



20th March 2018

Aileen Chia (Ms)
Deputy Chief Executive / Director-General (Telecoms & Post),
Info-comm Media Development Authority of Singapore
10 Pasir Panjang Road
#10-01 Mapletree Business City
Singapore 117438

By email: Consultation@imda.gov.sg

Dear Ms Chia,

RE: REVIEW OF THE TELECOMMUNICATION AND SUBSCRIPTION TV MEDIATION-ADJUDICATION SCHEME

1. We refer to the consultation document released on 17th January by IMDA, and we appreciate the opportunity to comment.
2. As a local telecommunications company this proposed scheme would affect the interactions we have with a group of our customers. Therefore any proposed changes are of great interest to us.

Thank you for your consideration.

Yours Sincerely,

A handwritten signature in black ink, appearing to be the initials "CW" or a similar stylized name.

Chris Williams
Chief Operating Officer
chris.williams@viewqwest.com
DID +65 6866 1989



CONTENTS

1.STATEMENT OF INTEREST	2
2.COMMENTS.....	2
3.CONCLUSION.....	4



1. STATEMENT OF INTEREST

2.1 Viewqwest Pte Ltd is a Facilities-Based Operator in Singapore, who is a NetLink Trust ("NLT") Network Company Qualifying Person. We are a Requesting Licencee ("RL") and a Retail Service Provider.

2.2 As a local telecommunications company this proposed scheme would affect the interactions we have with a group of our of our customers. Therefore any proposed changes are of great interest to us.

2. COMMENTS

2.1 Do you have any comments or suggestions on IMDA's proposed two-step Mediation – Adjudication process, and whether this process will achieve the policy objectives of providing the Disputing Parties with a resolution in an effective manner?

The idea is well-intentioned however, it has not been shown why the existing Small Claims Tribunal process, that is easily accessible and affordable, is no longer suitable for resolution of problems between Service Providers and consumers.

2.2 Do you think that it is necessary to serve a "notice of intention to mediate" so that it is demonstrated that the Disputing Parties have exhausted all available options before starting mediation proceedings? What are your views on the 14 calendar days required – is it too long, too short or sufficient?

It depends. If the reason for the dispute is a simple one-time misunderstanding, 14 calendar days is sufficient. If the reason for the dispute is a long running technical issue, there could be a lot of preparation required to show the facts of the case, including advice from technical and customer service teams, so 14 days may not be sufficient.

2.3 Do you agree that a documents-based adjudication is more efficient for the Disputing Parties, or do you have any suggestions to enhance the adjudication stage?

A documents-based adjudication can be more efficient if comprehensive guidelines are provided on: how decisions are, based on objective criteria; the document required to provide the facts, and the format which they are required in, e.g. can recorded telephone calls be provided in audio file form, or must a transcript be provided; and how can contextual information be provided in an explanatory note, to better understand the situation surrounding the facts.

2.4 What are your views on giving consumer the option to choose whether to accept an adjudicated decision for it to be binding on the Disputing Parties? Do you think that this would help to achieve faster resolution of disputes?

The nature of arbitration is that decisions are binding. The journey to reach this point has already involved the Service Provider and the consumer attempting to resolve the issue together, then having a face-to-face discussion with a mediator, and finally submitting documents for adjudication. If the stated goal is an efficient dispute resolution system, giving the consumer the option to accept an adjudicated decision at this point, as opposed to binding the consumer to the decision, would cause the system to fail to meet its purpose.

2.5 Do you think consumers should be given the option to go straight to adjudication, without requiring the Disputing Parties to go through mediation first?



This is a possibility if the clear guidelines mentioned above are provided to both the Service Provider and the consumer.

2.6 Do you agree that apart from Individual Consumers, it is beneficial to include Small Business Customers as Eligible Customers under the Scheme? Why do you think so?

Businesses traditionally have access to better resources than Individual Consumers and are better placed to obtain professional advice before entering into contracts. The focus should be on supporting Individual Consumers to resolve their disputes with their Service Provider, quickly and efficiently.

2.7 Is the definition of Small Business Customer appropriate? If not, how should it be defined?

Consideration could also be given to the amount being spent on services with the Service Provider.

2.8 Do you agree that IMDA should mandate participation of all telecommunication and subscription TV Service Providers that have direct billing relationship with Eligible Customers in the Scheme?

Yes, if the scheme is implemented, it should apply to everyone.

2.9 Are there other Service Providers that should be required to participate in the Scheme? Why do you think so?

No.

2.10 Do you have any comments on the proposed scope of Eligible Services, and what services should be included or excluded from the scope? Why do you think so?

No.

2.11 Do you agree that Eligible Complaint Issues ought to be limited to issues that can be resolved through service recovery efforts, or compensated in kind or monetary terms? Why do you think so?

Yes, but subject to the terms of the contractual agreement entered into by the Consumer and the Service Provider.

2.12 What do you think are other complaint issues that should be included and / or excluded from the scope of issues that are eligible under the Scheme? Why do you think so?

Nothing to add at this stage.

2.13 Do you agree that IMDA should adopt a co-payment model so that the Scheme can be self-sustainable? Why do you think so?

Whilst a co-payment scheme does make sense. The goal of being self-sustainable from co-payments alone is going to be unlikely due to the limitations of being able to automate or scale this pre-dominately manual process. The size of the payment required to cover the person hours required to review the material, attend the dispute-resolution mediation, and make a decision based on the documents provided, is likely to be quite large when compared with the amount the Consumer is paying every month to the Service Provider.

For this reason an affordable alternative such as the Small Claims Tribunal makes more sense economically, than trying to use co-payments to fund a whole new dispute-resolution system.

2.14 What are your views on the fee ratio of 10:90 in favour of the Eligible Customers to help balance the disparity in the respective bargaining power of the Disputing Parties?

A fee ratio of 50:50 is a better sharing of the co-payments to help each party take responsibility for their involvement in the process, and to help avoid the process being used as a punitive measure towards Service Providers.

3. CONCLUSION

3.1 Whilst well-intentioned, this proposed dispute-resolution system may not be able to achieve its goals due to the economics of making it self-funding by co-payments charged to the Consumer and the Service Provider, given the monthly amount in dispute. It is a thorough process, which increases the resources involved to participate through its entirety. Unfortunately all this effort can go to waste, if the decision is not binding on both parties.

3.2 For these reasons, the Small Claims Tribunal, which is an affordable avenue to resolve disputes between the Consumer and the Service Provider, is our preferred option.