

## Your response

Question	Your response
<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?</b></p>	<p>Yes – all broadband and TV services</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?</b></p>	<p>Yes – business customers, particularly SME’s are just as likely to benefit from these notifications in the same way residential customers are</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>Yes</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?</b></p>	<p>No – the language used should be prescriptive and dictated by Ofcom based on what’s best for consumers</p> <p>It is not beneficial for consumers or a necessary concession for different ISPs to be saying different things as this can only increase confusion. Wording should be standardised</p> <p>There should be an industry best practice on how this information should be being relayed to customers.</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?</b></p>	<p>Yes</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?</b></p>	<p>Yes – the thereafter price must be explicitly visible so the customer is fully informed</p>
<p><b>Question 7: Do you agree with our implementation proposal that the end-of-contract notification must include information regarding notice periods?</b></p>	<p>Yes</p>
<p><b>Question 8: Do you agree with our implementation proposal that the end-of-</b></p>	<p>Yes</p>

<b>contract notification must include information regarding early termination charges?</b>	
<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?</b>	<p>We do, but there is the concern that this section may confuse customers and without the right information could have the opposite effect - thus preventing customers from switching</p> <p>This section needs to be detailed and customers must be informed:</p> <ul style="list-style-type: none"> <li>• How they can get out of the contract relating to the original notification without financial penalty and what happens to their other services on their additional contracts</li> <li>• When their additional contracts run until</li> <li>• The penalties for exiting their other contracts early</li> </ul>
<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?</b>	Yes
<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?</b>	Yes – information on the out of contract price is key to consumers, since this price will inevitably rise
<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?</b>	Yes
<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?</b>	Yes – as per response to Q9 – this is key information as consumers can often have several different services with a single provider with multiple end dates. This process of entanglement can be confusing for customers and prevent them looking around the market due to fear of exit fees
<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?</b>	Yes – Ofcom should be prescriptive in what these are
<b>Question 15: Do you agree with our</b>	No – it would be more beneficial for consumers

implementation proposal that best tariff advice should include the provider's best tariff and with our draft guidance for subscribers on residential contracts that:

- a) providers should give residential consumers at least one and up to three best tariffs options;
- 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;
- c) one tariff should be the cheapest tariff available to the consumer receiving the advice;
- d) one tariff should be the cheapest tariff available to any consumer (if not the same as in (c));
- e) one tariff can be the cheapest upgrade tariff;
- f) one tariff should be a SIM-only tariff where the consumer has a bundled handset and airtime contract; and
- 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.

if Ofcom is prescriptive on the deal information that needs to be included.

The proposal to give ISPs a choice of 'one and up to three' options to present is problematic as it creates the opportunity for ISPs to use this email as a tool of retention e.g. send out a notification with the offer that is most likely to retain the customer and prevent them from looking elsewhere at the market.

Similarly, this does not create any standardisation on what different customers get offered in this notification. There is no obvious benefit to customers in different ISPs offering alternative package options – there must be a best practice.

Option (d) would be beneficial for customers as it is a good indication of the tariffs available in the market, even if they cannot get this deal with their current ISP as an existing customer

**Question 16: Do you agree with our proposed implementation on the timing of the end-of-contract notification?**

No – the timing needs to be standardised across all ISPs. Ofcom should work with consumers or look at precedents in other regulatory markets to work out the optimum timing to engage consumers.

From our experience 10 days is too short a period of time for customers that need help switching or that check their email infrequently

Giving a range of 10-40 days is unnecessarily broad and may allow ISPs to optimise when the notification is sent based on retention opportunity. Ofcom should work out best practice and standardise across all ISPs

**Question 17: Do you agree with our proposed implementation regarding the form of the**

We agree this should be sent as a standalone communication, in a distinct format and titled

<p>end-of-contract notification?</p>	<p>clearly</p> <p>Where customers have opted out of paperless billing they should receive a letter</p> <p>We believe to maximise consumer engagement and ensure customers to do ignore/ sweep over this notification, it is worth investigating whether this notification could come from a trusted authority such as Ofcom or Citizen's Advice</p>
<p>Question 18: Do you agree with our proposals to ensure accessibility of the end-of-contract notification?</p>	<p>Yes</p>
<p>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?</p>	<p>Yes</p>
<p>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:</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;</li> </ul>	<p>We agree that this information should be included. They should also confirm:</p> <ul style="list-style-type: none"> <li>• how customers can terminate</li> <li>• any exit fees applicable on additional services</li> </ul>
<p>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:</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</li> </ul>	<p>No – we believe Ofcom need to be more prescriptive on what options are included in this notification for the same reasoning as Q15</p>

<p>based on service packages that are most similar to what the consumer currently receives;</p> <ul style="list-style-type: none"> <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> <li>e) one tariff can be the cheapest upgrade tariff;</li> <li>f) one tariff should be a SIM-only tariff where the consumer has a bundled handset and airtime contract; and,</li> <li>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.</li> </ul>	
<p><b>Question 22: Do you agree with our proposed implementation on the timing of the annual best tariff notification?</b></p>	<p>Yes – we agree this should also be sent once a year to keep consumers informed on the money they can be saving</p>
<p><b>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?</b></p>	<p>Yes and they need to make consumers aware of the additional information regarding those contracts as per Q9</p>
<p><b>Question 24: Do you agree with our implementation proposals regarding the form of the annual best tariff notification?</b></p>	<p>We believe this should be sent as per the suggestions in Q17</p>
<p><b>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?</b></p>	<p>We still maintain that ISPs have the infrastructure in place to deliver this more quickly. As Ofcom is not dictating the medium of communication (for instance ordering ISPs to send out letters to all customers) ISPs should be able to implement this more speedily to benefit consumers</p> <p>If Ofcom are more prescriptive in the language and content of the notification this can also speed up implementation</p>
<p><b>Question 26: Do you agree with the way we plan to monitor the effectiveness and impact of end-of-contract and annual best tariff notifications?</b></p>	<p>Yes – this is appropriate. Is this with a view to refining certain elements the end of contract notifications at a later date/ outlining best practice?</p>

<b>Question 27: Do you agree with the impacts from the introduction of end-of-contract notifications we identify in our assessment?</b>	Yes – we agree with the points in 10.3. If implemented correctly this will be incredibly positive for consumers
<b>Question 28: Do you agree with the impacts from the introduction of annual best tariff notifications we identify in our assessment?</b>	Yes
<b>Question 29: Do you have any comments on the draft general conditions, set out in Annex A6 to this document?</b>	No