



FIBRE TO THE PREMISES – POWER OUTAGES – PROPOSED DECISION – T1557G

SURE (GUERNSEY) LIMITED RESPONSE – 21 MARCH 2022

1. Sure (Guernsey) Limited (“Sure”) is pleased to respond to the Guernsey Competition and Regulatory Authority’s (“the GCRA’s”) proposed licence modification regarding emergency calls in a Fibre To The Premises (FTTP) environment.
2. This is a non-confidential response and Sure is happy for it to be published by the GCRA.
3. Sure welcomes the GCRA’s review of the licence changes required to enable fixed line providers in Guernsey to compliantly provide voice services to local landline customers, via an FTTP network, rather than a copper-based one.
4. This topic is of critical importance to our business. We are preparing to start an island-wide migration from copper to fibre-based landlines, and in doing so, remove the default capability of fixed line customers to be able to contact the emergency services during a power cut. That limitation is inherent in a fibre network environment. Fixed line operators across the world are stepping up to provide an appropriate level of support to those customers who are deemed vulnerable, unable or unwilling to rely on a mobile phone to contact the emergency services, should they need to, during a power cut. Sure takes its responsibilities to customers seriously and we have worked proactively to source and deliver a suitable battery back-up (“BBU”) unit, which is capable of powering the fibre-optic terminating equipment – an Optical Network Terminal (“ONT”) – within a customer’s premises, for a materially longer time than that deemed essential by the GCRA.
5. We support the GCRA’s proposals that a BBU ought to be able to power an ONT in standby mode for a minimum of four hours, with the further ability to make a 40 minute emergency call after that time.
6. We are grateful for the GCRA’s recognition that in certain instances, the provision of a free mobile phone could provide a suitable alternative to a BBU. Our intention had been to make use of that option, in appropriate circumstances. However, given the proposals set out in the GCRA’s Proposed

Decision¹, this is no longer a viable solution for Sure. The GCRA's proposals to support not just vulnerable customers on a continuing basis, but what could be a material number of other customers, are enormously onerous. We have therefore taken the decision to focus our efforts solely on providing and supporting BBUs. In doing so, those customers who would have been eligible for a free mobile will automatically receive a BBU instead. Sure's processes at both the wholesale and retail level will necessarily be simplified as a result (compared to having to the GCRA's requirements applying to two different types of equipment).

7. We have worked openly and constructively with the GCRA on this topic and have very much felt that the GCRA had reciprocated in that regard. It is evident from the GCRA's Proposed Decision (a detailed, 47 page document) that it has given considerable thought to the processes that it deems appropriate to support customers who may have a particular need to contact the emergency services during a power cut. However, until the release of the Proposed Decision, on 7th March 2022, we were completely unaware of how onerous and wide-ranging its proposals would be (in breadth and permanency of the requirements). This is both surprising and disappointing, and could have unintended consequences for vulnerable customers, retail service providers and the wider FTTP project.

8. Whilst we remain eager to appropriately support customers, we must express our disappointment that the proposals seem to have gone beyond a common-sense approach; instead necessitating something so prescriptive that there is a material likelihood of an unintentional licence breach, not just by Sure but by multiple local operators. When taken together, there are so many processes and communications that would need to be maintained between Sure Wholesale, the retail service providers and end users, that it is inevitable that failures would occur. Had the GCRA's proposals been limited to Piper Lifeline customers then that would have been a defined and manageable group of customers to oversee. We understand and support the principles of the protection being provided to a slightly wider group of customers, for those with an equally valid need, but the GCRA's proposals seek to go as far as implementation of compulsory recurring mass-marketing programmes. For example, the GCRA believes it is appropriate to contact every customer, at least every three years from the date that each FTTP service was installed. This, in addition to the numerous other proactive requirements proposed for local fixed line telecoms providers (both wholesale and retail) would significantly increase the operational complexity of delivering and managing FTTP services, with a particularly onerous responsibility placed on Sure Wholesale (as the network provider underpinning the island-wide FTTP rollout).

¹ [t1557g-all-fixed-telco-licensees-ftp-emergency-calls-licence-modification-draft-decision.pdf \(gcr.govt.nz\)](https://www.gcr.govt.nz/assets/Uploads/1557g-all-fixed-telco-licensees-ftp-emergency-calls-licence-modification-draft-decision.pdf)

9. Sure is under significant commercial pressure to launch its Guernsey Fibre project on 19th April 2022. It is vital that we avoid the risks and operational impact of a break in our rollout, especially as we transition from Pilot Phase to commencement of our five year island-wide project. More importantly, our current licence dispensation in relation to FTTP services, ends on the 18th April 2022. That being the case, there is very little opportunity for us to try to materially influence the GCRA's detailed proposals, which it only shared with operators at this very late stage. Our priority and significant focus has needed to be placed on minimising our immediate risk of a licence breach, from the moment the Proposed Decision turns into a Final Decision. We do not have the team resources available to us to be able to undertake that task as well as detailing proposed alternative working practices to many of those currently being sought by the GCRA. Whilst, within this response, we have summarised our key concerns, the only viable action available to us is to work as quickly and suitably collaboratively as we can with JT and Airtel to ensure that all parties are as operationally prepared as possible before 19th April (the date by which the GCRA's Final Decision is intended to apply).
10. The GCRA will obviously recognise that the steps that it intends to take, through the upcoming publication of its Final Decision, would create a permanent change to the licence condition wording of local fixed network operators. The long-term implications are far-reaching and whilst Sure can understand that the proposals made by the GCRA have been created with best intentions, there appears to have been little account taken of the onerous implications for operators, or the risks that these place on vulnerable customers by the required lessening of focus on them. To clarify that point – we mean by too many non-vulnerable customers erroneously self-certifying themselves as vulnerable and therefore Sure not knowing which customers validly warrant that extra level of support.
11. Taking into account the two paragraphs above, Sure has to accept that it has little room to manoeuvre at this time. Risk mitigation against a potential licence breach must be our priority. We are hopeful that the GCRA will at least understand our position on this. In the table below we have set out our main concerns and comments. We would ask that our most important request is seriously considered by the GCRA:

Rather than the proposed licence wording amendments being applied as a permanent change, it should have an initial 12 months' duration, within which, a review and feedback period should be allowed for – starting, we suggest, around Month 6.

Changes as major as those being proposed by the GCRA require operators to share and store information in a way that has not been required or undertaken before. It must not be assumed that all the proposed requirements are workable, or even compliant from a data protection perspective.

A considerable amount of work must be undertaken before any local operator can be confident about their ability to comply with the requirements (from both a telecoms regulation and data protection perspective). **Sure therefore believes that a formal review process, starting around Month 6 is an absolute necessity.** It is clear to us that in relation to the FTTP rollout in Guernsey, there is a high degree of respect between local providers and a keenness to do everything that is reasonably achievable to support vulnerable customers. However, this good working relationship will only deliver the right outcomes if operators are not weighed down and distracted by time-consuming and overly onerous requirements.



Sure's main concerns and comments re the GCRA's Proposed Decision (T1557G):

Document ref ² :	GCRA's topic/ requirement	Sure's concerns/comments
Main, 4.1	The GCRA proposes to adopt the residential household, not businesses, as the basic unit of analysis.	Sure supports this position, as it will place focus on the locations most relevant to vulnerable customers – their residential premises.
Main, 4.3	The subscriber will be treated as the key contact, decision-maker and source of information about the household.	Sure generally supports that view, but notes that at the time of migration from copper to fibre, Sure is unlikely to be able to oblige the subscriber (as opposed to an authorised representative, e.g. a family member) to be present during the pre-installation visit, when battery back-up requirements would be confirmed for the household. This point is therefore likely to require discussion with the GCRA.
Main, 4.6	In certain circumstances, the provision of a simple mobile phone may be adequate to meet the relevant needs.	As noted earlier in this response, Sure believes that the GCRA's currently proposed requirements would be operationally onerous. There are so few means by which Sure can assist itself by simplifying the process, so in this instance we feel that we must agree to provide a free BBU to all households that would have been eligible for a free mobile device.
Main, 4.7.3	Re the proposed conditions, 'the scope of protection needed should have some latitude and not be reduced further lightly'.	Only at the Proposed Decision stage (7 th March 2022) did Sure become aware of the significant extent of the intended licence conditions. Sure will do what it can to reasonably meet those requirements, but we strongly believe that there must be an opportunity for formal review, post the application of these new licence conditions , as we highlighted in paragraph 11, above.
Main, 4.27	A concept of joint responsibility amongst providers	Sure supports the GCRA's view and the recognition that information will need to be shared between operators, if the support framework for vulnerable customers (and others) is to be effective. We counter that position though with material concerns about how certain elements of the data will be shared and stored without a real risk of breaching data protection regulations.
Main, 5.2	The price for 'paid BBUs' should only cover the cost of the BBU and its installation.	Sure supports the view that paid BBUs (those directly relating to this support framework, as opposed to any other types of BBU that customers may wish to purchase) should be charged at a price that is cost-reflective. We accept that there should be no profit element in their provision and we support the view that customers would pay the same amount for their paid BBU, irrespective of which retail service provider they choose to purchase from. It should be understood that Sure's references to paid BBUs within this response relate to the Powersolve PUPS44 (or future

² Section and numbering conventions used by the GCRA within its Proposed Direction (T1557G)

		<p>equivalents) – the standard solution procured by Sure Wholesale, rather than any solution that Sure Retail (or other retail providers) may wish to sell to customers for other purposes (such as additionally powering a customer’s router – irrespective of whether the broadband service is provided via a copper or fibre network).</p> <p>At the network provider level, Sure (irrespective of its ‘Guernsey Fibre’ project) is willing to provide free installation of a paid BBU in all instances where an engineer already has reason to be at the subscriber’s premises. In reality, this will primarily be during the period of the copper to fibre migration programme.</p> <p>Should any subscriber request the installation of a paid BBU at any time, Sure would charge the subscriber (either directly or via their retail provider) at the prevailing engineering visit rate³.</p>
Main, 5.2 (second aspect)	‘The BBU installation is separately charged... and is not bundled with telecommunications services in ways that might influence the pricing of telecommunication services.’	<p>Sure agrees that a paid BBU should be separately charged. The charge would cover the cost of the BBU and the installation charge (the latter being free if a Sure engineer is on-site for any other reason).</p> <p>There would be no requirement to buy any other service or product as part of the purchase.</p>
Main, 5.3	Providers need to ‘inform a consumer of the lifespan of the paid BBU, so that s/he can plan towards its replacement.’	<p>Sure’s chosen BBU has not previously been used in combination with the Adtran ONT that Sure is installing as part of its fibre solution. The current estimated lifespan of the BBU is 6 years and should we become aware that the actual lifespan is materially different to that then we would look to raise customers’ awareness of that. Our preferred way to do so would not be as proposed by the GCRA, re the points set in the next section.</p> <p>Sure believes that any the commitment to support a customer’s paid BBU must cease at the end of the lifespan of the unit. A customer would need to purchase another paid BBU at that time, if they wished to benefit from support for another lifespan, i.e. if a customer wanted 12 years’ support they would need to have purchased two paid BBUs during that time.</p>
Main, 5.3 (second aspect)	Providers are required to ‘warn such a consumer (at their last known address) when the date for replacement of their paid BBU is approaching’.	<p>This proposed requirement will likely have onerous implications for operators, including data protection risks.</p> <p>Currently, there is no requirement for Other Licensed Operators (OLOs) to update Sure Wholesale in relation to any change of retail-specific circumstances (such as any change of subscriber at a premises, or any change in their contact details). Sure Wholesale’s customers are the OLOs, not the end users, so there is no contractual relationship with those end users. Those who choose to purchase a ‘paid BBU’ will, in some cases, not be the subscriber. They also have no responsibility to tell the subscriber’s retail</p>

³ The current rates are those notified to the GCRA on 29th August 2019 – “Increase in Admin & Engineering Charges (w.e.f. 01.10.19)”. We intend to introduce a 30-minute standard engineering charge for the installation of paid BBUs (during working hours), as whilst the driving time and vehicle usage costs are the same as for a one hour visit, the BBU installation time is minimal.

	<p>provider(s) of any change of circumstances (such as them moving into or out of any premises, or indeed, leaving the island), so if retail providers are unaware, they cannot notify Sure Wholesale, nor be reasonably expected to do so.</p> <p>Sure is concerned that even if all operators (at both the network and retail level) share details between them as best they can (and as compliantly as possible, in relation to data protection requirements), the success rate for matching correct addresses with the physical location of paid BBUs is unlikely to be high, and will obviously deteriorate as time goes on. Any requirement to communicate directly with anyone who has previously purchased a 'paid BBU' has the increasing potential to confuse the occupant(s) of the premises, which may well have changed in the preceding six years since the 'paid BBU' was purchased.</p> <p>Sure understands and supports what the GCRA is trying to achieve in relation to informing relevant customers that the anticipated lifespan of the BBU is coming to an end, but believes that the GCRA's current proposals would, in reality, lead to a scattergun approach.</p> <p>Sure believes that analogies should be drawn between BBUs and smoke alarms. Both are designed to facilitate an action in the unlikely event of an emergency:</p> <ul style="list-style-type: none"> • In the case of a BBU, the ability to contact the emergency services during a power cut; • In the case of a smoke alarm, to evacuate the premises, as a result of a fire having been detected. <p>The concept of BBUs has yet to become widely known in Guernsey, but it soon will, from the launch of Sure's fibre network in April 2022, through to the forecast completion of the project in 2026. During that time, all copper-based broadband and/or landline services will have been migrated to fibre and in each residential instance, customers will have been informed about the power cut implications and BBU facilities available to them. BBUs will therefore become a known subject, as with smoke detectors.</p> <p>Smoke detectors could be considered important for every individual in every premises where they are fitted. According to an English Housing Survey⁴, respondents reported at that time that 66% of smoke alarms were battery powered versions, i.e. the majority. However, there is no register kept of who smoke detectors are sold to and where they have been installed, nor any requirement for sellers or installers to try to contact the purchaser at their last known address prior to the intended lifespan of the smoke detector coming to an end. To require the keeping of a register would be overly onerous; much in the same way that Sure considers the GCRA's current proposals in relation to BBU units.</p>
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⁴ [Section 1 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk): Smoke Alarms in English Homes Report, 2014-15.

		<p>Common sense should prevail, in place of what would become an increasingly unworkable situation, were the GCRA's currently proposed requirement to warn customers become a permanent licence condition.</p> <p>Sure takes its social responsibilities seriously and suggests that a more effective outcome could be achieved via alternative means.</p> <p>These could include:</p> <ul style="list-style-type: none"> • Clear information and instructions provided at time of sale, including information on the expected lifespan of the BBU unit. • The provision of the installation date on the BBU unit. • A notice on the BBU requesting that it is regularly tested by the customer (by turning off the mains supply for a few seconds). The notice would also provide a phone number for customers to report a fault. • An annual (or more frequent) phone bill message to customers to remind them that their landline will not operate during a power cut without some form of BBU unit and reminding those with a BBU to test it (and explaining the simple process of doing so). • Testing, by default, on each occasion that a telecoms engineer visits a property where a BBU unit is known to be installed. This would also assist, from a records perspective, in instances where a BBU unit has been unexpectedly removed. • Other 'customer touchpoints', which Sure would be keen to consider further.
Main, 7.3	<p>Self-certification of qualification (for free BBU or mobile entitlement)</p> <p>[Note: As discussed elsewhere in this response, Sure has chosen not to make use of the less onerous option of the provision of free mobiles.]</p>	<p>This section of the GCRA's Proposed Decision presents the details of its self-certification proposals. The concept of how that would be achieved ties in with the flowchart presented on page 9 of its document (and helpfully, repeated without numbering, on page 22).</p> <p>Sure welcomes the provision of a flowchart and appreciates that it comprehensively presents the proposed process that would be gone through to establish a subscriber's (on behalf of all householders) eligibility for a free BBU unit. We do have concerns though that if the flowchart is meant to be used by subscribers, it could be seen by some as complicated and confusing. To minimise that risk, particularly for vulnerable customers, for whom the process defined on the flowchart is most important, we are considering creating two outputs:</p> <ul style="list-style-type: none"> • A yes/no list of questions, to be used instead of a flowchart; • For those who prefer a flowchart, a simplified version that could be more easily followed by vulnerable users. <p>In both instances, the key would be to achieve an identical outcome to that intended by the GCRA.</p>

Main, 7.4	The possibility of fraudulent claims by consumers.	<p>This is an area of significant concern to us, as it would only take the successful spreading of news on social media for subscribers to learn that they can choose to class themselves (or householders of their premises) as vulnerable, at any time, to secure a free BBU unit and ongoing support for it. Whilst we understand the Authority’s belief that the low value of a BBU would limit incentives for fraud, we do not agree that it would prevent ineligible customers from applying for a free-BBU unit. This creates a moral hazard for Sure and risks significantly increasing the cost of the FTTP project.</p> <p>Sure is willing to take a ‘see how we go’ approach, to better understand the likelihood of that risk becoming a material reality. However, if the self-certification process is significantly abused then that would necessarily lessen the focus on vulnerable users – the very users for whom this process is meant to protect.</p> <p>In times of major incident – luckily rare – for example, after the significant lightning strikes in July 2021, Sure would always look to prioritise fault rectification for landlines used by vulnerable customers (currently, primarily Lifeline users). If large quantities of non-vulnerable landline users had falsely self-certified themselves as vulnerable, then Sure and the OLOs would have no means of providing the required focus to those customers who had a valid right to a priority fault rectification.</p> <p>This is another key reason why we strongly believe that there must be an opportunity for formal review, post the application of these new licence conditions, as we highlighted in paragraph 11, above.</p>
Annex A, 1	“FTTP” definition – states ‘... ongoing power supply from the mains...’	<p>The words ‘from the mains’ need to be deleted. In the context that the FTTP definition is being used, power can be provided from the mains, from a BBU unit or by any UPS (Uninterrupted Power Supply) system that might be in place at the premises (irrespective of whether a residential or business address).</p>
Annex B, 1.3	“BBU” definition – states that it must be capable of powering broadband or voice communication.	<p>Sure wishes to make it clear that the requirement to power a broadband service must only exist in circumstances where a subscriber’s voice service is provided through a router, rather than directly through the ONT located within the premises.</p> <p>By default, voice services on Sure’s fibre network are available via the ONT, so Sure will not provide, nor should it be expected to provide, any BBU facility to power a retail provider’s broadband router.</p> <p>For the avoidance of doubt, we support the option of any retail provider or end user connecting their own battery back-up / UPS system to enable a router to continue to operate during a power cut, to the extent that (in the case of broadband services provided via Sure’s network) our core broadband network remains operational. Sure engineers will not fit nor maintain a customer’s own battery solution.</p>

Annex B, 1.10	Associated with Annex A, 1: “FTTP” definition – states ‘... ongoing power supply from the mains...’	The words ‘from the mains’ need to be deleted. In the context that the FTTP definition is being used, power can be provided from the mains, from a BBU unit or by any UPS system that might be in place at the premises (irrespective of whether a residential or business address).
Annex B, 1.21	Tied in with Annex B, 1.3, “Household” definition – includes ‘broadband’	The GCRA’s wording works in this context, as it refers to ‘broadband <u>and/or</u> [emphasis added] voice services, i.e. broadband is additional to the voice service.
Annex B, 1.29	“Writing” definition – Requirement for a signature to be included in any emails used for the purposes being proposed by the GCRA.	<p>Only a very small proportion of emails actually contain a customer’s signature. Our customers (and no doubt those of other retail providers) expect that if an email is received from an email account that has been registered for use by that customer, any emails received from that account are deemed to have been authorised by the sender. A high proportion of customers are unlikely to have access to a scanner, required so that they could include their signature. Even for those that do, some will not have the technical know-how to be able to crop their signature for use in email communications.</p> <p>Retail service providers also process customers’ orders that have been raised in a digital format – such as an form within a subscriber’s online account (e.g. within ‘My Sure’). These forms do not and should not need to contain a customer’s signature.</p> <p>In summary, Sure believes that the GCRA’s proposal for contract orders to contain the customer’s signature are unworkable and unnecessary.</p> <p>The principle of local telecoms providers accepting orders or instructions from a customer via a digital means, without a signature, is absolutely the norm. In relation to Sure’s customers, this has not ever presented any material problem. On the very rare occasion that someone has tried to impersonate a customer, this has been treated with the gravity of a criminal offence.</p> <p>Sure requests that common sense prevails and the GCRA accepts that emails and online orders received from customers, for the purposes set out in the GCRA’s Proposed Decision, do not need to contain a signature.</p>
Annex B, 3	Joint responsibility for Paid BBUs and overall level of responsibility to the Customer	<p>Sure supports the GCRA’s important point that both the FTTP Infrastructure Provider and the FTTP Retail Provider will be responsible for the processes involved for Paid BBUs. The process would be unfairly skewed, were the responsibility to fall solely on the FTTP Infrastructure Provider. It would be incumbent on FTTP Retail Providers to enable it to comply with the licence conditions currently being proposed by the GCRA.</p> <p>Sure also wishes to point out that in instances where the Household Premises is eligible for (and accepts) a Free BBU, should additional landlines be provided at the premises for other reasons (e.g. for a</p>

		<p>business operating from home), there should be no requirement for a Free BBU to be provided on every line. For information, a BBU will power multiple phones plugged into any sockets of the same line, so users are not required to go to one specific location within the premises to make a call while a BBU is powering the ONT.</p> <p>A valid circumstance therefore exists where both a Free BBU and Paid BBU(s) can be situated within the same premises.</p>
Annex B, 5	Requirement for paid (and free) BBUs to be capable of supporting the FFTP Line for the BBU Timespan 'for the entire period that the BBU remains at the Household Premises'	<p>Sure is very concerned that the current wording used by the GCRA would lead to an automatic requirement for Paid BBUs to be replaced (we assume, at no charge) at any point in the future, however many years or decades into the future that may be.</p> <p>Sure believes that it must only be responsible for Paid BBUs during the BBU Lifespan, as per Main, 5.3</p> <p>The current wording needs to be amended, such that the open-ended 'entire period' is removed. If the GCRA is not amenable to doing so then we would request that we be given the opportunity to set out our case.</p>
Annex B, 11	Requirement to remind the consumer of BBU Lifespan ahead of its expiry.	<p>We have covered this issue in our response to 'Main, 5.3 (second aspect)'.</p> <p>Additionally, we note here that the responsibility is intended to be placed on the FTTP Retail Provider and FTTP Infrastructure Provider who installed a Paid BBU.</p> <p>The GCRA does not appear to have taken account of the reality that both the FTTP Infrastructure Provider (choice of Sure and JT) and the FTTP Retail Provider (choice of Sure, JT and Airtel) may have changed numerous times during the current estimate of a six-year BBU Lifespan. There would be instances, particularly at the FTTP Infrastructure level, where contractual information would need to be shared solely for the purpose of tracking Paid BBU equipment. For example, Sure Wholesale should have no knowledge of a customer who was with Airtel as their FTTP Retail Provider on Sure's network, but who ceased their service and took a service using JT's fibre network (where JT would act as both the FTTP Infrastructure Provider and FTTP Retail Provider).</p> <p>We are very uncomfortable with the concept of commercially confidential information being required by the GCRA to be shared between operators, for the purposes of long-term tracking of Paid BBUs.</p>
Annex B, 12 & 13	12: There must be no refusal to supply a Customer with broadband or voice services by FTTP. 13:	<p>We agree with the sentiments of this proposed requirement, but in points 12 & 13 the wording needs to be changed from 'broadband or voice' to 'broadband and/or voice'. There is no scenario in which broadband, in isolation, has a bearing on any potential need for a BBU.</p>

	There must be no refusal to supply any provider in the next level of the market.	
Annex B, 16.1	'Due & diligent enquiry'	<p>Sure intends to create a list and a simple flowchart, for use by customers and our engineers will take what are considered by our business to be reasonable steps to ascertain the entitlement of customers to a Free BBU. Customer-facing staff will not prompt or want to take part in any in-depth health-related discussions with customers – that is beyond the remit of their role.</p> <p>We have received particular feedback from our engineering team, who reiterated their keenness to appropriately support customers, but reasserted their resistance to enquire about or be told of any medical related information that customers may wish to share.</p> <p>Sure's engineering team will be happy to talk through the aforementioned list and/or flowchart with the customer, but will refer them to their retail provider (the party they contracted with), should the customer wish to inform them of any health-related matters.</p> <p>At any point that Sure, in its role as an FTTP Infrastructure Provider, receives a request from an FTTP Retail Provider, it will act to fulfil any requirement for a Free BBU or Paid BBU.</p> <p>One important risk needs to be identified here – what if one or more FTTP Retail Provider(s) encourages all (or a greater proportion than legitimate) of its customers to request a Free BBU. There will be no means of validation or correction of that information.</p>
Annex B, 16.3	No obligation to supply after the Household ceases to qualify for Free BBU or Free Mobile in terms of these rules.	<p>For all of the many processes and touchpoints that the GCRA is proposing to track the needs of customers and the location of BBUs, there is no allowance for a mechanism for the appropriate recognition and associated removal of support, following a customer's cessation of qualification.</p> <p>This is another key reason why a post implementation review is necessary, so that allowances such as these can be made, before these very recently proposed licence condition changes become permanent.</p>
Annex B, 18.3, 18.4 & 18.5	References to 'broadband or voice'	<p>As per our response to Annex B, 12 & 13, the wording needs to be changed from 'broadband or voice' to 'broadband and/or voice'. There is no scenario in which broadband, in isolation, has a bearing on any potential need for a BBU.</p>
Annex B, 18.5	Requirement to check entitlement 'every three years from the date that the Retail FTTP Provider began to provide broadband or voice over FTTP to a Customer.'	<p>Sure considers this to be overkill and far from the best way to ascertain whether any customer's needs have changed during that time.</p> <p>We would certainly hope that customers who become vulnerable would not wait up to 36 months to receive support because they were waiting for a check-in communication from their landline provider. The local charity sector provides a good level of support to</p>

		<p>vulnerable customers and part of the FFTP awareness process has involved and will continue to involve the charity sector and government support facilities available on the island. They provide a much more practical and appropriate means of support, on behalf of vulnerable customers.</p> <p>Comparisons could be drawn here between BBUs and the Lifeline service that we have operated for decades for vulnerable customers. The Board of Health, doctors, the charity sector and Sure all work together well in supporting the needs of vulnerable customers and the BBU framework is a natural widening of that support. No additional regulatory oversight is required regarding this proposed 36 month check.</p>
Annex B, 20.2	Reference to 'voice or broadband'	It will not be possible to provide broadband on copper and voice on fibre (or vice versa) at a premises, so the wording should be changed to 'broadband and/or voice'.
Annex B, 21.2	Requirement for Customer confirmation to be preserved and accessible for three years.	<p>Sure considers this to be overly onerous, but it will be required if the GCRA is to plough ahead with any requirement for customers to be contacted every three years.</p> <p>Please refer to our responses to various associated licence condition changes, as set out elsewhere in this document. We are materially concerned by the implications.</p>
Annex B, 27	'... May question the Customer appropriately to determine whether such Household Member meets the relevant criteria.'	<p>As discussed above, in relation to Annex B, 16.1, Sure's staff members are not comfortable entering into health-related discussions to ascertain whether a Customer or any Household Member should be treated as vulnerable.</p> <p>In addition, it could be difficult to appropriately question a Customer about any relevant Household Member without it appearing to them that they are being asked to prove their eligibility.</p> <p>The eligibility process and the importance from a project control perspective of the vast majority of customers answering truthfully (and our concerns that this might not be the case) further reinforces the importance of an initial 12 months' duration, within which, a review and feedback period should be allowed for – starting, we suggest, around Month 6.</p> <p>This would allow operators to assess whether the programme is being materially abused (based on the run-rate to date, from the April 2022 project launch) and if so, to request to the GCRA that appropriate amendments be made to relevant licence conditions to help moderate that erroneous behaviour.</p>
Annex B, 28	Requirement for statistics	Again, the GCRA's proposed requirements appear overly onerous. At this stage, before any of the required operational processes have been formalised or implemented, it is not possible to state how cumbersome some of the requested information would be to deliver.

		Our proposed review and feedback period should be used to ascertain the workability of what the GCRA is seeking, as the collection and collation of statistical information would build up during that time.
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