

# **M1'S RESPONSE TO IMDA'S PUBLIC CONSULTATION ON NETLINK TRUST'S INTERCONNECTION OFFER**



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## **Introduction**

1. M1 is Singapore's most vibrant and dynamic communications company, providing mobile and fixed services to over 2 million customers. Since the launch of commercial services in 1997, M1 has achieved many firsts, including the first operator to offer nationwide 4G service, as well as ultra high-speed fixed broadband, fixed voice and other services on the Next Generation Nationwide Broadband Network. With a continual focus on network quality, customer service, value and innovation, M1 links anyone and anything; anytime, anywhere.
2. M1 supports the on-going review of NetLink Trust's ("NLT") Interconnection Offer ("ICO"). The review of the ICO will ensure that the services offered by NLT, and the prices, terms and conditions of the services remain relevant to the developments in the info-communications industry.
3. M1 welcomes the opportunity to submit views and comments on the proposed changes to NLT's ICO to effect IMDA's earlier consultation decision dated 24 Oct 2016 on NLT's ICO ("IMDA's Decision"). Our views and comments are set out below.

## **Service Activation Charge**

4. IMDA has allowed NLT to impose a service activation charge of \$53 and \$64 for residential end-user and non-residential end-user connections respectively. We understand that the charge is intended to cover works related to patching to activate the end-user connection, as well as any subsequent un-patching arising from order deactivation, termination or service relocation.
5. However, under Schedule 1 and Schedule 2 of the ICO, NLT will provide (as part of end-user connection) one Patching Service at NLT's FDF at the Building MDF Room and one Patching Service (where necessary) at NLT's FDF at the Central Office. The Requesting Licensee shall pay a Patching Charge in accordance with Schedule 15 (Charges).
6. We believe that these Patching Charges should have already been included in the service activation charge. This would be in accordance with IMDA's Decision that the service activation charge is expected to cover all patching / un-patching works arising from the provision of residential and non-residential end-user connections.
7. In addition, we note from IMDA's Decision that the service activation charge will not be applicable when a Requesting Licensee submits a request for end-user connection to be relocated from one point in a premise to another point in the same premise. However, this scenario is not specified in the ICO.

## **Fault Management Regime**

8. We also wish to highlight the ambiguities in NLT's fault management process and how associated charges would be imposed on a Requesting Licensee. Such ambiguities can lead to confusion and disputes with Requesting Licensees, Retail Service Providers and/or end-users.



### Fault Identification

9. Under Schedule 1 of the ICO, it states that if NLT determines that no fault is found or the fault is not due to NLT's network or equipment, NLT shall charge the Requesting Licensee a fault identification charge. The charge will apply in instances where:

- (a) NLT determines that the fault identified in the passive fibre network (for pre-COPIF 2013 Buildings and COPIF 2013 Buildings) is evidently attributed to the end-user, Retail Service Provider and/or the Requesting Licensee; or
- (b) NLT determines that the fault reported resides in the building owner/ building developer's network in the COPIF 2013 Buildings and the fault is not evidently caused by NLT.

10. Under Schedule 2 of the ICO, it simply states that if NLT determines that no fault is found or the fault is not due to NLT's network or equipment, NLT shall charge the Requesting Licensee the fault identification charge.

11. The proposed fault identification process lacks clarity on how NLT would reasonably determine that the fault identified is evidently attributed to the end-user, Retail Service Provider and/or Requesting Licensee. Furthermore, it appears that the intent is to impose the fault identification charge on the Requesting Licensee as long as no fault is found or the fault is not due to NLT's network or equipment, without further consideration on the nature of the fault and whether it is indeed caused by the Requesting Licensee.

12. We believe that the ICO should clearly and fairly address how NLT will handle cases where the cause of the faults could not be determined, and when faults occur outside of NLT's network (e.g. a fault residing in a common corridor of a building). It would not be reasonable to expect the Requesting Licensee to bear the fault identification charge (by default) when the fault is not caused by the Requesting Licensee.

### Fault Investigation Charges

13. Under Schedule 15 of the ICO, the minimum charge for Fault Identification (per visit up to the first 2 hours) is \$64. However, the minimum charge for the same 2-hour duration for Onsite Visit and Joint Investigation is \$130. We are of the view that the minimum charge for Onsite Visit and Joint Investigation should be aligned with the Fault Identification.

### Fault Rectification

14. Under Schedule 1 and Schedule 2 of the ICO, it states that if it is discovered that any part of NLT's network located in the residential/ non-residential premise is damaged, NLT shall proceed to rectify the fault and the Requesting Licensee shall bear the repair and replacement charges.

15. Schedule 1 of the ICO also states that in the event that a particular fault is found in the building owner/ building developer's network in COPIF 2013 Buildings, the Requesting Licensee shall bear the repair and replacement charges if it requests NLT to carry out the fault rectification.



Alternatively, the end-user may approach any of the contractors authorised by NLT to carry out the fault rectification.

16. Foremost, similar to the approach for fault identification, our position is that NLT should not impose charges when the fault is not caused by the Requesting Licensee or end-user. If the end-user has not agreed to the repair and replacement charges, it would lead to disputes between the end-user and the Requesting Licensee/ Retail Service Provider, and the latter may not be able to recover the charges from the end-user.

### **Monthly Recurrent Charges**

17. In IMDA's Decision, IMDA acknowledged that the cost savings from NLT not having to deploy the network segment between the Fibre Interface Point to the Fibre Termination Point in COPIF 2013 Buildings would be regarded as CAPEX savings that IMDA will take into consideration when determining the Monthly Recurring Charges ("MRC") of the end-user connection at the on-going MRC price review.

18. However, we note that there is no change to the MRC of end-user connection in this consultation. We would request IMDA to review the MRC as well as the existing one-time charges. This will facilitate a more holistic approach in assessing the impact to NLT's charges arising from COPIF 2013 Buildings.

### **Installation of Network Charge**

19. Under clause 2.3.4 of Schedule 15 of the ICO, it states that the Installation of Network Charge for Non-Residential End-User Connection from CO to Termination Point inside the Non-Residential Premise will also cover third-party works necessary for the provisioning of such a connection, including the creation and reinstatement of access openings in ceilings and/or deployment of scissor lifts or any other suitable means of accessing cable trays.

20. We wish to seek confirmation from IMDA that there should be no other third-party charges (for example building maps, escort fees, after-office hours charges, aesthetic requirements imposed by building owners) which NLT may pass on to the Requesting Licensee.