



Response to Ofcom’s consultation ‘Helping consumers to engage in communications markets – Consultation on End of Contract and Out of Contract notifications’.

Summary

Vodafone UK (‘Vodafone’) welcomes the opportunity to respond to Ofcom’s Consultation on End and Out of Contract notifications. We agree with Ofcom on the importance of consumer engagement to ensure consumers get the best deal in the marketplace. Indeed, Vodafone engages with all its customers from the moment our relationship with them begins, all the way through their contract life cycle. We invest heavily in systems and processes to ensure that this engagement is positive and valued by our customers.

Ofcom’s consumer engagement work and interventions should be seen in the context of the telecoms market. This market is highly competitive, delivering a huge amount of choice for consumers and low prices. This is acknowledged by Ofcom. Sharon White’s speech in 2015 included the following paragraph on the competitiveness of the UK telecoms markets:¹

‘There’s no doubting the strength of competition in the UK: we have the most competitive fixed and mobile markets in the EU.

That has been good for consumers and business customers. For example, we’ve seen the cost of a “basket” of mobile services in this country fall from about £40 in 2003 to £13 in 2012. Today, UK customers can pay as little as £7 for a monthly mobile service.’

Ofcom’s latest publication on this subject showed that mobile and triple play services performed particularly well compared against five other countries.²

¹ <https://www.ofcom.org.uk/about-ofcom/latest/media/speeches/2015/competition-telecoms>

² https://www.ofcom.org.uk/__data/assets/pdf_file/0021/108903/icmr-2017-international-price-benchmarking.pdf



We agree that clear information about their contract status is important to our customers, and we already provide this information in a transparent and easily accessible way. We will continue sending out End of Contract Notifications and are broadly supportive of introducing Out of Contract notifications.

In our response to the Consultation questions we comment on the details of Ofcom's proposals. However, we have three main concerns with the proposals:

1. **Ofcom's impact assessment does not take into account the wider impact of the proposed interventions on the competitive landscape.** Any prescriptive regulatory measures have to be fully assessed against their impact on all parts of the market. However, in this case, Ofcom's impact assessment does not take into account the impact of its proposed interventions in relation to one consumer group on the rest of the market and consumers more widely. This is an important omission, and we urge Ofcom to carry out a much wider impact assessment.
2. **Ofcom's analysis assumes that the group of less engaged customers is a homogenous one.** It does not explore the reasons why some groups of customers are less engaged, and whether this is by choice or because of other reasons. Further information about this group may have an impact on Ofcom's assessment of the harm, and may provide further insight into the effectiveness of the proposed remedies. We therefore urge Ofcom to carry out further research into the less engaged group in particular and to consider, based on further analysis of the less engaged group of customers, whether a more targeted approach may be more effective and proportionate.
Ofcom has two consultations running in parallel, which seek to address the same issue. Ofcom recently published a Consultation³ setting out proposals aimed at delivering "fairer, more transparent prices" for mobile customers on so called 'bundled' contracts, consisting of a device and airtime within the same contract. We are surprised about the timing of this consultation. Both End and Out of Contract notifications are proposed remedies to address a perceived lack of engagement. Ofcom's expectation is that the proposed End and Out of Contract remedies will be effective, and will reduce the number of customers who are out of contract, thus also reducing the number of mobile customers on a bundled contract who continue to pay

³ <https://www.ofcom.org.uk/about-ofcom/latest/media/media-releases/2018/clear-fair-mobile-handset-charges>



the same monthly charge when their contract has expired. Ofcom should either have published a full set of proposals, and included the mobile handset proposals in the Consultation on End and Out of Contract notifications, or should have waited until it finished the first consultation, published and implemented its decision and assessed the effectiveness of the remedies. Only then would it be appropriate to consider whether additional remedies are required.

Below we first summarise our views on End and Out of Contract Notifications, and then respond to Ofcom's consultation questions. Our views are subject to the comments we made about Ofcom's impact assessment lacking any analysis regarding the consequences of the proposed interventions on the wider competitive landscape and the need for further insight into the less engaged group of customers.

End of Contract notifications:

Vodafone supports the sending of End of Contract ('EoC') notifications to consumer customers on mobile and fixed contracts. Indeed, Vodafone is currently the only mobile provider to send these to all consumer customers who have reached the end of their minimum term. Customers who have opted out of marketing messages will receive a service message. In the context of EoC and OoC notifications and data protection regulations, it would be helpful if the ICO could provide guidelines to relevant regulators as to what constitutes a service message, and the inclusion of what type of information would change a message from a service message into a marketing message.

The notification makes all SIMO and handset consumer customers aware of their options, to upgrade to a new handset contract or to move / stay on a SIMO contract. This message is sent at, or very close to their contract end date, as this is the time when it is most relevant to customers and they are most likely to act. It makes customers aware of their options, with equal prominence being given to upgrading to a new handset deal, or moving to /staying on a SIMO deal. In addition, from October this year, handset customers who neither upgrade to a new handset nor move to a SIMO deal, are being given an additional amount of data by default. This way handset customers, who, whilst being fully informed of the options, do not take any action, are rewarded for their loyalty and automatically get more value for the same price. We consider this is a transparent and a fair way of treating loyal customers.



Our fixed broadband consumer base is still young. Most customers are still within their minimum contract term. Similar to mobile, going forward, we are happy to be completely transparent and make our fixed customers aware of their contract end date.

In respect of mobile handset contracts, our contracts currently already include the total value of the handset to enable customers to compare this against other providers

Our experience with EoC notifications has provided us with the following insights:

1. In order to engage customers, the message needs to be short and easy to understand.
2. The message needs to be sent at the right time; so that customers can act upon the information. This means that the message should not be sent too soon, but at or very close to the customer's contract end date.
3. It needs to be easy for customers to take action, i.e. through a link in the notification message.

In our response to the consultation questions we comment in more detail on the proposed requirements for EoC notifications.

Out of contract notifications:

Vodafone currently does not send fixed format Out of Contract ('OoC') notifications to customers who are already out of contract. However, the vast majority of our mobile customers will have been contacted several times while they are out of contract. Ofcom's analysis shows that only a small part of the mobile base, 6%, has not taken any action when they have been out of contract for up to 24 months. Analysis of our own base shows that fewer than 8% of our customers have not taken any action within 12 months from their contract end date. In addition, our out of contract customers pay less than our in-contract customers.

The situation is different for fixed telecoms and Pay TV customers where higher percentages of customers are out of contract for a longer period, with out of contract customers typically paying substantially more than in contract customers.



Whilst we consider the financial harm to be much greater in the case of fixed and Pay TV services, we are happy to treat both our mobile and fixed out of contract customers the same as our customers reaching the end of their contract, and send them a one-off notification.

In respect of small business customers, the Consultation does not include any data on the proportion of small business customers who are out of contract. In addition, information about small business customers who are or have been subject to a price increase at the end of their minimum term is not available either. Ofcom mainly asserts that small businesses are similar to residential consumers, but puts very little evidence forward to demonstrate that this is the case, and that the harm is similar. Small business customers may for instance be cost aware, and shop around more than consumers. Alternatively, they may be more likely to buy their services through resellers, which may lead to different market dynamics. We therefore do not believe Ofcom has made the case that intervention is needed in respect of small business customers.

In summary, Vodafone supports the sending of EoC and OoC notifications to consumer customers across fixed, mobile and Pay TV services.

Response to consultation questions

1. Harm relating to customers

Consumers

Ofcom believes there is consumer harm from the time and effort to seek out contract status information. Ofcom uses the number of engaged customers based on the 2017 engagement index as a proxy for the group incurring time and hassle, implying that all these customers would struggle to find the relevant information. However, it then goes on to explain that 16% of consumers who were in contract said they have searched for their minimum contract period, and that nearly all of these said they were able to locate the information. There is no indication that this search activity was excessively long or difficult. Vodafone, and most other providers, have several means of providing customers with their contract end date. Both the contract itself



and customers' online accounts include this information, and one call to our customer service department will be enough to confirm the contract end date. This situation is at least the same, if not better than for other subscription based services and we do not consider that a call to customer services or logging into an online account equate to harm.

Ofcom also considers there is harm in customers not benefiting from improvements in services and price once they are out of contract. In terms of Vodafone's customer base, as set out above, the vast majority of mobile customers who are out of contract will have been approached with offers that would be good value to them, based on their current usage. In addition to personalised offers, customers will see promotional offers everywhere, and very frequently in newspapers and magazines, online and on the high street from telecoms providers. It is in providers' interest to retain their customers, and they will therefore put a great deal of effort in advertising and making it easy for existing customers to take out an offer that suits their needs. With this in mind, we consider providers make it as easy as possible. However, ultimately the customer remains responsible for taking the final step, and signing up to a new deal. This is not specific to the telecoms market, it is the same for any other services, such as water, energy, insurance, gym memberships etc.

In the mobile market, Ofcom's analysis demonstrates that customers who are out of contract tend to pay less than customers who are in contract, for both handset and SIMO customers. This is the same for the Vodafone mobile customer base. Handset customers who are out of contract could potentially be better off with a SIMO plan. This is why we currently send all our customers who reach the end of their minimum term a notification making them aware of handset upgrade deals and SIMO deals with equal prominence. The growth of our SIMO customer base demonstrates that SIMO is considered as an alternative; over the past two years, our SIMO customer base as a percentage of our total customer base has grown from 38% to 42%. In addition, recent analysis indicates that almost 42% of new Vodafone SIMO contracts were taken out by customers who were on a handset contract before.

From 8 October, we have introduced an additional policy for handset customers. When these customers reach their contract end date, and despite receiving notifications they neither upgrade nor move to a SIMO plan, they will get free data by default. Our current approach not only makes customers aware they have reached the end of their contract, but also provides them with full transparency around the options they have, and rewards them for their loyalty if they don't act.



In terms of SIMO customers, Ofcom's analysis shows that although compared to mobile handset customers a larger part of the customer base is out of contract (44% versus 13%), out of contract SIMO customers pay less than in contract customers. This group therefore does not suffer any financial harm. All these customers are actively invited to renew or upgrade, and they all are sent an out of contract notification when they have reached the end of their minimum term.

Small business customers

On small business customers, other than gaining insight into the awareness of customer contract end dates, Ofcom has not carried out any specific analysis. Ofcom mainly asserts that small business customers are very similar to consumers, but does not put forward any evidence to that effect. We therefore believe that it has not demonstrated there is harm for this group of customers. We note that in the summary section on its assessment of consumer harm, Ofcom only mentions consumers (sections 3.65 – 3.68) and does not specifically address small business customers.

2. Sending both end-of-contract and out-of-contract notifications?

Mobile

We consider that EoC notifications, which we already send to our mobile handset and SIMO customers, are the right thing to do for customers to make them aware of their options and ensure they get the best possible deal. The percentage of mobile handset customers who are out of contract is much smaller than for other services. In addition, Vodafone already sends messages to these customers on a regular basis, including personalised offers based on their usage. Whilst a larger percentage of the SIMO base is out of contract, these customers typically pay less out of contract than in contract. Again, we make these customers aware when they have reached the end of their minimum contract term, and tell them about their options. Once they are out of contract, they are sent upgrade offers. Some of these customers may be on plans which are very good value to them, and they may therefore see no need to move to a different plan. The arguments for OoC notifications appear to be less persuasive for



mobile services than for fixed and Pay TV services. However, in the spirit of complete transparency, and to ensure all our customers are fully aware of their status and options, we are happy to send one-off out OoC notifications to our mobile customers.

Fixed and Pay TV

We consider that EoC notifications should be sent to fixed and Pay TV customers as well, to make customers aware of their options. This is particularly important given Ofcom's evidence shows that many of these customers face a price increase when they have reached the end of their contract. For these services, large parts of customers are currently out of contract, and out of contract customers pay on average significantly more than in contract customers. Because of the financial harm, we consider it would be proportionate to put in place OoC notifications as well for these customers.

3. Notifications to be sent to consumer and small business customers?

As set out above, Ofcom has not put forward any evidence of harm in relation to small business customers, and we therefore consider that Ofcom should carry out further research into small business customers to establish whether these customers behave in a similar way to consumers and whether there is any harm.

4. Content of the End of Contract notification

Based on our experience with EoC notifications, we believe it is essential that these messages are easy to understand, only include key information, are short and can be immediately acted upon.

Ofcom tested end of contract notifications through its qualitative research, which resulted in a number of proposals. Whilst participants in a test environment may be in favour of more information being included, and may indicate they will use this in practice, this does not always happen in reality, and customers may overestimate



their available time in relation to the information they get presented and have to process. Behavioural economics set out the range of behavioural tendencies related to information processing, such as risk of low attention span, or information overload. It explains that too much information can be as problematic as too little. Ofcom referred to the pros and cons of information remedies and the use of behavioural economics in its paper 'A review of Consumer Information remedies'.⁴ We consider it is important to keep these behavioural tendencies in mind when assessing what information should be included in notifications and to be aware of the difference between a test environment, people's tendencies to overestimate the extent to which they take rational decisions based on information and the constraints of people's everyday lives in terms of reading information, absorbing it and acting upon it.

Below we comment on the different types of information proposed by Ofcom to be included in the EoC notification:

1. **Customer contract end date:** Based on Ofcom's research in relation to customers' awareness of contract end dates, we agree that it would be helpful to include this in a message. The need for including the contract end date reduces if the EoC notification is sent on or very close to the contract end date. In that case, it might be sufficient to say 'You are now out of contract...'. This would simplify the message and the process.
2. **Not having to pay early termination charges after the end of the minimum contract period:** We understand and agree with Ofcom's objective in making it clear to customers that they have no further liabilities if they want to leave. We do question how familiar customers are with the term 'Early Termination Charges' and suggest avoiding terminology which may be difficult to understand for groups of customers.
3. **Details of any applicable notice periods:** Ofcom's qualitative research showed that participants understood relatively little about notice periods. Whereas for a number of services the notice period may be in the contracts, and straightforward, mobile customers who do not want to port their number, will have two options from July next year. They can either use the N-PAC process, which does not have a notice period, but customers will continue to pay until they use their N-PAC, or they can use the standard disconnection

⁴ https://www.ofcom.org.uk/__data/assets/pdf_file/0033/91698/information-remedies.pdf



process, where they may be subject to a notice period, depending on the way providers will implement this. At the point of sending out the notification, it is not possible for providers to know if customers will port their number or not and if they don't port, which non-porting process they will use. This means that for mobile customers it will not be possible to be specific about the notice period, other than saying that a notice period may apply.

In addition, the notification will need to avoid giving the impression (irrespective of a notice period) that customers will not have to pay for the service anymore, because they will be charged for using the services until the moment their service is transferred or ceased.

4. **Services currently provided under contract, including additional benefits that accompany the contract:** We agree that the service for which the end of contract has been reached should be included in a notification. It would be helpful if Ofcom could clarify how additional benefits are defined. The example included covers fixed line and fixed broadband services. We understand free content subscriptions have to be included, but we see little value in splitting out the plan in constituent parts, such as calls, SMS messages, data, roaming, any zero rated data passes etc. It will make the notification unnecessarily long, and may reduce the extent to which the customer is able to fully absorb the message.
5. **Monthly subscription price:** We agree that the monthly subscription price currently paid should be included and any changes to the monthly subscription price after the contract end date. We consider that only discounts that no longer apply after the minimum term should be included. We do not believe that including in the notification that there has been a historic discount at some point in time will be helpful to customers to understand the overall value of the contract, if neither the discount nor the time period during which the discount was valid is included. Including this information would disproportionately increase implementation costs.
6. **Table format comparison:** Ofcom suggests including the pre and post contract end date information in a table. We consider that only the parts of the deal that change should be separately included, we see little value of including a table where the pre and post end of contract columns are largely the same.
7. **Listing other services taken with the same provider pursuant to other contracts:** We question the relevance of listing other services taken with the same provider. Whilst there may be implications for other services if a



customer cancels their contract for instance, we do not see how a mere list of other services will help customers making informed decisions. This type of information will make the message longer, the implementation costs higher and may be confusing to the customer.

8. **A message that the customer may be able to make savings by exploring available options:** The ability to make savings depends on the customer's current contract and needs. While some customers may be able to make savings, not every customer will, if they take out another deal. In respect of mobile services, the trend is more value (in the form of data, unlimited voice and SMS, content) for the same money. In terms of fixed services there is a move to superfast and unlimited data. We therefore believe that customers' expectations should be managed, and the trend towards more value should be acknowledged, by focusing on value instead of savings. The notification could be worded along the following lines: 'you may be able to get more value by exploring available options'. In relation to mobile handset customers, we already are fully transparent with our customers and make them aware of SIMO as an option and will continue to do so.
9. **Content Ofcom are not proposing to include.** We agree with Ofcom's assessment of the information that should not be included in the EoC notification.

5. Structure, method, timing and frequency of the End of Contract notification

Regarding the structure of the notification, we agree with Ofcom's proposal to start with the contract end date (or, as per our response above, a sentence indicating that the customer is now out of contract), followed by price changes, where relevant (i.e. if there is no price change, providers should not be required to explain that the price remains the same).

In terms of the method of sending the EoC notification, based on our experience we consider the SMS channel is the most effective one for notifications about mobile services. SMS messages are sent to the mobile number the notification relates to, providers can track whether or not SMS messages have arrived, and research into



effectiveness of messages shows that SMS have the highest 'opening' rate. We therefore believe that mobile EoC notifications should be sent via SMS.

For bundles including fixed broadband services (i.e. dual and triple play services), email messages are the most effective and cost efficient way. We appreciate that fixed line only customers may not all have internet and email access, so for that group letters may be a better option, unless they have indicated a preference for email communication.

We agree that the EoC notification should be a standalone message.

Ofcom proposes that if SMS are used for the EoC notification, core information should be included in the SMS, and the SMS should be accompanied by additional information in another medium. In section 4 we commented on the components we believe should be included in the EoC notification. If there is little or no relevant additional information, and the information can be included in a single SMS, we see limited value in referring customers to an online page, or a separate email or letter. If a customer doesn't have any additional services which may be impacted, and the price remains the same, we do not think another medium is required. That medium will merely duplicate the information from the SMS. Where there is an impact on other benefits and price, we can see the value of another medium in which additional information can be shared. But we like to reiterate our point that information about services relating to other contracts with the same provider are not relevant for the EoC notification, and that information around Early Termination Charges should be worded in a way that consumers understand.

We disagree with Ofcom's proposed timing and frequency of EoC notifications. We believe they should be sent to customers when it is most relevant to them, and when they can act upon it, so ideally as close to the contract end date as possible. Sending customers the EoC notifications early (i.e. 70 – 40 days before the contract end date, as proposed by Ofcom) is likely to result in a negative customer experience with providers having to ask customers to call back closer to the contract end date to move them to a different plan. Consumers may also forget about the contract end date if it is sent too far in advance of their contract end date.

Furthermore, for mobile services, the PAC, required for mobile switching, is valid for 30 days, which means that customers requesting a PAC (or N-PAC, from July 2019) would have to call in again, and request a PAC closer to their contract end date should Ofcom go ahead with the proposed timings.



In terms of timing of the notification, we believe a distinction should be made between a situation where the monthly price remains the same, and where it increases after the contract end date.

If the price remains the same, the EoC notification should be sent as close as possible to the customer's contract end date. If the price of a service increases after the end of the minimum term, consumers should have the possibility to avoid this and get the EoC notification with enough notice to act on it. So in the case of a price increase after the end of the minimum term, combined with a notice period of 30 days, the notification should be sent just over 30 days in advance of the contract end date.

In terms of frequency, we agree with Ofcom that EoC notifications should only be sent once and that they should only be sent for services with a contract duration of at least six months.

6. and 7 Content and further details of the Out of Contract notification

In section 2 above we set out our views on the need for OoC notifications. Our comments on the proposed content of the OoC notifications echo our comments about the content of EoC notifications:

- In terms of Early Termination Charges, we suggest using language that consumers are likely to understand, and convey the main point of the message that there won't be financial consequences if consumers upgrade or switch.
- We see no value in including other services relating to different contracts a customer may have. This makes the message unnecessarily long and is potentially confusing to the customer.
- Instead of referring to savings the customer may be able to make by exploring available options, we propose to focus on value instead. Not every customer will be able to make a saving, and both fixed and mobile services tend to become richer over time, thus offering more value.

We agree with the proposed structure of the OoC notification and refer to the comments we made in relation to EoC notifications in respect of the method notification.



8. Effectiveness of Ofcom's proposals and necessity of proposals to achieve objectives

End of contract notifications

Subject to our comments, we consider that the EoC notifications may be effective in making consumers aware that they have reached the end of their minimum contract period, and of any potential changes in their contract which may negatively impact on them.

As set out in section 1 above, we consider that the main harm is related to customers unexpectedly paying more for their service when they have reached the end of their contract. EoC notifications will make customers aware of any increases and will give them the opportunity to act upon that information.

Out of contract notifications

In respect of OoC notifications, we believe it is even more important to gain further insight into the less engaged cohort of customers. If this insight demonstrates that large numbers of customers will benefit from a notification and are likely to act upon it, we consider they may be effective.

In terms of small business customers, Ofcom only asserts that small business customers are likely to experience similar harm to consumer, but does not put forward any evidence supporting this assertion. Considering the costs and effort associated with EoC and OoC notifications, Ofcom should demonstrate that this is the case, rather than assume. We therefore believe that Ofcom has not made the case that an intervention is proportionate in relation to this group of customers, and that Ofcom should carry out further research.

9. Comments on Ofcom's impact assessment

Price levels, number of providers and number of available deals are all indicators of levels of engagement in the market. As set out in the Summary, price levels are low compared to other countries and decreasing over time in the case of mobile services, despite customers getting more value. The number of fixed and mobile providers is



high, each offering a wide choice of services to cater for different customers with different needs. Ofcom's analysis does not include these indicators, but narrowly focuses on customers who are in and out of contract, and the price differential between these groups of customers.

Ofcom's impact assessment narrowly focuses on the cost of introducing EoC and OoC notifications, and the number of customers required to become active to offset these implementation costs. This impact assessment is too narrow and in Vodafone's view, does not meet the required threshold to justify intervention. Ofcom operates with a bias against intervention, which is derived from their duty in section 3(3) of the Act to have regard to the principles under which regulatory activities should be (among other things) proportionate and targeted only at cases in which action is needed.⁵

This impact assessment fails this test:

- It does not take into account the impact of the proposed interventions on the **wider competitive landscape**.
- It does not consider whether certain customer cohorts **are vulnerable or simply not engaged**.
- It assumes no other **customer type or cohort will be worse** off as a result of the intervention.

We urge Ofcom to carry out some detailed economic analysis into potential impacts, and go beyond describing what might happen in qualitative terms, as it did in the Consultation document.

In addition, it is vital that further insight into the less engaged consumer cohort that does not switch is sought. Ofcom's analysis implies that this is one homogenous group. We question this and we consider this group is made up of a number of sub groups, some of which may be far more engaged than others, and some that may be vulnerable. This may result in a different insight into the remedy, or, if an information remedy is still deemed to be appropriate, in the way the information is provided or the content to be included.

A customer who knows they are out of contract, has been provided with the options and chooses not to act does not need repeated prompting. But there may be

⁵ See Ofcom's regulatory principles: <https://www.ofcom.org.uk/about-ofcom/what-is-ofcom>



customers who may need a very specific engagement approach. Without further insight into the behaviour of this group of customers, and without the identification of subgroups within the less engaged cohort, we consider it is not possible to draw any firm conclusions on the scale of the potential harm, or to assess the effectiveness of a potential remedy.

The one-off implementation costs estimated by Ofcom appear to be low across industry. The requirements proposed by Ofcom are different from the ones we discussed with Ofcom at an earlier stage, based on which we made an initial high level cost assessment. There is significantly more information required under Ofcom's proposals compared to the information originally discussed, and splitting the message into core information to be included in an SMS, and additional information via another medium will result in increased costs. In addition, we only discussed the notification in the context of mobile services and we did not include the notifications for fixed services in our estimate

Ofcom's analysis doesn't include an increase in costs for additional customer service resources to handle upgrade and service termination requests. We believe this is an important component of the costs that Ofcom will need to include in its estimate. Both for the EoC, but in particular the OoC notifications.

In its assessment, Ofcom distinguishes between different types of providers, depending on their size. It is unclear how the indirect channel has been included in the cost assessment.

10. Are the costs proportionate in relation to the objectives?

As set out in section 9, we consider that Ofcom should include the impact on the wider competitive landscape and gain further insight into the less engaged cohort. In the absence of this, it is not possible to assess whether the costs are proportionate in relation to the objectives.

11. Comments on draft condition



Apart from all the comments made above regarding the content and timing of the notifications and the fact that we consider small business customers should be excluded we note that the draft addition to General Condition C1 are highly prescriptive. The draft additions alone to the existing General Condition cover 3.5 pages. Ofcom recently carried out an exercise to streamline the General Conditions, make them shorter and easier to comply with. We question whether a more outcome or principle based regulation could not achieve the same objectives and urge Ofcom to look at this. A high level of prescriptiveness also removes any ability of providers to differentiate themselves.