



## OFCOM'S CALL FOR INPUTS ON HELPING CONSUMERS TO ENGAGE IN COMMUNICATIONS MARKETS

### RESPONSE BY SKY

#### EXECUTIVE SUMMARY

1. We welcome the fact that Ofcom has chosen to issue a Call for Inputs on the issue of consumer engagement in the UK communications sector. We consider that there is a great deal of useful material in Ofcom's document.
2. Nevertheless, we also consider that this issue merits further research and evidence-gathering, particularly before proceeding to consider options for intervention. There are two further particular avenues that Sky considers deserve further investigation:
  - (a) achieving a better understanding of the extent to which consumers are engaged in relation to communications and TV services; and
  - (b) achieving a better understanding of the reasons for apparent non-engagement on the part of some consumers. In particular, the extent to which this is based on a conscious choice on the part of consumers and/or derives from satisfaction with their existing services and provider.
3. We also consider that it is important for Ofcom, when considering the issue of consumer engagement, to continue to bear in mind that customer engagement with their existing provider – for example, changing their service or negotiating a discount – is a significant form of consumer engagement in the sector. The Call for Inputs appears to place undue weight on switching providers as the key or only way in which consumers can engage with the sector.
4. In general, Sky is sceptical of a view that non-engagement by consumers in the UK communications sector is a significant problem. We see little evidence that this is the case in our day-to-day dealings with millions of UK consumers, and we do not consider that the Call for Inputs presents good evidence that non-engagement is a significant issue.
5. Of course, we agree that there is always room for improvement, and would support proportionate, well-targeted actions aimed at that objective.
6. Given the context described above – particularly the need for further evidence-gathering and analysis of this issue, and the need for any interventions to be proportionate and well-targeted, Sky considers the specific proposals for intervention set out in the Call for Inputs: (i) to be premature, (ii) to be unlikely to be well-targeted or proportionate, and (iii) if implemented, will place such prescriptive obligations on providers that their ability to adapt to changing customer needs will be unduly restricted. We believe that Ofcom should put these proposals to one side while it undertakes further evidence-gathering and analysis.



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### RESPONSE BY SKY

#### INTRODUCTION

1. This submission provides Sky's response to Ofcom's Call for Inputs entitled 'Helping consumers to engage in communications markets' published on 14 July 2017 ("**Call for Inputs**").<sup>1</sup> Sky is well placed to comment on the issues presented in the Call for Inputs given that, fundamentally, they are about serving consumers' interests. Sky has a strong track record in delivering first class service to consumers and engaging with them, and we put our customers at the heart of everything we do. Our commitment to first class service is reflected in outcomes such as the high 'net promoter scores' given to Sky by our customers, and the fact that Sky consistently generates significantly fewer complaints to Ofcom than its rivals across broadband, telephony and pay TV services.<sup>2</sup>
2. Sky agrees with Ofcom's stated desire in the Call for Inputs for:
 

*"consumers to be empowered to take full advantage of the choice available, to shop around with confidence, and ultimately secure the best deals for their needs".<sup>3</sup>*
3. This response comprises two sections:
  - Section 1: Sky's initial observations on Ofcom's analysis of consumer engagement; and
  - Section 2: Sky's views on the suggested interventions aimed at increasing consumer engagement set out in the Call for Inputs.
4. Sky's responses to the specific questions included in the Call for Inputs are set out in Annex 1. Annex 2 explains the information accessible via Sky's 'MySky' service.

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<sup>1</sup> All references to paragraphs, figures, annexes and footnotes are to those in the Call for Inputs unless stated otherwise.

<sup>2</sup> See, for example, the latest telecoms and pay TV complaints (Q1, January to March), Ofcom, 28 June 2017. ([https://www.ofcom.org.uk/data/assets/pdf\\_file/0010/103411/Telecoms-and-Pay-TV-Complaints-Q1-January-to-March-2017.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0010/103411/Telecoms-and-Pay-TV-Complaints-Q1-January-to-March-2017.pdf))

<sup>3</sup> Paragraph 1.1.

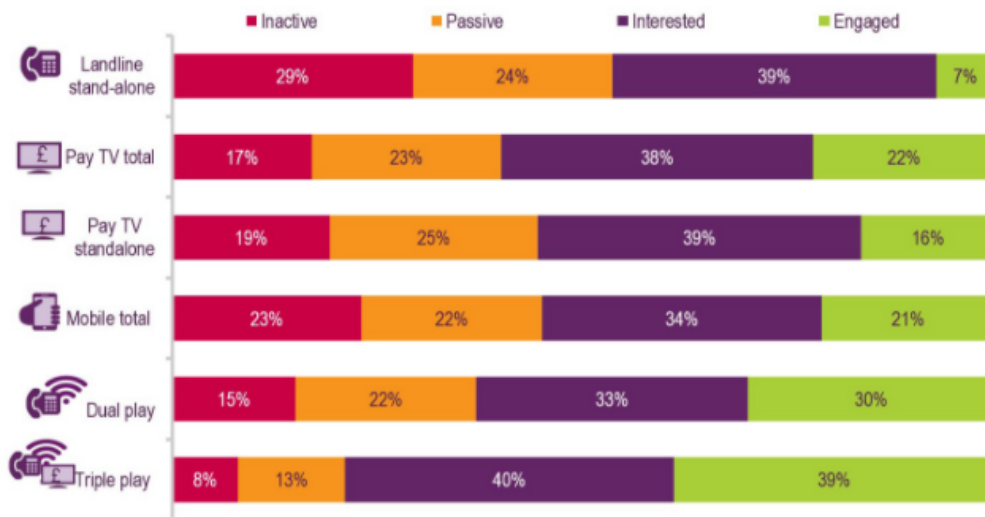
**SECTION 1: SKY'S OBSERVATIONS ON OFCOM'S ANALYSIS OF CONSUMER ENGAGEMENT**

- 1.1 This section sets out Sky's observations on Ofcom's analysis of consumer engagement in the UK communications sector.
- 1.2 We consider that the Call for Inputs provides much useful background information on, and analysis of, this issue. However – as would be expected at the Call for Inputs stage of a work programme – we consider that Ofcom should look to build on this foundation with further evidence-gathering and analysis before proceeding to consider options for intervention. In this context, we suggest a number of ways that we believe Ofcom should look to broaden and deepen its evidence-base and analysis on this issue.
- 1.3 In general, Sky is sceptical of a view that a lack of consumer engagement is a significant problem in the UK communications sector. We see little evidence that this is the case in our day-to-day dealings with millions of UK consumers.

**It is not clear from currently available evidence that consumer engagement is a problem in the communications sector**

- 1.4 One of the key propositions put forward in the Call for Inputs is that “*there is room to improve engagement levels*”<sup>4</sup> in markets for communications and pay TV services – implicitly, that engagement levels are too low. We do not believe that this proposition is based on good evidence.
- 1.5 The key figure in the Call for Inputs, which sets out Ofcom's current understanding of levels of engagement across different products, and combinations of products, is Figure 1, which is reproduced below.<sup>5</sup>

**Figure 1 of the Call for Inputs**



<sup>4</sup> Paragraph 2.10.

<sup>5</sup> We note that the absolute number of consumers in each of the service categories varies considerably. In order properly to appreciate the extent of engagement across UK consumers it would therefore be necessary to combine the percentages in the figure with data on the numbers of consumers in each category. Furthermore, a number of these categories overlap (for example, mobile telephony customers are also likely to purchase services in the other categories). This makes consideration of the extent of engagement among consumers in the general population difficult based on the information presented in Figure 1.

- 1.6 Notwithstanding the points below, the most notable feature of this chart is that levels for consumers categorised as ‘inactive’ are generally low – the exceptions being standalone landline customers, and mobile telephony customers.
- 1.7 In the case of standalone landline customers (which comprise a relatively small number of UK households), Ofcom has begun a separate programme of work focused specifically on those customers.<sup>6</sup> The scope of this programme includes potential requirement on BT to deliver “consumer information which will encourage its standalone landline customers to look for better value deals”<sup>7</sup>. A specific programme of work focusing on the attitudes and attributes of a particular group of consumers who are susceptible to harm is, in Sky’s view, a sensible approach to this issue.
- 1.8 The second highest figure is for mobile consumers (23%), but this covers both pre-pay and contract customers. We consider that it would be informative to consider these two segments separately. The data show that mobile pre-pay customers are much more likely to be inactive than mobile contract customers (33% ‘inactive’ in the case of pre-pay customers compared to 19% of contract customers<sup>8</sup>). Pre-pay allows users to easily control their usage and spend, meaning that low-level users, in particular, are less likely to have a need to engage or shop around for better deals. For these customers the effort needed to shop around and change deals or suppliers for what for them may already be a very low-cost service is unlikely to justify any savings they would make.
- 1.9 Perhaps for this reason, Ofcom focuses on the ‘passive’ and ‘interested’ categories – for example noting that “between a third and 40% of consumers are ‘interested’ – showing some current interest, but generally without consumers following through to making changes to the services they purchase”<sup>9</sup>.
- 1.10 In Sky’s view, given the description of these categories, it is open to question whether it is reasonable to describe the consumers in them as not being adequately engaged in the market. Both categories are described as covering consumers who have switched, considered switching, or negotiated with their supplier in the past, and are open to switching provider in the future. We believe that it is highly likely that significant numbers of consumers in these categories could reasonably be described as being ‘engaged’ in the market.

***Ofcom should take greater account of consumers’ engagement with their existing provider***

- 1.11 When considering consumer engagement in the communications sector it is important that Ofcom does not focus solely on engagement that leads to consumers choosing to switch provider to the exclusion of other forms of engagement. A key way in which consumers engage in the market is via dealing with their existing provider - for example, by changing their current service (upgrading or downgrading, switching to a different product altogether, or taking additional products from that provider), negotiating a discount on their existing service, or simply by sorting out issues with their existing service. Indeed, there are good reasons to believe that these forms of engagement may be of greater

<sup>6</sup> ‘Review of the market for standalone landline telephone services’, Ofcom, 28 February 2017 (<https://www.ofcom.org.uk/consultations-and-statements/category-1/review-of-landline-telephone-services>) (‘Standalone Landline Consultation’).

<sup>7</sup> Paragraph 1.25, Standalone Landline Consultation.

<sup>8</sup> Pages 163, ‘Access and Inclusion in 2016: Research Annex’, Ofcom, 15 March 2017 ([https://www.ofcom.org.uk/data/assets/pdf\\_file/0029/98615/access-inclusion-research-annex.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0029/98615/access-inclusion-research-annex.pdf)) (‘Access and Inclusion Research’).

<sup>9</sup> Paragraph 2.10.

significance than those related to switching provider. For example, Ofcom's own research shows that consumer-led changes to current services are more likely than switching with most types of service and up to three times more likely in the case of standalone pay TV.<sup>10</sup>

- 1.12 A disproportionate focus on switching reveals itself in several places in the Call for Inputs.<sup>11</sup> Indeed, the methodology used by Ofcom to measure consumer engagement gives greater weight to switching provider than dealing with existing providers: the methodology counts consumers who switched supplier in the previous two years as 'engaged', but only classifies those who negotiated with their provider in the previous year as being engaged.<sup>12</sup>
- 1.13 In the specific case of pay TV services, it is also necessary to bear in mind that consumers have an alternative of relying on free to air television (together with a variety of non-subscription pay TV services, and/or DVDs). Accordingly, consumers' propensity to *cancel* their pay TV subscriptions, or to consider doing so, should be taken into account when measuring consumer engagement in relation to these types of services. In this respect, Sky also considers that OTT-delivered SVOD services – particularly those of Netflix and Amazon – are now sufficiently well-established in the UK that they should now routinely be considered along-side 'traditional' pay TV services when Ofcom considers issues concerning pay TV services.<sup>13</sup>

***Further research on customer segments and motivations would be beneficial***

- 1.14 The categorisation of consumer engagement used by Ofcom in the Call for Inputs is based on very broad definitions. The reality is that the groups described by Ofcom – such as 'passive' consumers – are unlikely to be homogeneous. We believe that it would be useful for Ofcom to conduct further consumer research that aims to achieve a more granular understanding of different segments, in terms of their attitudes and motivations in relation to engagement in the market. We consider that this would assist considerably in better policy making in this area.
- 1.15 The value of more a more granular appreciation of consumer segments is demonstrated by recent work undertaken for Ofcom in the context of its standalone landline workstream. A key finding from this research is that different sub-groups of consumers – in this case those who have a landline, but no fixed broadband (landline-only), and those who buy standalone landline and a separate package including broadband (split purchasers) – have very different characteristics and attitudes and that *"any communications strategy needs to approach the two core audiences as very different entities"*<sup>14</sup>.
- 1.16 This detailed research on a specific group of consumers indicates that a detailed understanding of the attitudes and attributes of specific segments within a broad group of consumers is needed before any conclusions can be drawn on whether a lack of

<sup>10</sup> Page 149, Access and Inclusion Research.

<sup>11</sup> For example, at paragraph 2.7 Ofcom says: *"while the first stage is explicitly about the consumer starting to 'engage', we consider all stages up to the final act of switching are relevant, in that barriers may arise at later stages which ultimately frustrate the consumer's progress through this journey (and may make them unwilling to 'engage' again in future)"* (emphasis added). Likewise, the section headed "Other issues" (paragraphs 2.16-2.17) considers only the extent to which these issues *"could make it harder for consumers to switch their services"*.

<sup>12</sup> Footnote 18, page 144, Access and Inclusion Research.

<sup>13</sup> For example, Netflix now has more pay TV subscribers in the UK than Virgin Media, BT or TalkTalk.

<sup>14</sup> Section 1.2, 'Enriching understanding of Standalone Voice Customers: Research Report', Optimisa Research, July 2017 ([https://www.ofcom.org.uk/data/assets/pdf\\_file/0016/105307/Enriching-understanding-of-Standalone-Voice-Customers.pdf?utm\\_source=updates&utm\\_medium=email&utm\\_campaign=1stTuesAug2017](https://www.ofcom.org.uk/data/assets/pdf_file/0016/105307/Enriching-understanding-of-Standalone-Voice-Customers.pdf?utm_source=updates&utm_medium=email&utm_campaign=1stTuesAug2017)) ('Standalone Voice Research').

engagement is causing those consumers harm and how any such harm could be addressed.

- 1.17 Sky also considers that understanding the extent to which ‘passivity’ or ‘non-engagement’ is a choice on the part of some consumers should be a key element of further work undertaken by Ofcom.
- 1.18 It seems likely that there is a significant group of consumers who could be described as ‘consciously disengaged’. Too narrow a focus on communications and pay TV services gives rise to a risk of exaggerating the time and effort that people are willing to devote to choices of provider and the services available from different providers for these services. People lead busy lives, with many other more important things to deal with than searching for a new deal, a new provider for telephony or a different type of service from their existing provider – even if they could save money by doing so. Such people are likely to be entirely unresponsive to attempts (by Ofcom or anyone else) to make them more ‘engaged’ in the market.
- 1.19 Similarly, many people may choose not to devote time and effort to considering alternative options because they are entirely satisfied with their existing services, and the prices they pay for them, even if it could be shown that they may be better off changing to a different package, tariff or provider. In a sense, such people make a ‘satisficing’ choice, implicitly taking the view that the time, effort and hassle needed to discover potential alternatives to their current service (which fully meets their needs) is not worth any potential gain to them.
- 1.20 A key part of Ofcom’s planned further research on this issue should be to gather a comprehensive understanding of the factors that influence consumer’s decisions to engage or not engage with markets. Ofcom’s further research should focus on understanding how these consumers feel about their existing products and services and the full range of reasons why some consumers do not engage.

***Further work on SME engagement would be beneficial***

- 1.21 Ofcom says that “we consider, as a starting point, that our work should include SMEs.”<sup>15</sup> To the extent this means that Ofcom will seek better to understand the engagement levels and drivers of SME customers, Sky agrees with this approach. However, we note that evidence cited in the Call for Inputs does not relate to SMEs and, accordingly, it would be premature for Ofcom to believe that it is necessary or appropriate to extend any proposed market interventions to SMEs.

***Ofcom’s further research should seek to understand opportunities around digital engagement***

- 1.22 Online accounts and other digital tools are the ideal means for giving consumers detailed, accurate and real time information about their products and services. Sky would encourage Ofcom to work with suppliers so it can better understand what they are already doing to inform their customers and prompt engagement. This too is an opportunity to discuss what enhancements could be made to address any specific instances of consumer harm that could be reduced by those means.
- 1.23 Sky also encourages Ofcom, as part of its further evidence-gathering, to seek to better understand through discussions with consumers and suppliers whether consumers are

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<sup>15</sup> Paragraph 2.22.

making use of the information already provided by providers in online accounts, what steps could be taken to prompt consumers to access information in this way and what barriers may be preventing them from doing so.

- 1.24 Sky invests heavily in providing useful information to consumers in simple and easy to understand formats. Sky works hard to empower its customers through the availability of “My Sky” which is our destination for customers to manage their package, gauge their usage, monitor their spending and see what offers are available. This is supplemented by innovative online tools such as the MySky smartphone and tablet app and Sky’s interactive TV platform that provide customers with further flexibility around how and when they engage with Sky.
- 1.25 Sky gets an average of 3% to the My Sky section of Sky.com. To put this into context, that is about 1%. The My Sky App was only launched in February 2017. Every customer who downloads it can use it to enrol in Sky’s new loyalty programme “Sky VIP” and redeem benefits for being a Sky customer. This linkage between account management and loyalty benefits encourages customers to consider the value and benefits of their existing package and is an example of some of the innovative approaches that providers are already taking to prompt customer engagement.
- 1.26 We acknowledge that online information and tools will not meet the needs of all customer segments (e.g., landline-only customers and other segments that may be unable to easily access online tools). Alternatives are needed for some segments. Nevertheless, given the ease of use and ubiquity of methods of digital communication today, we would encourage Ofcom to ensure that proper consideration is given to these ways that consumers and companies can interact with each other in its analysis.

***Consumer engagement more generally***

- 1.27 The core of Ofcom’s approach in the Call for Inputs is propositions that (i) there are significant numbers of consumers who are not adequately ‘engaged’ in relation to communications and pay TV services, and (ii) greater ‘engagement’ on the part of those consumers would improve market outcomes – either for those consumers in particular, or more generally (e.g., by encouraging providers to be more responsive to all customers).
- 1.28 On the first of these issues, as set out above, we believe that Ofcom currently underestimates the extent of consumer engagement in the sector.
- 1.29 On the second issue, it is important to bear in mind that both theory and day-to-day experience indicate that markets do not need all consumers – or even most consumers – to be ‘engaged’ to operate effectively. Typically, non-engaged consumers benefit from the efforts and actions of more engaged consumers – for example, by encouraging providers to improve the quality and variety of their products and services. For this reason, we consider that it is important not to lose sight of the fact that consumer engagement is a means to an end, rather than an end in itself, and accordingly not to accord the objective of increasing consumer engagement across the board an undue level of importance. This is particularly important given the reality that many people are likely not to want to spend significant amounts of time being ‘engaged’ in relation to communications and pay TV services.

**SECTION 2: SUGGESTED INTERVENTIONS PUT FORWARD BY OFCOM**

- 2.1 This section sets out Sky’s views on Ofcom’s suggested potential interventions aimed at increasing consumer engagement in the sector.

- 2.2 At the outset, we note that, whilst we appreciate that the current exercise is a Call for Inputs, we consider that suggestions about potential interventions are premature. As set out in Section 1, above, we consider that Ofcom should conduct further research and analysis before considering moving to proposals for intervention aimed at increasing levels of consumer engagement. Such further research and analysis is likely significantly to improve the targeting of proposals addressed to this objective.
- 2.3 Any interventions by Ofcom need to satisfy the usual test of being necessary and proportionate – which includes the need for them to be effective solutions to identified problems. In Sky’s view, the suggested interventions set out in the Call for Inputs are unlikely to meet these requirements. In general, given the facts that (a) evidence suggests a reasonably high level of engagement by consumers in the UK communications sector, and (b) Ofcom’s objective is a degree of ‘improvement’ in engagement levels (rather than remedying any fundamental and significant problem with consumer engagement), we consider that any proposed interventions should be carefully targeted, ‘light touch’ and inexpensive to implement. Sky is supportive of such measures – indeed, we consider that, as discussed in Section 1, above, much of how we interact with our customers supports their effective engagement.
- 2.4 Furthermore, the suggestions for intervention, if implemented in the way they are described in the Call for Inputs, are highly prescriptive and would apply very broadly. Sky believes that providers themselves are best placed to identify solutions which help their customers, and we don’t believe that it is in our customers’ best interests to set prescriptive requirements which could restrict Sky from continually developing and improving its procedures in response to customers’ feedback. We assume that it is not Ofcom’s intention to inhibit provider innovation and therefore urge Ofcom to evaluate any proposals with a view to best preserving providers’ ability and incentives to innovate in methods and approaches to consumer engagement.

**‘Knowing when to look for better offers’**

- 2.5 Ofcom’s cites data showing that 87% of landline-only consumers, 78% of pay TV-only consumers, 42% of dual play consumers and 43% of triple play consumers are outside their minimum term.<sup>16</sup> Ofcom also cites evidence that, at least in the case of some of these groups, consumers who do not switch or otherwise engage with their provider after their minimum term ends typically pay more than those who do.<sup>17</sup> Ofcom says that its research suggests that this may be partly due to consumers not always knowing the status of their contract.<sup>18</sup> Ofcom also focuses on the fact that in the mobile market cheaper tariffs are typically available at the end of the contract as the contract tariff often includes payment for a handset that may continue by default after the minimum contract period ends.<sup>19</sup> Ofcom recognises this as a “*distinctive feature*” of mobile service provision.<sup>20</sup>
- 2.6 Ofcom then identifies end of contract reminders and prompts as a way of potentially improving engagement levels – specifically:
- (a) an end of contract notification where the provider proactively informs consumers when they are approaching or are at the end of their contract; and

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<sup>16</sup> Paragraph 3.6.

<sup>17</sup> Paragraph 3.7.

<sup>18</sup> Paragraph 3.8.

<sup>19</sup> Paragraph 3.9.

<sup>20</sup> *Ibid.*



- (b) notifications or additional prompts at regular intervals (perhaps annually) for consumers whose contracts have already expired and who are taking services on a 'roll over' basis.

**Ofcom has not shown a need for end of contract notifications and additional prompts across communications and pay TV contracts**

- 2.7 Ofcom has not explained what specific consumer benefits it expects to realise if end of contract notifications are required for every type of communications or pay TV contract.
- 2.8 Ofcom estimates that one million mobile customers may be overpaying by around £130 million a year by not making a choice to upgrade or spin down to a SIM-only deal, either with a new minimum term or on a rolling basis, when their handset has been paid off.<sup>21</sup> This is a specific issue affecting a limited number of mobile providers who charge a combined price for SIM and handsets resulting in some consumers continuing to be charged for handsets for longer than they would have been with providers who charge them separately. However, Ofcom provides no evidence of consumer harm when customers continue other types of contract (e.g. broadband, landline, pay TV and mobile SIM-only) on a 'roll over' basis after the expiry of the initial minimum contract period.
- 2.9 Sky's view is that end of contract notifications are more likely to be important for consumers when the contract end date is a critical trigger for consumer engagement and it is obviously in the consumer's interests to engage at that point.
- 2.10 For example, Ofcom refers to end of contract prompts in other markets, such as car and home insurance, where consumers are reminded their cover needs to be renewed.<sup>22</sup> We agree that these are examples of markets where the end of contract is a critical trigger for consumer engagement. However, these markets are not comparable to communications and pay TV. In the insurance market, the contract prompt is needed to inform the customer that either:
  - (a) their contract will come to an end and they need to take action to avoid losing cover which could result in them committing a criminal offence such as driving without insurance; or
  - (b) their contract will automatically renew and the premium that applies for the renewal period. This is properly characterised as a contract renewal notice.<sup>23</sup>
- 2.11 Communications and pay TV contracts are not at all like insurance contracts. In Sky's experience, the most important trigger for consumer engagement is the end of an offer, not the end of a contract. The dates of each often differ because offer lengths are not necessarily the same as contract lengths (e.g., the offer may be longer or shorter than the minimum contract period).
- 2.12 This means that, in many cases, the only thing that changes at the end of the communications or pay TV contract is that the customer is free from that point to leave

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<sup>21</sup> *Ibid.*

<sup>22</sup> Paragraph 3.10.

<sup>23</sup> The CMA's view is that a reminder notice is required in this specific scenario for fairness reasons. See paragraph 5.19.3, 'Unfair contract terms guidance: Guidance on the unfair terms provisions in the Consumer Rights Act 2015', CMA, 31 July 2015 ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/450440/Unfair\\_Terms\\_Main\\_Guidance.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/450440/Unfair_Terms_Main_Guidance.pdf)). We note also that automatically renewable contracts are banned in communications markets under General Condition 9.3(a).

their service with no early termination charges payable. The price the customer pays immediately before and immediately after the end of the minimum term and the products and services being paid for do not change, and there is not necessarily a cheaper deal that the customer can move to.

- 2.13 Ofcom refers to its research that shows that in-contract dual play customers spend about 13% less than out-of-contract dual play customers, and in-contract standalone pay TV customers pay about a quarter less than those who are out of contract.<sup>24</sup> However, Ofcom has not shown that these differences represent a failure by out-of-contract consumers to engage when it is obviously in their interests to do so.
- 2.14 In most cases to secure a discount for a period the customer would need to enter into a new minimum term. Customers who choose not to do so may simply be making a deliberate choice to remain out of contract in order to maintain flexibility and the ability to trade up and down at a time that is convenient to them.
- 2.15 For pay TV customers in particular, some content (such as sports content) is seasonal in nature which means that, for customers who value that content, the flexibility to trade up and down may be particularly important. The fact that different consumers pay different prices and make different choices on the trade-off between price and flexibility points to a market that provides customers with a broad range of choice and is working well.
- 2.16 This is not evidence of a lack of engagement. It may equally reflect conscious choices being made by consumers about a contractual status works for them. As explained further in Section 1 above, Ofcom needs to develop a deeper understanding of the factors at play in driving consumer engagement and decision-making. How consumers regard and respond to the end of a contract period is an example of this. It is too early in Ofcom's analysis for it to assume that there are consumer harms that need to be addressed.

***Ofcom should carefully consider the risk of negative consumer impacts***

- 2.17 As Ofcom seeks to understand this area further it needs to be mindful of the risk of any potential negative consumer impacts that end of contract notifications (or subsequent periodic prompts) may give rise to. For example:
- (a) a prescribed notice about a contract end date for a specific service may confuse customers who take other services from the same provider that are not out of contract. It would be better for consumers to find information about the contractual status of each service in one place, such as via an online account.
  - (b) notices at prescribed intervals may mean consumers receive frequent letters, emails or SMSs about different services containing information that, by Ofcom's own research<sup>25</sup>, a significant proportion of consumers already know. This may cause annoyance for consumers and have the opposite effect from what Ofcom intends by leading to more consumers simply ignoring service communications from their providers.

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<sup>24</sup> Paragraph 3.7.

<sup>25</sup> Ofcom, End of Contract Notification: Presentation of Research Results, October 2015: [https://www.ofcom.org.uk/data/assets/pdf\\_file/0024/74715/end-of-contract-notification-research.pdf](https://www.ofcom.org.uk/data/assets/pdf_file/0024/74715/end-of-contract-notification-research.pdf) ('End of Contract Research')

**Further research by Ofcom**

- 2.18 Finally, on end of contract notifications, Sky has an observation about the end of contract research cited by Ofcom in the Call for Inputs and a suggestion for useful avenue for further research.
- 2.19 The end of contract research concludes that *“knowledge of contract end dates is low in Dual play, Triple play and Pay TV service categories”*<sup>26</sup>. However, this research is based on spontaneous recall by consumers in response to a specific question about dates that it may be unrealistic to expect consumers to be able to answer accurately in the consumer research context.<sup>27</sup> Whether or not customers would know how to find out about contract information when it matters to them is a more reliable metric than whether customers can recall that information at a time when it may not matter (e.g., when responding to a research questionnaire).
- 2.20 Sky suggests that further research by Ofcom could assess whether customers know how to find out about their contract end dates (other than by calling their provider directly) if that information is of interest to them. Ofcom’s existing research shows that only 16% of mobile consumers, 10% of dual play consumers, 12% of triple play consumers and 5% of pay TV consumers, who are unsure of the exact date their contract ends, say they would access their online account to find out when their contract ends.<sup>28</sup> However, consumers say they are more likely to be satisfied by finding out this way than by other methods.<sup>29</sup> This suggests that online accounts may be being under-used by consumers but highly valued by those who do choose to use them. This would be a useful area for further research by Ofcom.

**‘Finding the right offers to meet needs’**

- 2.21 Ofcom’s view is that when consumers choose to shop around they may not understand their own needs or they may have difficulty navigating the information available.<sup>30</sup> Ofcom explains the reason for this as complexity and potential confusion when trading off product features, price and quality of service, combined with the fact that a consumer’s needs invariably depend on their individual circumstances.<sup>31</sup>
- 2.22 Ofcom sets out three ideas designed to help consumers that are having difficulty finding the right offer to meet their needs:
- (a) providing consumers with data on their current services and their usage in a standard form to enable them to more easily assess what offers available would meet their needs;
  - (b) providing consumers with information about the tools or services available to help them understand and navigate the market, such as price comparison sites. Ofcom thinks that information provided in a standard form (under (a) above) would help consumers when using those sites; and

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<sup>26</sup> Slide 4, End of Contract Research.

<sup>27</sup> Question C4, End of Contract Research (*‘How much longer do you have left on your latest/current contract for [mobile phone/bundle of services/Pay TV] from [provider] – that is, when does your current contract run out?’*).

<sup>28</sup> Slide 20, End of Contract Research.

<sup>29</sup> Slide 23, End of Contract Research.

<sup>30</sup> Paragraph 3.14.

<sup>31</sup> Paragraphs 3.15-3.16.

- (c) providing consumers with easily comparable information at point of sale, such as the average price of the core elements of a service over the contract period or other standard cost comparison measures.

2.23 Sky's initial views on each of these are discussed below.

***Idea (i) - Data on current services and usage in a standard format***

2.24 In its Call for Inputs the types of information that Ofcom envisages being provided are mainly usage, spend and product information tailored to the specific services in question.

Sky already makes available extensive information that closely mirrors what Ofcom thinks should be provided

2.25 Sky agrees that consumers should have the tools at their disposal to help make informed choices. Providers like Sky already make extensive information about current usage, spend and product features available to their customers in an easily accessible format. Examples of the information that Sky provides its customers is shown in Annex 1 and is summarised below.

2.26 For Sky TV:

- (a) the channel package(s) received;
- (b) equipment supplied; and
- (c) bills for the past 12 months and estimated bills for the next 3 months. Bills include a separate line item for pay-per-view spending.

2.27 For Sky Broadband and Talk:

- (a) broadband speed information updated every 24 hours;
- (b) broadband data allowance (including the amount used and the period remaining);
- (c) telephony package and inclusive allowances;
- (d) bills for the past 12 months and estimated bills for the next 3 months. Bills include non-inclusive call spend; and
- (e) additional package features that are enabled such as Sky Talk Shield, Sky Broadband Shield, caller display, call barring, and voicemail 1571.

2.28 For Sky Mobile:

- (a) data allowance and remaining data for the month;
- (b) call allowances and information regarding non-inclusive calls and roaming;
- (c) unused data for each month, the aggregate amount of unused data stored in the customer's "Sky Piggybank" and any data the customer has redeemed from it; and
- (d) bills for the past 12 months and the estimated bills for the next month. Bills include non-inclusive call spend.

- 2.29 The information Sky provides closely matches the types of information and data on services and personal usage that Ofcom considers customers need to effectively engage and choose the right deal. Other suppliers provide similar sorts of information. This shows that suppliers are already responding to consumer needs by enabling them to understand and compare their usage of communications and pay TV services.

Online accounts and tools are the best way of providing information and enabling information to be generated in a standard form

- 2.30 As explained in Section 1, Sky considers that online accounts are the best means of providing customers with detailed information, including usage, spend and product information.

- 2.31 Where information in a standard format would be useful for consumers (discussed further below), Sky believes this should be made available via an online tool that customers can use when they want the information, not by a prescribed form of statement delivered periodically. The reason for this is that consumers may choose to engage with the market at any time so periodic statements are likely to be out-of-date by the time the information is needed, whereas generating a summary online will ensure that the most up-to-date service and usage information is provided.

Any additional requirement on broadband speeds information should be considered as part of Ofcom's broader work on broadband speeds

- 2.32 Ofcom has suggested that suppliers provide broadband customers with information about the "average speed of their current connection"<sup>32</sup>. As Ofcom is well aware, the issue of broadband speeds is a complex one with inherent technical limitations, and with some suppliers reliant on information provided by third parties such as Openreach. If Ofcom is minded to consider additional requirements relating to transparency of broadband speeds information, it should do so as part of its broader programme of work relating to broadband speeds and not as part of its work on consumer engagement.

***Idea (ii) - Information on tools to help navigate the market***

- 2.33 Today, consumers are more empowered to take decisions in relation to choice of supplier, and switching among them, than ever before. There is a multiplicity of sources of trusted information and tools readily available to them. This includes:

- (a) the views of friends and family, which remains a significant source of trusted information;
- (b) Ofcom;
- (c) newspaper columns and websites, such as The Telegraph's 'Household Savings' section;
- (d) online specialist comparison sites (such as uswitch.com, broadbandchoices.com, broadband.co.uk, MoneySavingExpert.com and Moneysupermarket.com);
- (e) online forums, such as those operated by Digital Spy; and
- (f) consumer organisations, such as Which?

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<sup>32</sup> Paragraph 3.20.

2.34 Any measures designed to provide consumers with information about the tools or services available to help them understand and navigate the market needs to be considered in the context of the plethora of readily available sources of reliable, clear and trusted information available to consumers at this point in time.

Prompts need to be targeted correctly

2.35 If Ofcom wants to prompt consumers to use them, it should further consider the most appropriate way to do so, being mindful of the risk of information overload for consumers.

2.36 For example, a key finding from Ofcom’s recent research on engagement levels of standalone landline customers is that these customers are the most dependent on others to guide decision making about home services.<sup>33</sup> Any engagement strategy that Ofcom develops therefore must take account of ‘proxy’ decision makers who are an important source of trusted information for many, particularly older consumers.

2.37 Likewise, if prompts to use third party services like price comparison sites come from the existing supplier, consumers may be less trusting and believe that the supplier has a commercial arrangement with the third party for promotion of the supplier’s products and services. Prompts that are more likely to be perceived by consumers as neutral may be more effective.

A standard cost comparison measure should recognise that there are significant differences between competing products

2.38 Standard cost comparison measures designed to help consumers compare different offers from different suppliers need to account for the fact that the comparison is not between identical products. Unlike in the case of utilities like water, gas and electricity, the communications and pay TV sectors are characterised by high levels of product differentiation and suppliers who compete strongly on product features, not just price, to give them a competitive edge.

2.39 These high levels of product differentiation manifest themselves in a myriad of ways and a snapshot of the features that suppliers choose to focus their marketing efforts on shows this. Features include:

- (a) faster broadband (e.g., Virgin Media offers higher headline broadband speeds compared to providers like BT, Sky and TalkTalk who provide services over the Openreach network);
- (b) exclusive TV content (e.g., shows like Game of Thrones on Sky and NOW TV);
- (c) faster mobile data speeds (e.g. EE claims to offer the fastest 4G UK data speed);
- (d) innovative pricing and packaging (e.g., discounted BT Sport pricing for BT Broadband customers and Sky Mobile which allows customers to store unused data in a Sky Piggybank to use when needed);
- (e) innovative ways to watch TV (e.g., Sky with its Sky Q service and Virgin Media with its Virgin TV V6 box); and

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<sup>33</sup> Section 1.2, Standalone Voice Research.

- (f) content bundling and zero-rated content usage with mobile data services (e.g., Vodafone offers free subscriptions to Spotify or NOW TV with certain data plans and Three offers zero rated streaming for a range of content services under its 'Go Binge' proposition).
- 2.40 The reality is that communications and pay TV markets are highly complex with high levels of product differentiation. These features provide consumers with broad choices but inevitably make it harder for consumers to compare those choices. These features point broadly to two aspects of engagement that Ofcom needs to bear in mind. First, Ofcom must ensure that any intervention does not risk only partially informed consumers. Complex products should not be shoehorned into a standard cost comparison measure and over-simplified when, as Ofcom acknowledges, cost is only one of several factors that influence consumer choices.<sup>34</sup>
- 2.41 Second, Ofcom should not begin from a position that assumes consumers cannot handle complexity. In the modern world, complexity is rife, and yet consumers demonstrate every day that they are able to deal with it, whether buying a car, mastering use of a smartphone, or arranging a holiday. Assessing market options and acting on that assessment may be a complex task for some, but complexity is not, of itself, an indicator of consumer harm.
- Idea (iii) - Easily comparable information at point of sale including average price information***
- 2.42 In addition to the point made above that a standard cost comparison model is likely to ignore material product differences, Sky also urges Ofcom to evaluate the real world risk of information overload for consumers if they are required to be given an additional price at point of sale – particularly in the case of sales concluded by phone or messaging when using a device with a small screen.
- 2.43 Consumers are already given significant amounts of information and specific figures at point of sale including:
- (a) monthly subscription charges for each product;
  - (b) upfront charges for installation and activation;
  - (c) minimum term lengths;
  - (d) inclusive call allowances;
  - (e) data caps;
  - (f) number of TV channels; and
  - (g) various broadband speed measures.
- 2.44 This information is material information that enables consumers to make informed transactional decisions about offers presented to them. Sky does not believe that average price information falls within this category, for three reasons.

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<sup>34</sup> Paragraphs 3.15-3.16. Customer service is also a key differentiating factor which whilst not acknowledged in the Call for Inputs is recognised by Ofcom in its other areas of work, e.g. published data on Telecoms and pay TV complaints.

- 2.45 First, the average price is not the price the customer in fact is required to pay month to month.
- 2.46 Second, if average price information is important to a particular consumer it is straightforward for them to work it out from the pricing information that is provided by the supplier at point of sale or in marketing.
- 2.47 Third, providing additional price points increases the likelihood of consumer confusion, particularly in circumstances where a lot of other information (including information mandated by law) is provided.
- 2.48 Consider the example of a 12 month contract where the standard ongoing price is £20 a month and the customer has an introductory offer of £10 a month for the first 6 months. In this example the customer can easily work out that the average price over the 12 month contract is £15, whereas with Ofcom's proposal the provider would need to highlight three separate price points at point of sale for a single product - £10 a month for the first 6 months, £20 a month thereafter, and £15 a month being the average price over the minimum term. In the vast majority of cases, consumers are unlikely to be more informed than they would otherwise have been by having this extra piece of pricing information.
- 2.49 For these reasons Sky does not think that providing average price information is likely to improve consumer engagement.

#### **'Ease of leaving your current service'**

- 2.50 Ofcom's view is that consumers who take more than one service from the same provider may be impeded from switching due to non-coterminous contracts (e.g., contracts with different minimum contract lengths or expiry dates).<sup>35</sup>
- 2.51 Ofcom gives the example of an 18 month line rental contract and a 12 month broadband contract where a discounted broadband price is dependent on the consumer taking landline rental from the same provider.<sup>36</sup> Ofcom points out that at the end of the shorter contract the consumer may be unable to switch both services to a new provider without incurring an early termination charge to end the longer contract.
- 2.52 Ofcom's initial thinking is that consumers with non-coterminous contract end dates for different services in a bundle could better engage with communications markets "*where they understand and can manage the contract exit terms they are subject to*".<sup>37</sup> Ofcom explains this further as potentially comprising two elements: (i) the provision of clearer information to consumers when entering or amending contracts; or (ii) ensuring that all elements of a bundle are subject to the same contract end date, including where consumers add, subtract or change service elements from their bundle during the course of the contract.
- 2.53 Sky's views on extra information about contract end dates are set out above. The remainder of this section discusses Ofcom's suggestion that suppliers could be required to align contract end dates.

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<sup>35</sup> Paragraph 3.23.

<sup>36</sup> *Ibid.*

<sup>37</sup> Paragraph 3.30.



Ofcom's 12/18 month contract example and related research do not suggest any obvious consumer harm that needs addressing

- 2.54 Ofcom characterises the 12/18 month contract example as a situation that creates an impediment to switching. Sky disagrees with this description. The fact is that the non-coterminous nature of the arrangement would have been freely entered into by the consumer and the broadband discount the customer enjoyed may not have been available with a 12 month line rental contract.<sup>38</sup> Consumers enjoy considerable advantages from innovative and varied pricing and packaging offers in the pay TV and communications sectors. This is an important feature of highly competitive markets characterised by high levels of switching. It is not an impediment to switching.
- 2.55 Furthermore, Ofcom's current evidence on this "barrier" highlights that only 6% of dual play or triple play bundle customers have different contractual periods for the services in their package.<sup>39</sup> This is very small proportion of consumers from a group who are already more likely to be 'interested' or 'engaged' than customers who take services on a standalone basis.<sup>40</sup>

Aligning contract end dates would be bad for consumers and unworkable in practice

- 2.56 Sky opposes any suggestion that contracts should be aligned for four reasons.
- 2.57 First, in the context of a Call for Inputs about consumer engagement, the premise underpinning the suggestion is illogical. A consumer who is adding, subtracting or changing service elements is, by definition, engaged with communications markets and is neither 'inactive' nor 'passive'.
- 2.58 Second, alignment may result in consumers having to agree longer minimum terms in aggregate.
- 2.59 For example, if a customer has only one month of a pay TV contract remaining when they add broadband, a requirement to align contract end dates would mean either a one month minimum term for the broadband service or an extension of the pay TV minimum term to match the minimum term for broadband. In the first case, this would harm the supplier by giving it no certainty that it could recover its upfront costs before the consumer was free to end the contract.<sup>41</sup> In the second case, this would mean a pay TV contract extension simply due to the fact that the customer chose to take broadband from the same provider. Such an extension may be appropriate if it is in exchange for some particular benefit (e.g. a price discount), but it is not appropriate as a default rule and would be at odds with Ofcom's own guidance on the fairness of subsequent minimum terms.<sup>42</sup>

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<sup>38</sup> Sky notes that the supplier may have been required to offer a 12 month line rental contract as an alternative under General Condition 9.5.

<sup>39</sup> Paragraph 3.27.

<sup>40</sup> Figure 1.

<sup>41</sup> Alternatively the customer could be required to pay a higher upfront fee, but this may reduce options for some consumers.

<sup>42</sup> Figure 1.1, 'Ofcom review of additional charges including non-direct debit charges and early termination charges', Ofcom, 19 December 2008 ("*[Subsequent minimum contract period] terms may be fair where the costs incurred by the supplier and the benefits to the consumer in relation to the subsequent contract are commensurate with the subsequent [minimum contract period]*").

- 2.60 Third, different minimum term lengths reflect the different upfront investments for different types of service and the options suppliers use to smooth cost recovery without imposing high upfront charges on consumers.
- 2.61 For example, consider the costs associated with the provision of a pay TV service compared to a SIM-only mobile service. ✂ Requiring alignment for different services will lead to either longer minimum terms for “cheap to provision” services or higher subscription and upfront charges for “expensive to provision” services.
- 2.62 Fourth, although alignment may make some sense for services that are dependent on one another (and therefore are more likely to be bought together), there is no logic for alignment where there is no dependency.
- 2.63 Sky’s TV, broadband and mobile services can each be bought on a standalone basis or together. They are provided under separate contracts, with different provisioning requirements and timescales and different triggers for the start of the minimum term. Alignment would not only pose significant operational challenges (including changes to multiple systems, including legacy systems, and the inter-linkages between those systems<sup>43</sup>), but it would mean different price and service propositions may need to be developed for (i) customers who buy a single standalone service, and (ii) customers who buy more than one service. This distinction would add price and service complexity and may actually increase difficulties for those who struggle to navigate the market. This is precisely the opposite of what Ofcom intends.<sup>44</sup>

**Sky**

**September 2017**

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<sup>43</sup> This type of complexity was acknowledged by Ofcom in its recent decision on cross-platform switching. Paragraph 3.17, ‘Ofcom’s decision on switching landline, broadband and/or pay TV between different platforms’, Ofcom, 14 July 2017.

<sup>44</sup> Ofcom says elsewhere in the Call for Inputs that “*an increasing range of tariff and tariff permutations*” may make it difficult for some consumers to navigate the market and they may disengage as a result (paragraph 2.13).

**OFCOM'S CALL FOR INPUTS ON HELPING CONSUMERS TO ENGAGE IN COMMUNICATIONS  
MARKETS**

**TABLE OF ANNEXES**

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## ANNEX 1: SKY'S RESPONSE TO OFCOM'S SPECIFIC QUESTIONS

### **Question 1: Do you agree that we should include SMEs in the scope of our work?**

A1.1 Evidence cited in the Call for Inputs does not relate to SMEs and, accordingly, it would be premature for Ofcom to believe that it is necessary or appropriate to extend any proposed market interventions to SMEs.

### **Question 2: What are your views on whether consumers not knowing when to engage is a barrier to their engagement? What impact do you think this has on them and to competition in the various communications markets? Please provide evidence supporting your views, including any research you have conducted or have access to.**

A1.2 On this issue, except for a specific issue affecting a limited number of mobile providers who charge a combined price for SIM and handsets, Ofcom has not produced evidence of consumer harm when customers continue their communications or pay TV contract on a 'roll over' basis after the expiry of the initial minimum contract period. Nor has Ofcom explained what specific consumer benefits it expects to realise if end of contract notifications are required for these contracts. Therefore Sky believes it is premature for Ofcom to assume that not knowing when to engage is a barrier to consumer engagement.

A1.3 Please also refer to paragraphs 2.7 - 2.8 of this response.

### **Question 3: What are your views on the suggested possible solutions to help address consumers not knowing when to engage? What could be their positive or negative effects? What other possible solutions might there be?**

A1.4 Sky considers that Ofcom should look to build on the useful background information and analysis in the Call for Inputs with further evidence-gathering and analysis before proceeding to consider options for intervention.

A1.5 Sky's view is that end of contract notifications are more likely to be important for consumers when the contract end date is a critical trigger for consumer engagement and it is obviously in the consumer's interests to engage at that point. This is clearly the case with car and home insurance contracts, but has not been shown to be the case for communications and pay TV contracts.

A1.6 Please also refer to paragraphs 2.9 - 2.20 of this response.

### **Question 4: What are your views on whether consumers not understanding their own needs, or having difficulties navigating available information, is a barrier to their engagement? What impact do you think this has on them and on competition in the various communications markets? Please provide evidence supporting your views, including any research you have conducted or have access to.**

A1.7 Sky considers that Ofcom should conduct further research and analysis to identify barriers before considering moving to proposals for intervention. Please refer to Section 1 of this response for Sky's suggestions about areas of further research.

**Question 5: What are your views on the suggested possible solutions to help consumers understand their own needs, and navigate available information? What could be their positive or negative effects? What other possible solutions might there be, and what might be their effects?**

- A1.8 Sky considers that Ofcom should look to build on the useful background information and analysis in the Call for Inputs with further evidence-gathering and analysis before proceeding to consider options for intervention.
- A1.9 Sky considers that online tools are the best means of providing a very large majority of customers with detailed and up-to-date information, including usage, spend and product information. When considering these issues Ofcom should take the opportunity to discuss with suppliers what enhancements could be made to existing online tools made available by providers to address any specific instances of consumer harm that could be reduced by those means.
- A1.10 With regards to standard cost comparison measures, these would need to account for the fact that comparisons between communications and pay TV products are not between identical products. Unlike some markets, such as water, gas and electricity, the communications and pay TV markets are characterised by high levels of product differentiation. Ofcom should therefore be mindful that any standardised information risks only partially informed consumers. Sky also urges Ofcom to not begin from a position that assumes that product differentiation and complexity is an indicator of consumer harm or something that consumers are unable to cope with.
- A1.11 Finally, Sky also urges Ofcom to evaluate the real world risk of information overload for consumers if they are required to be given additional information at point of sale – particularly in the case of sales concluded by phone.
- A1.12 Please also refer to paragraphs 2.24 – 2.49 of this response.

**Question 6: What are your views on whether these (or other) particular contract terms and conditions, or industry practices, are a barrier to consumer engagement? What impact do you think this has on them and on competition in the various communications markets? Please provide evidence supporting your views, including any research you have conducted or have access to.**

- A1.13 Sky considers that Ofcom should conduct further research and analysis to identify barriers before considering moving to proposals for intervention. Please refer to Section 1 of this response for Sky's suggestions about areas of further research.

**Question 7: What are your views on the suggested possible solutions to help address the impact on consumer engagement of particular contract terms and conditions, or industry practices? What could be their positive or negative effects? What other possible solutions might there be, and what might be their effects?**

- A1.14 Sky considers that Ofcom should look to build on the useful background information and analysis in the Call for Inputs with further evidence-gathering and analysis before proceeding to consider options for intervention.
- A1.15 Sky does not support contract end date alignment when adding, subtracting or changing services. A consumer who is adding, subtracting or changing service elements is, by definition, engaged with communications markets. In addition, alignment is inappropriate for services that are independent from one another and have very different cost profiles.

Alignment would likely have unintended consequences, such as longer minimum terms and increased tariff complexity, and may actually lead to less flexibility for consumers overall.

A1.16 Please also refer to paragraphs 2.54 – 2.63 of this response.

**Question 8: Are there other barriers to engagement that you think our work should seek to address? What impact do you think these have on consumers and on competition in the various communications markets? What possible solutions might there be to these barriers, and what might be their effects? Please provide evidence supporting your views, including any research you have conducted or have access to.**

A1.17 Sky considers that Ofcom should conduct further research and analysis to identify barriers before considering moving to proposals for intervention. Such further research and analysis is likely significantly to improve the targeting of proposals addressed to this objective.

A1.18 Sky believes that one of the goals of Ofcom's further research should be to achieve a more granular understanding of different segments, in terms of their attitudes and motivations in relation to engagement in the market. In addition, it appears to us that Ofcom downplays the importance of existing provide engagement when measuring engagement levels and this should be a focus of further research. Lastly, Sky considers that understanding the extent to which 'passivity' or 'non-engagement' is a choice on the part of some consumers should be a key element of further work undertaken by Ofcom. Research focussing on these areas would provide valuable insight into any genuine barriers to engagement that exist and assist considerably in better policy making in this area.

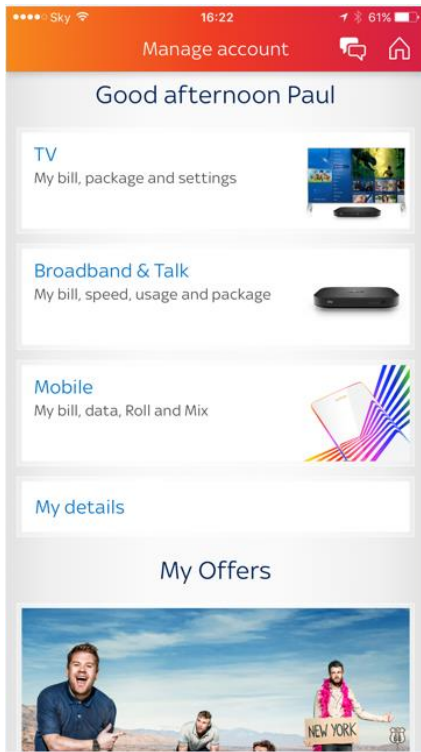
A1.19 Please also refer to Section 1 of this response.

**Question 9: What are your views on the need to trial or test potential solutions? To what extent might you be willing and able to participate in or facilitate field trials or other testing of possible solutions?**

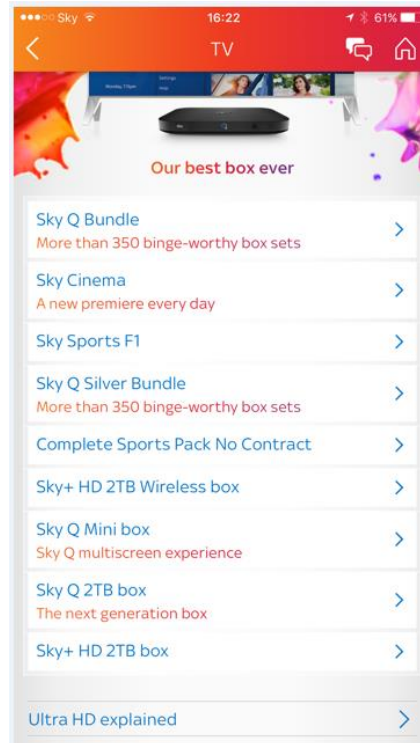
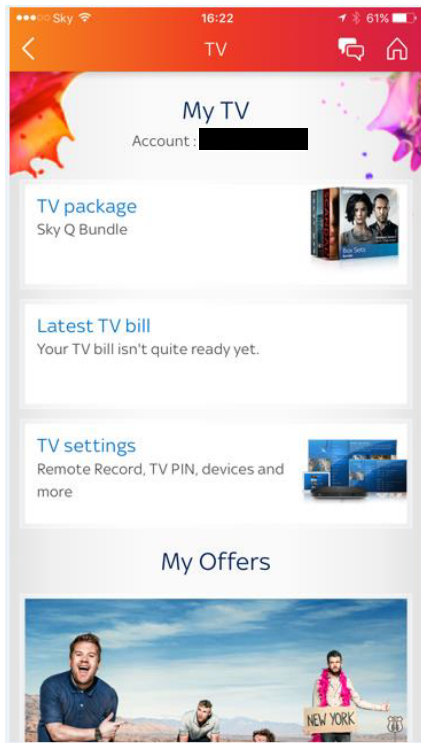
A1.20 Where a targeted measure designed to address proven consumer harm is identified, Sky supports the testing of potential solutions. Sky would welcome the opportunity in the future to discuss participation in testing.

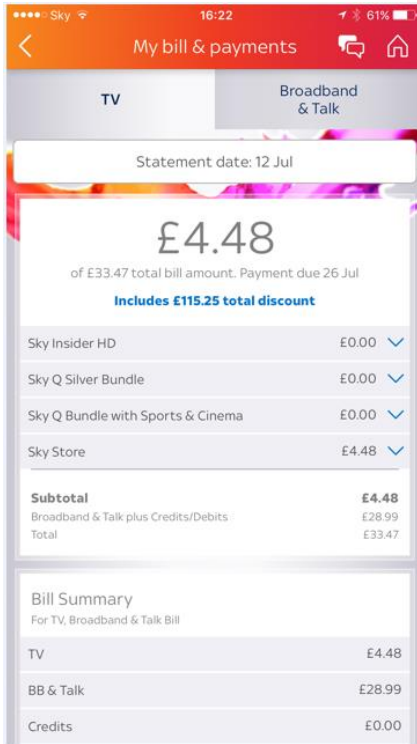
**ANNEX 2: INFORMATION IN MYSKY**

A2.1 My package page

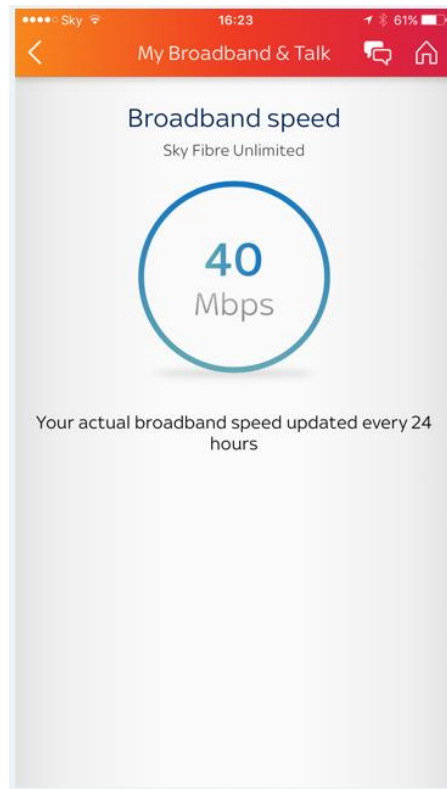
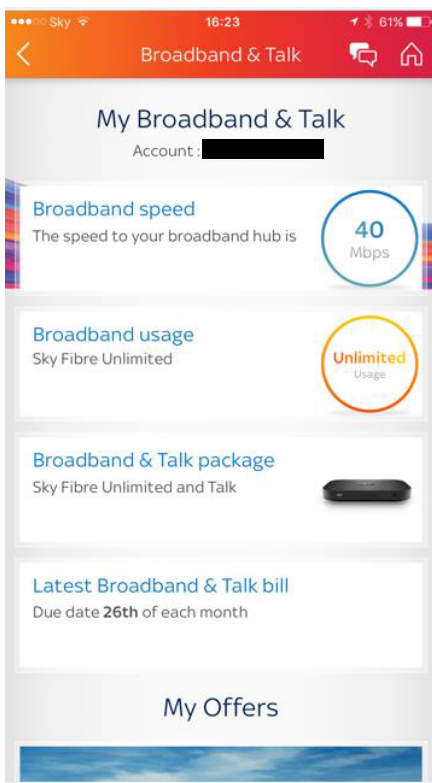


A2.2 TV information



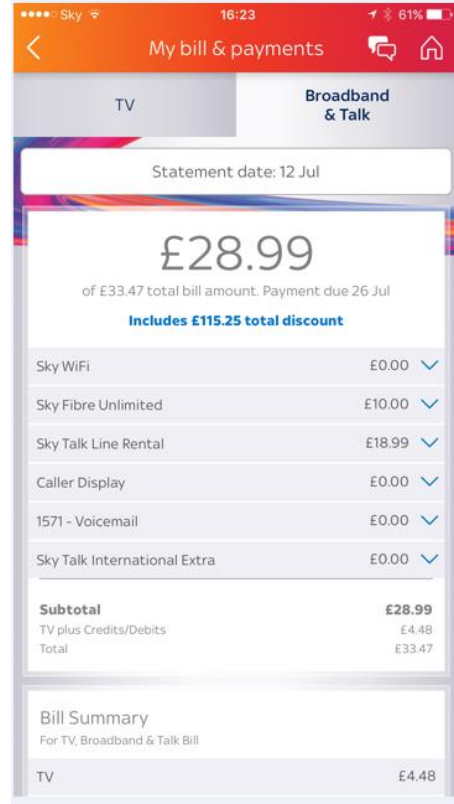
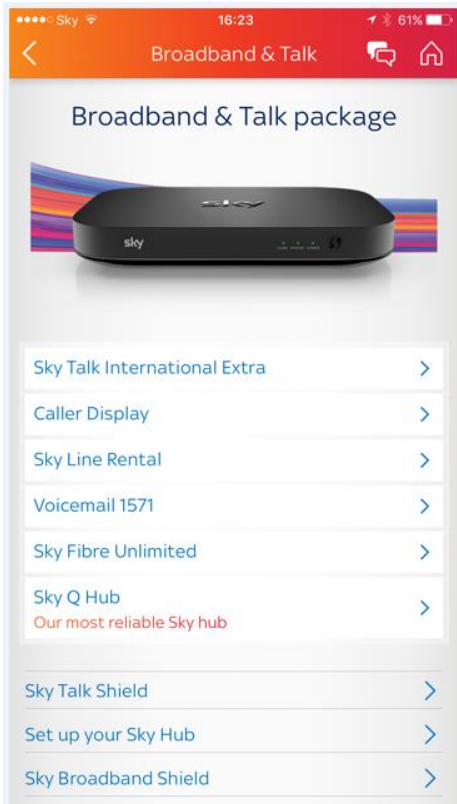


A2.3 Broadband and Talk information



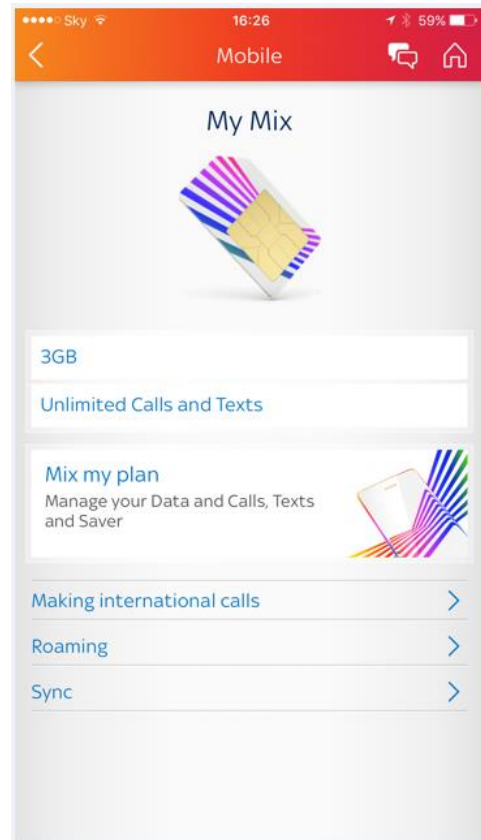
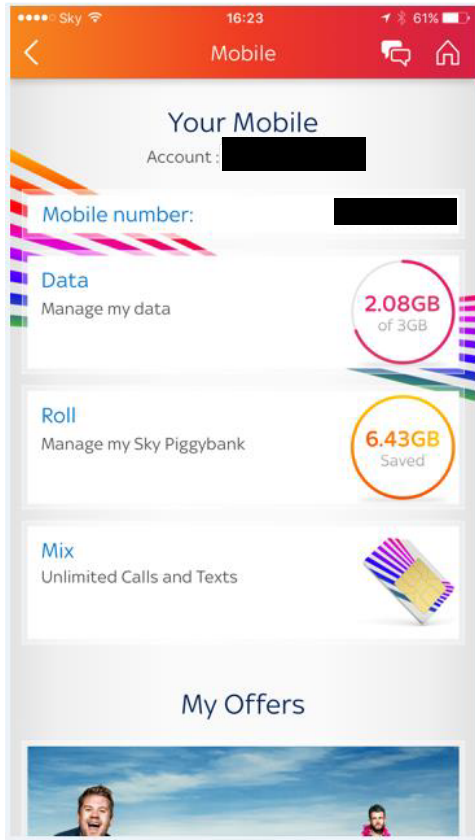


Note: Where the customer has a capped broadband product, details of the cap, the amount of data used in the current usage period and when the current usage period ends are provided.<sup>45</sup>



A2.4 Mobile information

<sup>45</sup> For further information see <https://www.sky.com/help/articles/measure-your-broadband-usage>.



### Sky Piggybank activity

There's no limit to the amount of data you can store in your Sky Piggybank

Current balance 6.44 GB

Date	Activity	Data	Balance
28 Jul	Rolled to [REDACTED]	-1.00 GB	5.76 GB
5 Jul	Rolled over from last month	1.41 GB	6.76 GB
5 Jun	Rolled over from last month	0.59 GB	5.35 GB

Roll

1GB

From 6.44GB in your Sky Piggybank

Yes please

## Your bills

Account no. [REDACTED]

Bill date: 5 Sep ▾

Next bill	
<b>My Mix</b> 5 Sep - 4 Oct	<b>£7.50</b>
<b>Usage charges</b>	<b>£0.35</b>
<b>Adjustments</b>	<b>-£0.40</b>
<b>Total:</b>	<b>£7.45</b>

[View last bill](#)  
[Make a payment](#)  
[Change payment method](#)  
[Change payment due date](#)

Your bill will be issued on 5 September 2017  
Charges from the last 90 hours may not be reflected in this bill yet.  
Any usage will cover your previous and current Sky Mobile number.

### View itemised bill

[REDACTED]	£7.85 ▾
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### Adjustments

Adjustments	-£0.40 ▾
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