

Case Reference	R/E/I/002
Title	StarHub Mobile Pte Ltd's Early Termination Charge for its Mobile Service
Case Opened	7 February 2001
Case Closed	27 February 2001
Complainant	IDA initiated enforcement proceedings on its own motion.
Respondent	StarHub Mobile Pte Ltd ("StarHub Mobile")
Case Summary	<p>IDA received feedback that customers who purchased a SIM card-only connection without discounted handsets or heavily discounted service subscription for StarHub Mobile's service during the festive season, were liable for similar early termination charges as those who also bought discounted handsets. IDA was concerned that the contractual period of 12 months and early termination charges ranging from \$280 to \$400 imposed for service requests of this nature was excessive.</p> <p>IDA initiated enforcement proceeding under Section 10.3.1 of the Telecom Competition Code ("Code") as it had reason to believe that StarHub Mobile had breached Section 3.2.5 "Prohibition for Excessive Early Termination Liabilities" of the Code.</p>
IDA's Determination	<p>During the course of investigation, IDA found that customers who signed up for StarHub's SIM card-only connections with a minimum subscription period of 12 months during the festive season promotion were only liable for an early termination charge of \$50 to \$70, instead of the \$280 to \$400 premature termination penalty. StarHub Shop had issued the wrong letter of undertaking due to an operational oversight. StarHub Mobile would not impose the penalty under the form signed by the affected customer.</p> <p>In the circumstances, IDA concluded that StarHub Mobile did not breach Section 3.2.5 of the Code.</p>