Full Text of Responses from Individuals

Respondent No.	Date Received	Submission in Full Text
1	24 September 2014	Hi there,
		I am a former employee of Starhub and a longtime subscriber of paid TV. As a longtime subscriber, I have had the experience of entering into a contract with the paid TV provider (Starhub) and then been told after the fact that certain channels have been dropped and will not be in the basic tier anymore and even suffered an increase in the price of certain channels without being able to amend or shorten the length or terms of the contract.
		A year back, Starhub signed me up to a one year contract with free low bandwidth internet so as to ensure that I continue to use their mobile and paid TV services. They dangled the provision of hub club discounts and three thousand reward points, which can be used to offset your month Starhub bill. However, a few months into the contract, they changed the terms of the reward points redemption which resulted in the usage of more reward points for a drastically reduced discount on your monthly bill. I had signed on a year long contract with all three of their services becos of the attraction of the bill discounts using the reward points and it was a major part of their sales pitch as well. To have them then change the terms of the reward points redemption structure midstream is unfair.
		In addition to this, there was also no advance warning on the expiry of the one year deal and impending ending of the free low bandwidth broadband (which I do not use) so I actually paid for the low bandwidth internet unknowingly when the bill arrived after the expiry of the contract. For my broadband internet two year contract with M1, there was also NO advance notice on the expiry of the contract and the option to terminate the service, which resulted in me paying for two months of broadband at very high rates. In addition, even though M1 had an existing promotion providing a reduced rate and a free broadband router, these rates were not provided automatically to me when I applied for the service. I had to enquire again for the promotion rate or I would've been charged the normal rate. On top of that, I was never offered the free broadband router and had to go buy a router myself. It was only upon reading the papers that I discovered that I needn't have bought a router as the promotion included a free router. But it was too late as I had bought the router.
		M1 also charged additional fees for GST even though they initially advertised the offer price as inclusive of GST. In the first few months the fee was inclusive of GST, then in the middle of the contract, the GST amount

		became an additional amount you must pay. Starhub has also done this and continues to charge GST as separate on top of its bill. I hope the enactment of the new amendments will help consumers get a fairer deal on services. With all three telcos being government linked companies a virtual oligopoly, keen regulatory supervision is needed to safeguard the welfare of the Singaporean consumer. Thank you once again for your exercise to enact these amendments. We look forward to these amendments being ratified. Warmest regards
2	24 September 2014	你们好! 我是受华文教育的,我购买新电信的光纤服务,配套有\$29.90的family+。虽然有几十个英文频道,可是几乎 没有用。
		我们请求换成同样价格的Jingxuan+精选频道时,不被允许。他们建议我们再花\$29.90买。而且,他们也不允许购买其中几个喜欢的频道,顾客要么买一个配套,要么不买。这点,新电信还不如星和。
		这种做法完全不为购买配套的人着想,无奈签了合同,又不能退出。只好,等合同到期。
		希望这个问题能够得到解决。
		一个顾客
3	24 September 2014	To whom it may concern, Below are my feedback in <i>italicised</i> font.

- **1. Unilateral contract variations:** MDA proposes to allow pay-TV subscribers to exit their contracts without early termination charges (ETCs) if unilateral changes by the retailers are detrimental to subscribers due to:
 - an increase in subscription fee; and/ or
 - a removal of channel(s); and/ or
 - a removal of material content within a channel.

At the same time, MDA recognises industry concerns of possible abuse and is also proposing that:

Consumers are only allowed to exit without ETCs no later than 30 days from the date of change.

Agree.

Retailers are allowed to charge ETCs for equipment not essential to the provision of the service, such as for laptops and tablets, subject to certain conditions;

- If a retailer takes the appropriate mitigating action(s), such as reducing the subscription fee, it may be allowed to charge ETCs for consumers who exit their contracts.

I have to disagree. If a consumer subscribes to a service specifically for a particular material and have no choice but to have other materials included as part of the requirements by the provider, and that material is removed, then the consumers is left with materials that is of no interest. A reduction is fee is of no use this case.

2. Forced upgrade of non pay-TV services: MDA proposes to disallow retailers from forcing subscribers to upgrade their non pay-TV services (such as broadband or phone service contracts) to make changes to their pay-TV services. However, retailers are allowed to offer such upgrades as options for their consumers' consideration.

Agree

3. Lack of awareness of important terms and conditions of service: MDA proposes to require retailers to bring to consumers' attention the following important terms before the contract is signed:

	presence of unilateral variation contract clauses and the applicable consumer recourse, if any; -
	This currently does not exist. I agree that this needs to incorporated in the T&C
	Retailers to obtain subscribers' consent to continue with the trial and/ or complimentary service, before they can start charging
	I agree. Either terminate the service automatically or get subscribers permission to continue service.
	4. I also would like to propose that providers make content preference easier instead of having contents grouped together with other materials of no interest. A minimum subscription amount should be sufficient enough while allowing subscribers to choose the exact content they prefer.
24 September	Dear Officer,
2014	I refer to the propose change as published at http://digital.asiaone.com/digital/news/mda-seeks-feedback-pay-tv-consumers-breaking-contracts-no-penalty
	I wish to suggest that the proposed clause - Consumers are only allowed to exit without ETCs no later than 30 days from the date of change;
	to be considered to revision to 30 days from the date of change provided there is explicit notification prior to the date of change, in the event if there is no explicit notification to individual affected customer, such as those that were published in newspaper on changes of certain programmes within a channel subscribed, the duration should be longer, no later than 60 days for example.
	This is because consumers (subscribers) of be it TV programmes, mobile subscription and broadband subscription may not notice any changes to the service delivery until say a certain TV programme that used to be played in subscribed is no longer playing, or usage of data size of around 2GB - 4GB when the data size is reduced but not immediately apparent until additional charges are listed in the next billing or the upload speed is reduced or restrictions in bandwidth is levied on broadband plans to reduce download / upload speed for bit torrent programmes / digital TV subscription such as PPTVand so on. The various examples given are all not obvious, but very real happenings that could occur.
	24 September 2014

		The best practices is for retailers to inform explicitly and specifically to each customer detailing the changes with termination reply and due date, however this seem to be not a requirement thus I hope the duration for consumers to exit could be extended to no later than 60 days from the date of change to enhance protections of consumers.
5	24 September 2014	Dear Sirs, Would like MDA to do more benchmarking of prices of program packages and set-top boxes. Allow more Internet TV program operators so that the prices are competitive. Concerning set-top boxes, we were so pushed to more to digital set-top boxes as Starhub had overpriced the old analogue boxes saying the costs to maintain it is higher then digital. This is same as what they had done to move prices of packages up giving customers without a choice. Why previously, we were allowed the buy our own set-top boxes as Starhub did not want to absorb the costs but today they make good rentals for set-top boxes and do not allow people to own them anymore and imposed a new screen content charge leaving consumers no choice as they were under contract. Why every setup box must have a steen content charge as it prices of these are exorbitant since the cost to connect the TV to the set-top does not cost anything as this is already incurred by the set-top itself. MDA must have some price controls or allow others to provide services such as set top box including cheaper screen content costs. Warmest regards
6	25 September 2014	Dear Sir. I am currently under contract with Starhub for cable TV. During my course of contract with them, my old table top receiver was out of order, went to their service Centre for an exchange and was told that such devise is no more in production. Have to pay for additional monthly fee for the new receiver as old one is free without monthly subscription. Would appreciate your looking into these matter under MDA proposed change.

		Thanks & Best Regards.
7	25 September 2014	Hi,
		I am glad that MDA is doing something to protect the consumer.
		I am giving my feedback on my recent issue with Starhub Cable TV.
		When my 1 year contract was about to expire, I received a letter from them to recontract for 24 months. Before renewing the new contract, I called them to check on the new pricing and was told that the price remain the same. So I sign- up online. When I received the invoice, I was surprise that the price was higher. I called them and was told that they will check and get back the next working day. Even I email them, they also say will get back to me. Weeks passed and not a single call from them. Eventually I had to take time off and go to their office to resolve it. I ask whether I can cancel the contract since my old contract still valid for another few days but was told that there will be a penalty fee of \$\$300 as they had already key-in the new contract. But I told them I did not received any new contract after signing.
		My point is, there was no contract given to us when we renew. Also, when they sent the letter for us to recontract, they should also list the price of the new contract of my package. Why is there a penalty charge when we are their customers for more than 15 years and no equipment given.
		Best regards
8	25 September 2014	Hi
	2011	While I do understand why MDA included the 30 days rule, I do not agree with it. Some consumers who do not monitor their bills closely or do not watch the altered channel regularly may not be aware of the change.
		I propose that either the 30 day rule be dropped or any changes in pricing be allowed only when the consumer renews the contract. And if the channel is dropped, the provider should deduct the fees accordingly for that channel eg. A ratio of the viewership of the channel in that group i.e. Group 1 has 5 channels and channel A was to be dropped, a ratio of the viewership across the 5 channels could be used to determine the value of the channel and have it deducted accordingly in that plan.

9	25 September 2014	Hi, I have another point to bring up on the ETC. For my case, I wish to downgrade (remove a TV content in my package – which is the BPL). This is not really terminating as I'm still paying for another package, which is roughly around \$20 cheaper every month. So if they're going to charge me for the ETC, shouldn't they take the difference (which is \$20) and multiply by the remaining months? Instead they charge me the full ETC, which is \$1K+. Meaning I've to stick with this plan. I think a bit unfair for the consumer. Regards.
10	25 September 2014	Hi I signed a 2 yrs contract with Singtel on 14th Nov 2013. I am a loyal customer for many many years but this time it really pissed me off. On that day, Singtel offered me a package, fibre entertainment bundle, containing home bundle with all the necessary programmes at the cost of \$\$65.33 (before gst). When i reached home and a few hours later, i discovered that my chinese programmes will all gone. I am left with only the English programmes and one Taiwanese hokkien programmes which i was not informed at all. I called up Singtel and they told me the packages i signed does not contains any chinese programmes. If i want it back, they will charged me \$\$22.72 for it, which i was left with no choice but to pay for it. I cannot cancel the contract as i had signed it and i am stucked with it tilled today with much disappointment. I feel being cheated by the telco. Thanks for reading my case. Best Regards.
11	25 September 2014	Hello I recently renewed my subscription to SingTel Fibre Entertainment Bundle. The default package came with Family+ of 54 Channels, most of which are English channels.

		Any subscribers who want the Chinese Jingxuan+ of 28 Channels or the Malay Inspirasi+ or the Tamil Kondattam+ need to pay extra for them. Subscribers are not allowed to opt for, say, Jingxuan+, priced at \$29.90/month, in place of Family+ that is also listed at \$29.90 but are compelled to have Jingxuan+ in addition to Family+, which they do not want, and pay extra. I am afraid this is not a fair practice to customers. Grateful if you could look into it. Thank you. Warm Regards.
12	25 September 2014	Dear Sir/ Madam
	2019	I am one of those who hardly watch TV; so pay-TV program never attracts me.
		The situation with the Telcos now is that they bundle the services viz fixed line, internet and pay TV together as to almost subsidize the last service (pay TV).
		Even if I do not subscribe to pay TV, the bundled price for fixed line and internet is just less than \$10 cheaper than that of the bundled 3 services. It seems to me that the Telcos are using the essential services of fixed line and internet to cross subsidize the not so popular pay TV.
		There are enough information and entertainment on the internet and we do not need pay TV but the package bundling makes it such that it is almost close to free to subscribe to pay TV. In actual fact, they are using the first 2 services to cross subsidize the pay TV.
		Why are Telcos introducing a service (pay TV) that not the majority of the people here in Singapore want? And to recoup their costs, they make it less attractive for people who do not need pay TV, not to have it.
		One can just look at the un-popularity of pay TV by looking at the low percentage of such users.
		If it is popular, do they need to do such bundling?
		My wish is that the Telcos can charge lower fees for internet and fixed lines, if I am not interested in their pay TV.

		Thank you.
		Regards.
13	25 September 2014	I strongly feel that Telco companies/dealers/agents must inform a consumer/new applicant what service(s) their company are already providing to a particular residential address when a consumer is applying for new or additional service(s) (regardless who the person is who signed the existing contract, that is, not tagged to a person ID).
		These Telco company's dealers/agents and call centre will never ever tell a consumer/new applicant what service(s) their company is providing to a particular residential address even when you are at their reception/counter applying for a new or additional service(s). Can 'UNDERSTAND WHY?' and for obvious reason! When or if asked why they do not know, their standard reply is that they need to know the ID of a person not the address (this complicates the matter when new tenant moves in to the apartment/house.). Cannot believe it!
		If a consumer/applicant know what service(s) is existing in a particular residential address, this may trigger him/her to reconsider whether to still apply for new or additional service(s) (or transfer/take over the existing contract) for example, applying for new cable TV + cable internet + home phone when there is already an existing fibre internet contract. This will reduce the problem when the consumer comes to know later that he/she has 2 internet accounts in one address and would want to terminate the existing fibre internet and as such, will incur an early termination fee! If not, the consumer has to keep on paying the monthly fee for the fibre internet (and the new contract) until the fibre internet contract expires!
		In the above situation, whichever way, the consumer is on the losing end! Hope MDA will look into this situation!
		Cheers.
14	25 September 2014, 25 October 2014	Hi, Noted the consumer protection initiative by the MDA.

Please also review protection initiatives for consumers who do not get the service they have signed up for.

Consumers are often 'duped' into signing up for certain speeds of internet data only to find themselves receiving lower speeds. The justification of the providers is that these are 'up to' levels as stipulated in the contract. They of course fail to mention this at point of sign-up where they clearly emphasise only the maximum speed.

Also consumers like me who have signed up for Mio TV who have lived with an atrocious quality of transmission and a faulty set-top box which restricts further my TV experience.

Even though Singtel has admitted to their contractual obligation failure my ongoing spat with Singtel has me on the losing end as I am unable to convince Singtel to terminate the service contract which obligates them to provide me with uninterrupted viewing of their programmes. My ccs of correspondences with Singtel to MDA has yielded no measurable response from MDA.

Singaporeala Huseini Jabirbhai

Warm regards

Dear Mr Fong,

Thank you for attending to my feedback and taking the initiative to look into my complaint on the issue of Mio TV.

I am unsure where you received your information on the resolution of the issues but from where I stand, the 'resolution' was literally shoved down my throat.

Singtel refused to terminate the contract and offered me some months of rebate as compensation which did not amount to the quantum loss of service.

I still have Mio TV and I still use a faulty Set top box. It may not be as faulty as the previous boxes but the point being, and I repeat, 'failure of contractual obligation' by Singtel.

		I do hope IDA will address that particular issue and not rest on any supposed resolution which one party may have alluded to. Thank You Singaporewala Huseini Jabirbhai Warm regards
15	26 September 2014	Hi I would like to feedback on the above mentioned topic. On the issue of lack of awareness of important terms and conditions of service, my experience of signing up for cable tv over the years is that the confusion is often arise from the way promotions are advertised. for instance, Starhub now have the various HD packs, Combo packs, etc Under the separate packs, it list down the number of channels on offer from each group. In contrast, I feel that long term subscribers are more aware of channels in the form of 3, 4, 5 basic tiers, etc. If channels on offer are all the channels from a group, why couldn't they simply advertise it as that or alternatively if it wasn't, list down the specific channels on offer? A way of protecting consumers is to ensure pay tv providers use consistent terms/descriptions in the way they advertise/ sell their products. Additionally what happens if subscriber wants to sign up to additional channels other than those from list down from the pack? Such info should be given in advertisements. MDA could perhaps consider monitoring advertisement from service providers and monitoring service providers' websites to see that such info is easily available and are easily understandable to the consumers. Lastly, staff training. Regardless which pay tv or telco or internet service provider, there are always some good and some bad customer service / sales personnel. Poorly trained staff result in inconsistent message/ info being to consumer that is one person saying one thing, and another person saying another to the consumer. MDA could emphasis the need for service providers to better or more training to their staff. Thank you.

16	27 September 2014	Hi MDA,
	2017	Starhub always increase their subscription without informing consumers.
		I've very bad experience with starhub. After 2 years contract with starhub cable TV and phone. Starhub did not inform the consumer about contract expiry date and increase the fee without informing me. When I called starhub, I was informed that my contract expires and they are charging the non - promotional rate for renewal. What an unscrupulous provider!
		I believe Starhub MUST inform the consumer at least 30 days before the contract expiry date so that we are able to make informed decision upon renewal. I demand starhub to compensate consumer for such practice.
		If a telco is able to send consumer reminders/letters for outstanding payment, I can't find any reason why starhub refuse to send renewal notice to consumers when the broadband, TV or phone contract is due.
17	27 September 2014	Dear MDA,
	2014	With regards to the proposed recommendations to enhance consumer protection measures under the MMCC, may I make the following feedback:
		1. The measures related to <i>material content</i> are important and necessary. Currently retailers only mention in the contract the channels rather than the content which could be moved to other channel. It is also important that those content advertised in any media should be considered as <i>material content</i>. This is to avoid retailers only classifying very limited or no <i>material content</i>. For example, SingTel Mio TV's World Sports Pack contains various sports, most of which are popular and often advertised. It will be disappointing if SingTel is able to say that there is no <i>material content</i> within the channels in World Sports Pack and therefore, circumventing these rules.
		2. The 30-day period for customers to exit without ETCs should only be applied provided the subscribers received the 1-month written notification by mail or e-mail in advance for 1.a. an increase in subscription fee, 1.b. a removal of channels, or 1.c a removal of material content within a channel. This is to avoid retailers only making the notification online or through newspaper.
		3. The option to allow retailers to charge ETCs for equipment not essential to the provision of the service would not be fair to the customer or could be open to abuse. This option leaves the retailers the power to decide the

		proportion of the contract value deemed as the value of such equipment. For this option to be included, the value of such equipment should not be more than the contract value less the prevailing value currently in offer for the same service without the equipment. 4. The option to let retailer take the appropriate mitigating action(s), such as reducing the subscription fee is inherently unfair. This option can only exist jointly with the option for the customer to exit the contract without ETCs. 5. Presence of unilateral variation contract clauses should only exist with applicable consumer recourse. The law should make it illegal to have such presence of unilateral variation contract clauses without applicable and equivalent consumer recourse.
		 6. Retailers should not be allowed to circumvent the proposed measures by charging customer other fees when the customer has the right to exit the contract without ETCs. 7. In absence of any new agreement duly signed by subscriber OR where retailers are allowed to change the service at / after the end of the contract without subscriber's consent, the subscriber should also have the option to terminate the service without any fees when and after the contract expires.
		Best regards.
18	27 September 2014	Refer to the following :
		The proposals being consulted are aimed at addressing three key areas of consumer concerns specific to the provision of pay TV services, namely (a) unilateral contract variations, (b) forced upgrade of non-pay TV services arising from changes in pay TV services, and (c) lack of awareness of contract terms. With the introduction of the Personal Data Protection Act ("PDPA"), MDA also considered the relevance of the provisions in relation to the protection of subscriber service information in the MMCC in light of the PDPA. As part of the review, MDA also proposes to transfer certain consumer protection conditions from the respective broadcasting licences to the MMCC to increase consumer awareness of such conditions, and to encourage transparency. These conditions include (a) the requirement for licensees to publish charges, terms and conditions, and (b) ongoing modifications related to notifications by licensees to subscribers for increases in subscription rate and changes to channel line-up that are detrimental to consumers, and for termination of service.

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		My proposals :
		 Itemise the bill for each channel (Reason : for cross carriage) Separate delivery and content. If possible have only delivery companies. And allow any one or companies to put the content directly by meeting the minimum standards, e.g number of subscribers to meet costs. Content should be split into live or delayed / stored. Live should be more expensive than delayed. All live content should be cheaper after a day. Government to take all measures to reduce common costs. For example, require no set top boxes as TV or other audio / video browsers come with internet browser. This will allow mobile devices to view content. Key content should be auction – sports match and the average costs should be not be higher than any countries Thanks and Regards
19	27 September 2014	Hi, I was a victim of an unilateral upgrade of my mio tv services last year and I wrote in to MDA seeking help. (CRM:0692041) The response back then was MDA does not interfere with pay TV retailers' commercial pricing and bundling decisions as there could be adverse effects on the industry. I'm glad MDA is finally doing something to protect the interest of consumers against the telcos. I feel that the main reason why the consumers are held ransom by the telcos is mainly due to the similarity and pricing of the services/packages offered by the 3 main service providers. Take me for an example, when my mio tv price went up to 69.90 from 39.90, I had no choice but to stick with Singtel. The price was raised during mid-season and there is no other service provider in SG who can provide me with a decent pricing compared to my old scheme. Why? Because the other telcos are paying singtel the same price for cross carriage. MDA should encourage telcos to package their products differently and encourage competition rather than choosing between package 1/2/3 from all the telcos. Take World Cup for another example, SG fees is the highest among Asia, if not, the world. Most of the service providers in the world are using advertisement and other means of income to compensate for the FIFA fees to broadcast the program. Only SG telcos are transferring the cost to consumer and at the same time pocket all the profits from the other means of incomes arising from the event.

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		Government should consider taking over the negotiation of broadcasting fees for sporting events as a nation and sublet to the various broadcasting medias. Why let the competition between the telcos hurt the interest of Singaporeans? SG football has never been the same since the Malaysia league days where Singaporeans can get to catch footballs matches (domestic and international) on free-to-air tv.
		The recent iphone 6 pre order saga is also another area where MDA should look into. I believe the telcos know the exact number of sets of iphone 6/6+ stocks during the initial launch. But due to whatever reasons, they allow customers to oversubscribe during the pre-order and caused a lot of unhappiness during the registration. There are even rumours that the site was leaked prior to the registration (later confirmed by the CEO). Till date, there is still no stocks for the customers who have preorder the iphone 6+. Does it constitute to deceit in a certain degree?
		Lastly I would like to provide comments on the punishments meted out by the authorities. By fining the telcos for failure to uphold the standard is a waste of efforts. Look at the transport system, government fined the service providers for the breakdown and within a blink of an eye, the service providers are asking for fee hike and approved by the transport council. The eventual cost of the fine will be transferred to the consumers. Authorities should consider taking away exclusive broadcasting rights, barring price rise for years and taking away license of possible punishments.
		Regards.
20	27 September 2014	Dear Alicia Chay,
	2014	Many thanks for sending email to inform me on the Media Market Conduct Code public consultation exercise. It is timely for this update. Besides the contract & pricing issues, I would like the Code to specify the min Quality of Service (QOS) expected from the Service Providers for such pricing level for pay TV services. The present QOS for pay TV services from Star Hub is far from satisfactory.
		Service Providers should NOT screen commercial advertisement in between the paid TV shows or any paid TV sport screening, especially the Golf Channel where consumers pay to watch the channels. Just like big screen cinema screening, commercial advertisement can be allowed at the beginning (before the start of the pay TV movie or show), subject to a max duration of 5 minutes for every paid TV hour and NO commercial advertisement is allowed in between the paid TV shows. The total duration of commercial advertisement is subjected to a max of 10 minutes per show or per program. Service Providers would be entitled to a 10 minutes

		max advertisement for a two-hour pay TV movie. We deserve un-interrupted show when we pay for such TV programs. This is to recognize that commercial advertisement helps to reduce or maintain broadcasting cost. Commercial advertisements include product advertisements, paid TV or TV show introduction for on-demand TV shows or anything other than the paid TV show. Such introduction of new paid movies can be screened after the pay-tv show ended, subject again to a total max of 5 minutes per hour. A golf tournament show may take 5 hours, the Service Providers have a total of 10 minutes for advertisement. Unlike free-on-air TV broadcast, the service Providers are allow a max of 15 minutes per hour of advertisement to support the cost of free-to-air screening. The next point is break down of pay TV service. Just as we expect our trains to run efficiently, we expect Service Providers to maintain un-interrupted pay TV services. Consumers should be compensated for any major break down of pay TV services with free contract extension or other forms of fair compensation. Please bear in mind the min QOS expected while you discuss on cost & contract or program issues with the Service Providers. Regards.
21	28 September 2014	Hi With reference to the call to give feedback on TV contract of service I would like to feedback the following. Had 2 very recent experience with 2 service providers for my recent renewals of broadband and converting from asdl to fiber (was told they will terminate asdl and only provide fiber). Both service providers want us to agree to the contract renewals/changes via verbal consent. Have requested for hardcopy of the contract before giving the verbal agreement but both companies seemed very reluctant to do so; one finally say need to seek higher level approval to give us anything in black and white. Didn't receive by committed date and have to write a written complaint before finally received an email on what we discussed (broad terms) but unfortunately not the final contract. I was hoping to see the fine print details but sadly nothing on that.

	I think MDA/IDA should stop all verbal contractual agreement as it is disadvantage to the consumers - as fine print conditions are not available to the consumers. The reluctance to send the actual contract to consumers before verbal agreement tend to indicate there may be some fine print that exists that consumers may not be aware of. Don't believe me try calling say Singtel or Starhub to renew any of the contract yourself. Rgds
22 28 September 2014	Dear Assoc. Prof. Yaacob Ibrahim RE: Consumer feedback on concern of MIO TV current business practice I am your fellow common Singapore and also Singtel MIO TV customers. I sign up the bundle of boardband, MIO sports with BPL and phone line costing \$\$100+/month mainly for my aging father who retired at home after diagnose with a lung complication. He is a soccer fan and I thought that I should give him as much as possible within my means in his remaining life. I had been traveling 50% of my time working oversea and seldom had time to use their service. Yesterday is the few Saturday I had in Singapore, and my father is excited to pull me front of the TV to try to watch some matches together while catching up with each other. I am surprise that there is a new Channel call MIO Sports Channel created and we are denied access to the matches despite subscribing to MIO Sports bundle and BPL. It had been a very bad experience contacting MIO TV on Jan 6, 2013 1900hr and had been on the line for 45mins mainly waiting and got bombarded by sales pitches. I had spoken to Kelly Aru (Senior Staff) regarding Mio Sports Channel. MIO TV response had been very disturbing and I will like to highlight my concern. 1. Hard selling to close deal without explaining contract detail especially on the termination clause 2. Confusing consumer by refusing to address concern highlighted and questions

I did some research after the call and will like to seek your advice and assistance on below:

1. IDA had published a guideline - INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY OF SINGAPORE, TELECOMMUNICATION ACT (CHAPTER 323) ADVISORY GUIDELINES ON CONTRACT PERIOD AND EARLY TERMINATION CHARGES FOR TELECOMMUNICATION SERVICES OFFERED TO END USERS 21 January 2011.

This guideline clearly stated that - For End Users to be able to make an informed choice when selecting which Licensee and which type of service to subscribe to, Licensees must also inform End Users of the relevant contract period and ETCs pertaining to its service offerings before End Users subscribe to its services, as required under Subsection 3.2.2 of the Code. Licensees should also obtain expressed written acknowledgement from End Users that they have understood the ETCs applicable to their service agreements.

- a. Is pay TV services cover under this guidelines?
- b. If not, how can we protect consumer and which act or guideline we need to refer to?
- 2. Mr Lui Tuck Yew back in March 2010 declared below:

The new regulations, though, will apply to all contracts signed from Friday, said Acting Minister for Information, Communications and the Arts Lui Tuck Yew, who announced the changes in Parliament. He added that the new measure will not apply retrospectively to existing agreements such as the 2010 to 2013 BPL broadcast rights.

This means that SingTel will not have to share its 2010 to 2013 English Premier League live broadcasts with StarHub, although the company that wins the right to show the 2014 EPL will have to do so. The Straits Times understands that most pay-TV contracts are for two to three year durations, so most pay-TV programs should be viewable on all set-top boxes by 2013, and many before that.

This move, a major overhaul to how pay-TV content is bought, sold and distributed, is also acknowledgment that the intense competition between the two rival pay-TV providers has hurt consumers in convenience, choice and cost.

A Government study on the pay-TV market, for instance, found that out of the 179 pay-TV channel, only seven are common to both players. And of 16 channels popular with viewers worldwide, Singapore was the only country that had exclusive arrangements for all the channels.

Costs to watch sports programming too, had risen, from about \$33 in 2000 to \$74 today. This situation, said Mr Lui, was 'unlikely to self-correct in the near future, and steps need to be taken to address this market failure'.

- a. What is the loop hole that happen resulted that MIO TV created new MIO Sport Channels in September 2012 and Starhub still do not have the content of MIO Sport Channel like FA Cup?
- 3. I cannot understand the logic behind this 12 months contact implemented by MIO TV. Their act violates consumer freedom of choice and exploits consumer's rights to 'Pay as they view'. This becomes a monopoly situation.
- 4. Although MIO TV abide by the guideline of pro rated early termination fee, they will further segregate and introduce new Channel for hot program yearly to further tie up customer after 12 months of contract expired for most of their customer example like the introduction of MIO Sports Channel in September 2012.
- 5. I had been traveling the World and while our Government had put in a lot of effort/good work improving living standard, the escalating cost to every aspect of life is contradicting the theme of wanting to have an inclusive society.

While market forces determine demand and supply, it is a losing equation to all Singaporean when for the same programs; we are paying much more than the rest of the world.

My 2 cents worth of thoughts.

Anyway, I had consulted my father and had requested MIO TV to cancel all my current services. They had made it very difficult and 'highlighted' to me on early termination charges of S\$1000+ if I am to terminate it now.

All these business practice is very low class act which cannot exist in our society if we seriously wanted to work towards inclusive and gracious.

Is there any plans in place by government to help ordinary Singaporean to pay reasonably to have assess to good cultural, sports programs which will enhance family cohesiveness? Or are we seriously moving towards a class system society that only the rich can enjoy such common services even common Chinese can watch it on internet PPTV in China which is free?

		Sincerely.
23	29 September 2014	 Allow subscribers to pick channels/channel packs a la carte style and exchange channels/channel packs they have no interest in with those that interest them. For this to work, each channel/channel pack has to have an imputed monthly value agreed to my MDA. Example: those without young children would have no interest in the Disney channels and should be able to exchange them for channels of similar value. Require providers to refresh scheduled and on-demand content on a minimum monthly basis. As an example, many of the Sundance Channel shows are at least 4-5 years old. MDA to mandate that promotional offers available to new subscribers be made available to existing customers as well. Do away with registration fees. Doesn't make sense to have to pay to be a customer.
24	29 September 2014	Dear Sir We feel that all the paid TV contract should be on monthly basic or be limited to one year in maximum. Nowadays, people can watch free TV show via TV box or without TV box. Starhub Cable TV has recently asked people to enter a 2 years contract; we feel that it is a big bully. We refuse to take up such arrangement. Best regards.
25	30 September 2014	To Whom It May Concern, I am writing to voice my concerns about the level of consumer protection when it comes to pay TV in Singapore. I have been living in Singapore for the last 7 years and find the contracts which pay TV suppliers make consumers sign in Singapore to be reprehensible. The first problem is the lack of choice. Starhub has a virtual monopoly on pay TV in Singapore. I know Singtel also offers pay TV through their MioTV service, but due to the much larger number of channels Starhub is able to offer, MioTV is not a legitimate alternative.

I suspect this monopoly on payTV contributes to the abhorrent customer service and lack of consumer respect at Starhub. The mere fact that a consumer must sign a 2 year minimum contract to obtain any sort of discount or "deal" from a pay TV provider in Singapore is tantamount to highway robbery. It is basically contractual extortion. Starting with installation appointments which may take weeks to arrange, there is absolutely no protection for the consumer. If there are problems with the pay TV service, such as weak signals, no service for days, etc., all Starhub does is say sorry and they will take a look at the problem. Nothing happens until at least the 3rd complaint call at which point the consumer must yell, curse, berate the customer service operator into finally brining a manager into the conversation, at which point the manager arranges a technician visit, which also can take days to arrange. When the consumer finally reaches a point where they are so fed up with the abysmal Starhub service and wishes to cancel the service, they are not able to because of the stupid, binding 2 year contract! The consumer is locked into staying with Starhub until the contract expires or paying a huge extortion price for cancelling the contract. The consumer is left to pay off the remainder of the service contact, basically paying for services which does not work in the first place! When my Starhub contract finally expired, I went to Singtel to consider the alternative, but the lack of available channels and the same requirement for a 2 year contract (?!) left me with no alternative at all. Needless to say, I am not a happy consumer in Singapore with pay TV. This not only applies to pay TV, but Internet services offered by Starhub. Every service call I make to Starhub increases my annoyance with the company and Singapore in general. It is a hugely unpleasant experience dealing with Starhub. In addition, when I ask if there is any consumer

protection agency I can complain to about their service, they say no...and I am bound by my contract to continue with their service until it expires.

In conclusion, I feel there is absolutely no protection for the consumer in Singapore when it comes to pay TV. Hopefully, you will be able to put in place some measures which can assist.

Sincerely.

26 1 October 2014

It's good that MDA finally takes action in that direction. One should not be locked in for the duration if/when terms of contract change.

		Also, don't like the idea of a telco telling the customer that they do not announce their offerings in advance (eg if they'll will broadcast Ryder Cup, US Open etc) b4 one signs the contract for 2 years. It's not fair to sign up and get locked in for 2 years for a "maybe". Currently the system sucks 'cos it's like paying for a goody bag with no goodies in some cases Wd appreciate a fair safe-guard in place indeed!
27	7 October 2014	 Length of contract - more options should be given, eg. 6 months/12 months/etc. rather than only 2 years contract currently. Set Top Box: Rental of set top box - there should be a limit on the number of months such rental is being charged to recover the cost of the STB. After which, the STB should belong to consumer and not required to return to the SP. Return of set top box - sometimes the SP requires return of old STB in exchange of new STB but demand that the old STB is in good condition. This is unreasonable as due to wear and tear over long period of time, some degradation is unavoidable. Moreover, the cost of the STB would have been more than adequately covered during the period which consumer pays for the rental of the STB. Cannot just have cable TV service alone - Singtel MIO TV requires consumer to have either a phone line or broadband line in order to subscribe to the TV service even if one doesn't need a phone line or broadband line. This is extra cost to the consumer and Singtel should be directed to include such additional costs (in bold print) when advertising for its MIO TV service. Thanks.
28	9 October 2014	 I refer to the matter herein. Currently, only Starhub and SingTel are providing the pay-TV. Effectively, what we have is a bi-poly arrangement. This has given rise to both these two networks to determine and set prices and charges, sometimes unreasonably.

		 Take the rental charges for TV setup boxes for instance. Starhub charges between \$4~6 per setup box per month while SingTel charges up to \$13.92 monthly. These so-called rental setup boxes are charged every month without any cut-off date. The question that arises is: Is this fair? These setup boxes are essential devices which should be provided by the service provider as part of the subscription TV viewing package when a subscriber signs up. It may have a cost but as soon as such a cost is recovered, the rental charges should stop and not be a recurring charge that runs for years. The true cost of the setup box cannot be anything more than some \$20~40 each at most. Why is it that MDA allow these two bi-poly entities to get away with profiteering, which is what it is? Shouldn't there be a cut-off point for the said charges to stop once the initial cost of providing the devices have been recovered? By allowing the service providers to profiteer from setup box rentals, the Government is condoning a practice that is not only unhealthy, it adds to the burden of consumer-subscribers who are already crumpling under the unbearable weight of escalating costs of living in Singapore. I trust MDA will look into this insidious practice of Starhub and SingTel. Thank you. Unhappy Singaporean
29	10 October 2014	Dear Ms Lee Ee Jia, With reference to the public consultation on review of consumer protection measures in media market conduct code, I would like to quote an example where a consumer is unfairly tied to a contract and forced to pay more. I have recently renewed my 2 year pay TV contract with Starhub. I was encouraged to change the setup box to a HD box. I was informed that I would be able to receive the HD channels which I was not able to. On the impression that the additional monthly rental charges would enable me to receive more channels, I took up the option. It was only upon installation and subsequently further checks that I realize that I could not receive the HD channels unless I specifically subscribe to the HD packages – which again is additional charges. Being aware of the packages I subscribed to, the Starhub customer service should not have given me the wrong impression just to get me to switch to the HD box. Attempts to change back the box was denied

	by Starhub given the reason that they were phasing out the box. While the amount is not significant, I felt that I was unfairly forced to paying additional monthly.
18 October 2014	Dear Sir/Madam, Your feedback request is timely. For the last year or so I have completely exited all contracts for TV, broadband and mobile phones as I realised that these eventually become expensive. Currently I use Viewqwest for my broadband without contract. Let me explain the reasons why - When the fibre broadband was launched, I took up a subscription with Singtel as I thought it would be good to watch both MIO TV/ EPL Sports and use the broadband services for home. I was on a pack called Kondattam with 2 year contract. When I added some additional channels, I ended up extending my contract without realising. Eventually I realised that the prices are going up and I need to separately pay for special events. The broadband was also not best in class and did not offer fixed IP facility which the completion was offering. On completion of contract, I closed my account and shifted to Viewqwest who are giving me a service where I pay for what i need. However I am not able to make use of TV services of Singtel or Starhub as they are not offered over Viewqwest broadband. Here are my suggestions to make it easier for subscribers and also to instil better competition. 1. Delink broad band plans from TV plans i.e. a subscriber should be able to get a Viewqwest or similar other broadband provider, but still be able to subscribe separately to star hub or singtel TV services by either getting their settop box or some secure login capability over internet. This would enable that both the broad band plans and the TV plans remain competitive. 2. Transparency in pricing between contract and non-contract TV channel subscriptions. Simpler and more affordable individual channel subscriptions without bundle offering. 3. Ability to exit contract without penalty, if the subscription bundle offering is discontinued or changed at any point in time. 4. Introduce a pure play TV services provider (without mobile, broadband services) who can then offer competitive prices. They should be able to stream over any of the existing br

		 5. Mediacorp look to procure licenses for global events like World cup football and offer it at reasonable price. This would then send a message to Football associations who are looking to exploit the demand. This is being done in many countries where world cup is offered free. 6. Why overload viewers with a lot of ads when the channels are already available on payment. It seems that the TV services providers benefit from both the ad revenue and subscription revenue. There should be some oversight on this. Regards.
31	22 October 2014	Dear MsChay As requested I am submitting feedback recommendations with regard to my decade long experience for SingTel subscription to pay TV. These statements are deeply abbreviated after much deliberation: A. In reply to my previous queries MDA has always stressed that content is solely at the discretion of SingTel since content negotiations + availability changes all the time. However what this does is simply to give the provider free range to advertise - for short periods of time - premium content they can simply take away once annual or biannual contracts are locked in. This is extremely unfair + analogous to false advertising which we all frown upon. I understand the difficulty of policing such violations but surely Like for Like substitutions should be a guide that MDA must police for. For example when I first subscribed BBC News was offered then taken away. There has never been an adequate substitution with current offerings from Russian, Germany + France [now removed] - which cannot in any way approach the range + experience of what is being replaced. B. Sole discretion also means SingTel can choose to air a popular program then in its 2nd Season offer it for subscription only. This is again deeply unfair advertising tactic + subjects the consumer to extra costs if he or she decides to continue watching. C. There is currently no way out of a contract for extended overseas travel or other legitimate suspension requests. For instance I was away for summer courses for 4 months but had to pay for ongoing service. The 2year contract is especially onerous. D. Sports content is prohibitively expensive as it stands. It is unreasonable to expect consumers to pay whatever price companies bid for content. For instance all games of the World Cup are offered free in many

countries. Whether due to prestige, competitive or unsound reasoning Singaporeans pay some of the highest rates in the world for such events under sole control of the providers.

In summary while MDA cannot be expected to police the minute of every content decision there must be some oversight based on principles of fairness + basic consumer protection. As things are MDA is allowing sole discretion of the providers to mean they can squeeze all they want for preferred content - they can dangle or take away at their whim - without fear of punitive arrangements that would keep them on their toes. Providers are not national service companies but out to increase profits annually with whatever legal means possible. MDA is the consumers main line of defence + should be far more active as such.

Thank you.

Sincerely.