

## Your response

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<p><b>Question 1: Do you agree with the way we propose to implement the requirement to provide end of contract notifications in terms of the services they should cover? (4.6)</b></p>	<p>Confidential? – N</p> <p>Agree. No further comment.</p>
<p><b>Question 2: Do you agree with the way we plan to implement the requirement to send end of contract notifications to consumers and businesses? (4.14)</b></p>	<p>Confidential? – Y / N</p> <p>Agree – however, Tesco Mobile does not have a business offering. However, as per comments in our previous consultation response, a key learning from the introduction of GDPR was that in the run up to the implementation of the legislation customers felt they were being over-communicated to. I appreciate that there will be an implementation period as has been set out (7.22) but it is still a concern.</p>
<p><b>Question 3: Do you agree that end-of-contract notifications should be sent to end-users before the expiry of a fixed commitment period, if the contract will be automatically prolonged after that point?</b></p>	<p>Confidential? – N</p> <p>Agree – we believe that notifying customers earlier rather than later is in their interests although, there is a balancing act as not all customers behave / respond in the same way.</p> <p>Agree that notifications should be sent to end-users.</p>
<p><b>Question 4: Do you agree with our proposal not to specify in a prescriptive way the words and language used in end-of-contract notifications? (5.19)</b></p>	<p>Confidential? – N</p> <p>Agree – we believe the providers of telecommunications services should be able to address customers in the tone of voice they deem suitable.</p>
<p><b>Question 5: Do you agree with our implementation proposal for the end-of-contract notification to include the date on which the fixed commitment period will end? (5.22)</b></p>	<p>Confidential? – N</p> <p>Overall agree. However, we have concerns around multi-subscription accounts and how the message is landed.</p> <p>E.g. the ‘Parent’ as end user could have a fixed commitment period, which is different to that of a ‘Child’ account under their contract.</p>

	<p><b>Clarification from Ofcom required:</b> We seek clarification as to which end user should be contacted in this scenario (i.e. both Child and Parent or only the Child).</p> <p>If this is not defined clearly, it could drive a poor customer experience, confusion amongst customers and additional calls into service channels.</p>
<p><b>Question 6: Do you agree with our implementation proposal for the end-of-contract notification to include details of the services which the provider currently provides to the end-user under the relevant contract? (5.22)</b></p>	<p>Confidential? – N</p> <p>Agree, but noting the same challenges as per question 5.</p>
<p><b>Question 7: Do you agree with our implementation proposal that the end-of-contract notification must include information regarding notice periods? (5.36)</b></p>	<p>Confidential? – N</p> <p>Disagree – there are a number of options for customers that wish to leave our network which carry various notice periods. For example, as referenced in the consultation, Text to Switch will ban notice periods therefore it is not a clear message for mobile phone customers.</p> <p>Suitable generic messaging around ‘notice period may apply’ could be an option but to do more than this might not be in the customers’ best interest.</p>
<p><b>Question 8: Do you agree with our implementation proposal that the end-of-contract notification must include information regarding early termination charges? (5.42)</b></p>	<p>Confidential? – N</p> <p>Agree – if there are Early Termination Charges applicable then we will communicate where relevant, noting that these charges may vary depending on exactly when the communication is delivered.</p>
<p><b>Question 9: Do you agree with our implementation proposal that the end-of-contract notification must include information regarding other contracts which the provider currently provides to the end-user? (5.50)</b></p>	<p>Confidential? – N</p> <p>Neither agree nor disagree.</p> <p>As per question 4 and 5, the master / subscriber issue will create communication challenges – depends what governing multiple accounts.</p>

	<p>This additional level of granularity also provides a technical and resource challenge, adding to the cost of communications.</p>
<p><b>Question 10: Do you agree with our implementation proposal that the end-of-contract notification must include information regarding how to terminate the contract? (5.62)</b></p>	<p>Confidential? – N</p> <p>Agree – specific details need to give customers the best option and it is in keeping with the General Conditions so something that we would be looking to replicate.</p>
<p><b>Question 11: Do you agree with our implementation proposal that best tariff advice should include the monthly price currently paid, and any changes after the end of the fixed commitment period? (6.1)</b></p>	<p>Confidential? – N</p> <p><b>Clarification from Ofcom required:</b> Neither agree nor disagree as we seek clarification around exactly what Ofcom define as ‘best tariff’ – this is entirely subjective depending on a number of different factors which are sometimes only apparent to the customer. For a customer to “assess whether they are on the best tariff” could depend on financial changes throughout their contract, whether or not they would like a new phone, or to keep their current device. We do agree that providing the monthly price currently paid and changes after the end of the fixed commitment period make sense.</p> <p>However, monthly price and any subsequent changes after the fixed commitment period can be included in communications although this will require technical development work to deliver which will have a financial impact.</p>
<p><b>Question 12: Do you agree with our implementation proposal that best tariff advice should include changes to the service provided because the fixed commitment period is ending? (6.19)</b></p>	<p>Confidential? – N</p> <p>Neither agree nor disagree.</p> <p>Just because a customers fixed commitment period has ended does not mean they are able to upgrade to a ‘best tariff’. Therefore, we question if this message would be suitable in these examples.</p> <p>Therefore, this increases the complexity of communications thus technology and resource costs to maintain this each year.</p> <p>However, we agree that changes to the services should be added to the notification in order to better advise the consumer, for example where</p>

	<p>at the end of the fixed commitment period the device costs will no longer apply and going forward only an airtime cost will apply.</p>
<p><b>Question 13: Do you agree with our implementation proposal that best tariff advice should include the date on which the fixed commitment period ends for financially linked or otherwise dependent contracts taken with the same provider, for subscribers on residential contracts? (6.10, 6.20)</b></p>	<p>Confidential? – Y / N</p> <p><b>Clarification from Ofcom required:</b> Agree – however we seek clarification on whether this includes specifics such as family bundles etc. for mobile? A change in a subscriber contract linked to a master can have an impact on the benefits for the master account. Or does this question relate more to quad-play providers?</p>
<p><b>Question 14: Do you agree with our implementation proposal that best tariff advice should include the options available to the subscriber after the fixed commitment period has ended? (6.29)</b></p>	<p>Confidential? – N</p> <p>Agree that all the necessary details should be included to make this communication as informative as possible.</p> <p><b>Clarification from Ofcom required:</b> Seek clarification as to whether Ofcom is referring to ‘end-user’ rather than ‘subscriber’ as noted in this question.</p>
<p><b>Question 15: Do you agree with our implementation proposal that best tariff advice should include the provider’s best tariff and with our draft guidance for subscribers on residential contracts that (6.3)</b></p> <ul style="list-style-type: none"> <li>a) providers should give residential consumers at least one and up to three best tariffs options (6.64);</li> <li>b) the tariffs should be based on similarity to the consumer’s previous usage where relevant and otherwise based on service packages that are most similar to what the consumer currently receives (6.66);</li> <li>c) one tariff should be the cheapest tariff available to the consumer receiving the advice;</li> <li>d) one tariff should be the cheapest tariff available to any consumer (if not the</li> </ul>	<p>Confidential? – N</p> <p>Disagree. It would not be practical to include all information in a simple message to customers.</p> <p>We strongly disagree with stating switching to another network is an option on the basis that there is no evidence to suggest that customers are not aware of other mobile operators to switch to.</p> <p>We disagree that using previous usage as a predictor of future product suitability is relevant or effective. Tesco Mobile invests significantly in providing a face-to-face or one-to-one model to service our customers and provide the best recommendation based on that interaction. We think it raises concerns from an FCA perspective given that we cannot</p>

<p>same as in (c));</p> <p>e) one tariff can be the cheapest upgrade tariff;</p> <p>f) one tariff should be a SIM-only tariff where the consumer has a bundled handset and airtime contract; (6.74) and</p> <p>g) tariffs should be for a bundle of services where the consumer receives them under a single contract with the provider or has financially linked or interdependent contracts with the same provider and where the fixed commitment period(s) is about to end or has already ended. (6.77)</p>	<p>guarantee the financial suitability of customers, encumbering them with debt at a time when they may not be able to afford it; concerns re: treating the customer fairly and misleading the customer.</p> <p>We see clarification on whether Ofcom are suggesting one of c, d, e, f, g or for the operator to select. Regardless, we challenge that a deterministic approach like this limits the operator’s ability to communicate the most relevant option to customers based on what we know about our customers. Providing the cheapest option to the customer could fail to provide the customer with what they want leading to poor customer experience.</p> <p>Should Ofcom proceed with this approach there are significant costs and development work associated with this approach, which may take us beyond the implementation of any legislation on this matter. This approach also assumes we have customers’ consent to market to them under GDPR and does not clarify fully whether we will be penalised for failing to comply with General Conditions due to GDPR other than the response that we are to provide information where “lawfully possible” (6.87).</p>
<p><b>Question 16: Do you agree with our proposed implementation on the timing of the end-of-contract notification? (7.20)</b></p>	<p>Confidential? – N</p> <p>Neither agree or disagree – we do not have an issue with 10 – 40 days timing, although we do suggest that it is up to the network to decide when is relevant as not all customers are the same.</p>
<p><b>Question 17: Do you agree with our proposed implementation regarding the form of the end-of-contract notification? (7.26)</b></p>	<p>Confidential? – N</p> <p>Agree – we provide much of our information to customers in durable medium and acknowledge that operators should use the preferred method of contact or the same contact channel as notifying the customer of available bills.</p>
<p><b>Question 18: Do you agree with our proposals to ensure accessibility of the end-of-contract notification? (7.59)</b></p>	<p>Confidential? – N</p> <p>Agree – this is in line with our current view on communications in general.</p>

<p><b>Question 19: Do you agree with our implementation proposal that annual best tariff notifications to be sent only to end-users who are outside of their fixed commitment period? (8.1)</b></p>	<p>Confidential? – N</p> <p>Agree – it would be a confusing message for consumers still in their fixed commitment period.</p> <p>Please note the fixed commitment period issue outlined earlier (re. not all customers who are outside of the fixed commitment period are in the best position to upgrade.)</p>
<p><b>Question 20: Do you agree with our proposed implementation of the requirement to send annual best tariff notifications by specifying that providers must inform end-users of:</b></p> <ul style="list-style-type: none"> <li>a) the fact that they are not within a fixed commitment period for the relevant contract or contracts;</li> <li>b) the services which the provider currently provides under that contract or contracts;</li> <li>c) any applicable notice period(s);</li> <li>d) details of other contracts the end user has with the provider;</li> <li>e) the monthly subscription price(s); and</li> <li>f) the options available; (8.13)</li> </ul>	<p>Confidential? – N</p> <p>Agree – content seems sensible based on the objectives, however there is a lot of information to include in a single notification which may be confusing and expensive to communicate.</p> <p><b>Clarification from Ofcom required:</b> We seek clarification on the handling of family contracts (Master / Subscriber) as we will be communicating to different customers within the same account.</p>
<p><b>Question 21: Do you agree with our proposed implementation of the requirement to send annual best tariff notifications by specifying that providers must inform end-users of the provider’s best tariffs and with our draft guidance for subscribers on residential contracts that:</b></p> <ul style="list-style-type: none"> <li>a) providers should give residential consumers at least one and up to three best tariffs;</li> <li>b) the tariffs should be based on similarity to the consumer’s previous usage where relevant, and otherwise based on service packages that are most similar to what the consumer currently receives;</li> <li>c) one tariff should be the cheapest tariff available to the consumer receiving the advice;</li> <li>d) one tariff should be the cheapest tariff available to any consumer (if not the same as in (c));</li> </ul>	<p>Confidential? – N</p> <p>Disagree on the basis that it is impossible to include all information in a simple form for customers to find helpful.</p> <p>All comments as per question 15.</p>

<p>e) one tariff can be the cheapest upgrade tariff;</p> <p>f) one tariff should be a SIM-only tariff where the consumer has a bundled handset and airtime contract; and,</p> <p>g) tariffs should be for a bundle of services where the consumer receives them under a single contract with the provider or has financially linked or interdependent contracts with the same provider and where the fixed commitment period(s) has ended. (8.32)</p>	
<p>Question 22: Do you agree with our proposed implementation on the timing of the annual best tariff notification? (8.38)</p>	<p>Confidential? – N</p> <p>Agree that ABT should be sent within 12 months of entry into force of the condition.</p>
<p>Question 23: Do you agree with our proposal to implement the annual best tariff requirements by specifying that providers should combine the best tariff information in a single notification for those end-users who have two or more contracts outside of their fixed commitment period? (8.36)</p>	<p>Confidential? – N</p> <p>Neither agree nor disagree.</p> <p><b>Clarification from Ofcom required:</b> We seek clarification on master / subscriber technical handling</p> <p>There is a significant amount of communication and data segmentation logic which would need to be created. This would involve additional costs which were not outlined in the previous proposal. We have not had the opportunity to fully evaluate the costs and so we do not consider that Ofcom has fully anticipated what these costs to the providers may be.</p>
<p>Question 24: Do you agree with our implementation proposals regarding the form of the annual best tariff notification? (8.39)</p>	<p>Confidential? – N</p> <p>Agree – the majority of our communications are delivered in a durable medium.</p>
<p>Question 25: Do you agree with our implementation proposals for the timescale within which providers must comply with the end-of-contract and annual best tariff notification requirements? (9.12)</p>	<p>Confidential? – N</p> <p>Disagree. 6 months is not long enough to implement the detail of the draft requirements outlined here. We suggest 9-12 months would be suitable for most operators, as a minimum.</p>
<p>Question 26: Do you agree with the way we plan to monitor the effectiveness and impact</p>	<p>Confidential? – N</p>

<p>of end-of-contract and annual best tariff notifications? (9.15)</p>	<p>Disagree. We seek clarification on the exact requirements of effectiveness measurement as this will need to be factored into a cost analysis.</p>
<p>Question 27: Do you agree with the impacts from the introduction of end-of-contract notifications we identify in our assessment? (10.7)</p>	<p>Confidential? – N</p> <p>Disagree.</p> <p>There are a greater number of changes since the original consultation which would increase the technical delivery of this consultation.</p> <p><b>Clarification from Ofcom required:</b> We also seek clarification around the management of ‘in treatment’ accounts (late payment, bad debt, fraud etc) within these notifications and should they be included.</p>
<p>Question 28: Do you agree with the impacts from the introduction of annual best tariff notifications we identify in our assessment? (11.0 onwards / 11.8)</p>	<p>Confidential? – N</p> <p>Disagree – these messages will require different templates to those required for end of contract as well as requiring a different assessment of tariffs.</p> <p><b>Clarification from Ofcom required:</b> We also seek clarification around the management of in treatment within these notifications and should they be included.</p>
<p>Question 29: Do you have any comments on the draft general conditions, set out in Annex A6 to this document?</p>	<p>Confidential? – Y / N</p> <p>C1.11(l) best tariff should be defined – this is open to interpretation.</p> <p>C1.13 – this is at odds with the more prescriptive time frame set out in the consultation but we think that C1.13 is the better approach.</p> <p>C1.15 – is it Ofcom’s intention that they can request this notice for review and for assessing the impact to the customer?</p> <p>C1.16 – does this not capture all 30 day rolling contracts? If so, this does not appear to be the intention of the regulations as set out in the consultation.</p>