A message updating the roaming subscriber of their usage at levels of 50 %; 75 % and 100 % of the total usage cap

REGULATION 6 – PROTECTION OF END USER AND SUBSCRIBER INFORMATION

Vodacom recommends retention of this sub-regulation.

REGULATION 7 – CHARGING, BILLING, COLLECTION AND CREDIT PRACTICES

7.1 Charging

Vodacom confirms that the information relating to connection fees and deposits will be made clear to a customer when they are given a quotation prior to concluding a contract with Vodacom. We do not require pre-payments.

7.2 Billing

Vodacom currently provides itemised billing statements upon request to customers for both voice and data usage. We are however not able to provide details of websites visited on a customer's bill but are consistently making efforts to simplify the manner in which the customers' bills are presented for their benefit.

7.3. Applicable rules in defining a suitable degree of end-user protection against billing complaints

Vodacom recommends retention of this sub-regulation.

REGULATION 8 – COMPLAINTS PROCEDURE

Vodacom recommends retention of this sub-regulation.

REGULATION 9 – REPORTING ON THE ESCALATED COMPLAINTS

Vodacom recommends retention of this sub-regulation.

REGULATION 10 - REBATE

Vodacom recommends retention of this sub-regulation.

PART C: CONCLUSION

Vodacom supports the Authority's timeous effort to amend the End-User and Subscriber Service Charter. Vodacom wishes to reiterate that our understanding of the Alternative Dispute Resolution process is that it is a preliminary dispute resolution process which the Authority proposes to undertake prior to referring consumer complaints to the Complaints and Compliance Committee. We support this proposal. We emphasize that we will not be able to comply with some targets set out in the Draft Amended Charter if any of the events listed as vis-majore should occur. Furthermore, Vodacom submits that our view of the Audits and Verifications is that it is an improvement of the manner in which test call sampling and service observation to verify compliance with the End-User Subscriber Service Charter is currently done. We fully support this proposed approach.