

## Mobistar comments – Cable wholesale RO consultation

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### Executive summary

Mobistar welcomes the consultation on the draft decisions of the regulators regarding the approval of the wholesale reference offers for access to the cable networks.

Mobistar, as only operator, activated the implementation of a wholesale cable access solution and did not wait for a final decision on the technical characteristics of the reference offers. While characterized by a lack of sustainable financial wholesale conditions and the absence of efficient technical solutions, this proactive approach allowed to test the regulatory specifications, to identify the strong and weak points of the imposed obligations and to gather real life experience with how the cable operators go about implementing their regulatory duties and interact with alternative operators.

Based on this experience, the main comments with respect to the subjects that are part of the draft decision submitted to consultation are that Mobistar:

- Considers that the inclusion of the “single visit” approach put forward is the first and intermediate step towards a “single installer” approach, as otherwise a structurally inefficient and discriminatory situation is maintained;
- Is of the opinion that the retained BSOD solution must be reconsidered in the light of the technological roadmaps of all stakeholders and its impact on future services;
- Supports the approach put forward in the initial market analysis decisions with respect to the forecasting process and the activation of binding SLA-requirements for installation and repair activities;
- Welcomes the suppression of the unneeded requirement for a systematic letter of authorisation.

Meanwhile the practical experience has learned that further regulatory intervention and/or more clearly defined obligations are required to improve the effectiveness and efficiency of the regulation. In this context, Mobistar requires that a number of elements not included in the current consultation are properly addressed:

- Insists on the need for a stepwise development of efficient wholesale IT solutions for all regulated cable operators; with a clear priority with respect to improvements of the eligibility (all cable operators), provisioning systems (including modem activation) and cable operator installation feedback reporting (Brut  l  /Nethys);
- Demands that the principles of Chinese walls between retail and wholesale services at the cable operator are respected, in particular but not limited to anti-competitive win-back actions;
- Needs clear change management rules, for all aspects of the wholesale reference offer, in particular but not limited to content and broadband profile changes. Such rules should also be defined to anticipate longer term technical evolutions (eg DOCSIS 3.1);
- Requests test requirements in line with good business practices and a non-discriminatory access to the cable operator test environments;
- Insists on transparency of all traffic management practices applied by the cable operators, be it at individual customer or on aggregate wholesale traffic level;

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- Wants non-discriminatory and improved technical solutions for voice telephony services and DVB signalling and demands that technical requirements build on standardised and generally available technologies;
- Puts forward the requirements to get access to cable operator specific information when this is required to comply with Mobistar's legal obligations.

Given the novel nature of regulated wholesale access to cable networks, a gradual improvement of the technical wholesale offer is expected. Experience (with Proximus' wholesale regulation) has learned that inappropriate operational requirements lead to an ineffective regulatory framework. To avoid that minor operational improvements are substantially delayed due to the regulatory process (it will have taken over 2 years between the initial technical decision and the first additional decision), Mobistar urges the regulators to set-up a quicker process to bring the regulatory obligations in line with the market needs and to solve operational issues as soon as they arise. To this end Mobistar proposes the set-up of formal operational working groups.





### Introduction

Mobistar thanks the VRM, CSA, Medienrat and the BIPT for the consultation on the “draft decision of the regulators regarding the approval of the wholesale reference offers for access to the cable networks” in application of the transparency obligation following the Market analysis of the TV distribution market of the CRC.

Mobistar is the only operator on the market who did not wait for the availability of a final technical framework before starting with the implementation of a wholesale access solution on the cable networks. Even if at the technical level there is no final and formal decision on certain key aspects of the requirements, Mobistar is already running friendly user trials. The decision on wholesale pricing conditions allowing sustainable market entry is however still required in order to launch the service commercially.

This situation shows that final formal technical specifications are not a prerequisite to move forward with the introduction of regulatory obligations. Nevertheless, a good and predictable technical framework is a must for the correct functioning of regulatory obligations. Such a situation is achieved by the timely identification of the main elements to be amended or improved, and by an early indication to the stakeholders about anticipated changes. It is also clear that, absent such approach, certain modifications that are proposed in the current consultation (eg regarding BSOD) would have been completely unacceptable after a first implementation would have been rolled out. Mobistar counts on the regulators to ensure that also towards the future timely visibility is given on any anticipated or possible changes with respect to the technological evolution of the access regulation. One of the means to get there is the creation of permanent operational working groups that monitor the evolution of the regulation and that can put forward technical and operational amendments, both from cable operator as from alternative operator point of view, whenever necessary.

While we understand the need for the regulatory authorities for separate decisions, Mobistar decided to issue a single, common answer in English for the full set of 4 decisions. Taking resource and timing constraints into account this was considered as being the most pragmatic and practical approach to answer the consultation. This approach is also inspired by the desire to have minimum deviations between the technical obligations imposed on the various cable operators as in essence – even if the geographical markets are different – the competition concerns that these obligations address are the same.

The nature of the topics addressed is very variable : some comments address elements put forward in the draft document submitted for consultation while other comments relate to issues that are not addressed explicitly by the draft decisions. While a number of key topics were put upfront in the document, this should not be seen as implying that topics addressed at the end of the document have a lower importance.

Mobistar is aware of the fact that certain elements may be very technical or operational and we therefor suggest that a number of these elements are carried forward via the set-up of operational working groups with the cable operators, the regulators and the users of the wholesale offer.

We are obviously available to address any questions or concerns that this approach, or other elements in our answer, would generate.

### Looking backwards

It is clear that the cable operators have demonstrated very strong resistance to comply with their obligations and that absent strong pressure from the regulators no or only limited progress with the technical implementation of the wholesale cable offer would have been made.

The cable operators did not comply with the obligations regarding the timelines put forward in the various decisions (eg delivery of a draft technical reference offer 6 months after the initial market analysis decision, delivery of a compliant reference offer 1 month after the September 2013 decision on the technical reference offers). Furthermore, in the implementation they deviated substantially from the initial reference offer decisions of September 2013, and some even refused to start the implementation

[REDACTED]

Given the above demonstrated and continuing resistance by the cable operators to comply with their regulatory obligations, Mobistar requests that the regulators take more significant measures to ensure that the cable operators comply swiftly with these obligations.

In the meanwhile Mobistar acknowledges that from a pragmatic point of view in real life a situation, mixing formal decisions and informal compromises, may be needed to address unforeseen technical situations and to allow the smooth evolution of technical and operational requirements. However, uncertainties regarding key aspects of the technological environment should not exist, especially when such changes may have a direct impact on the end-users of the alternative operators. Mobistar suggests that Operational Working Groups, under supervision of the regulators, are set-up to monitor and guide the further evolution of the technical specifications. To have to wait more than 2 years before getting certainty on important technical elements is not acceptable from a business nor customer point of view.

## Single Visit

### Summary

Since 2013 Mobistar has been raising that it was a critical to avoid that more than one appointment with an end-user would be required to activate a new customer. As a consequence, Mobistar overall welcomes the first step that consist in the inclusion of a “single visit” process in the regulated reference offer conditions. Nevertheless the current proposal should be seen as an intermediate step and be expanded towards a “single installer” approach that is the only truly non-discriminatory and efficient solution to ensure that alternative operators’ customers benefit from the same experience as those of the cable operator.

### Limitations of the Single Visit process

The *Single Visit* process aims at reducing the discrimination between cable-operators and the beneficiaries’ end-users installation experience. To avoid to have two appointments is very important, however it is not sufficient to make the process of the cable-operators and the beneficiaries non-discriminatory.

[REDACTED]

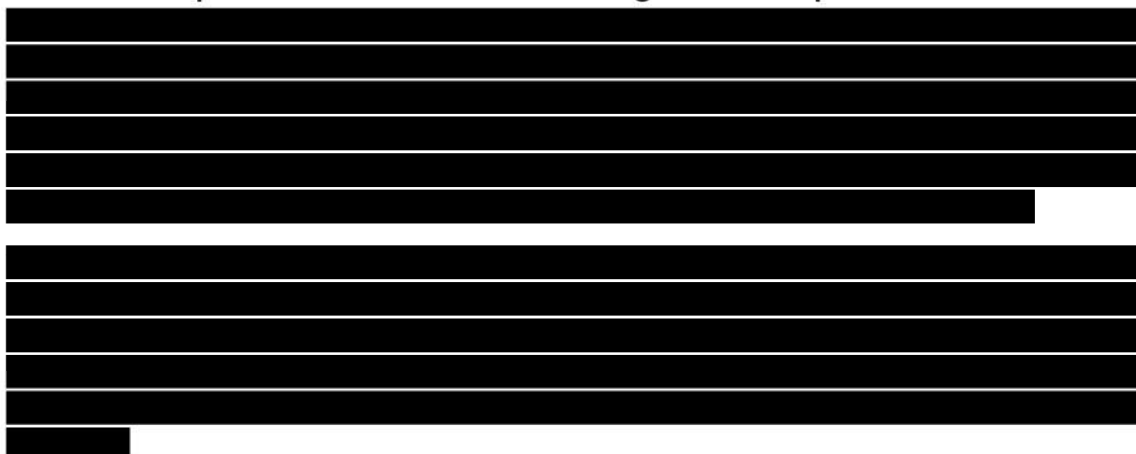
Furthermore as stipulated by the CRC it is preferable for the sake of efficiency (sharing of travel expenses) and to ensure the non-discrimination between the beneficiaries’ and cable operators’ customer experience that the same installer perform, in a single intervention, both “cable operator” and “beneficiary” actions.

[REDACTED]



229. Il est important que ces interventions soient limitées à un minimum car elles perturbent beaucoup le client: il arrive souvent que le client final doive prendre un demi-jour de congé pour faire venir l'installateur, sans avoir la possibilité de quitter son domicile car il ne sait pas à quelle heure l'intervention est prévue. Si par exemple deux interventions devaient être nécessaires chez un client final, par exemple l'une pour l'installation d'un NIU (responsabilité Tecteo) et l'autre pour la poursuite du développement de l'installation intérieure (responsabilité bénéficiaire), le CSA estime raisonnable que Tecteo et le bénéficiaire s'efforcent de collaborer en toute bonne foi afin de combiner ces deux interventions en un seul rendez-vous. Cette solution est d'autant plus souhaitable et faisable lorsque Tecteo et le bénéficiaire font appel au même sous-traitant qui effectue des installations pour le compte de Tecteo et du bénéficiaire. Cet installateur peut ensuite par exemple d'abord installer le NIU et ensuite finaliser l'installation intérieure. La combinaison des interventions fait économiser des frais de fonctionnement tant à Tecteo qu'au bénéficiaire et augmente l'efficacité, vu que les frais de déplacement pour ces interventions peuvent ensuite être partagés entre Tecteo et le bénéficiaire.

### Mobistar's requested evolution towards a "single Installer" process



Mobistar is aware of the sensitivity of such interventions as the network belongs to the cable-operator and therefore it does not require a modification of the "demarcation line" between the beneficiary and the cable operator responsibilities; the demarcation line remains the NIU.

As a consequence, Mobistar proposes:

- either that only installation partners of the cable-operators are used for these cases<sup>2</sup>;
- or to ensure that the installers of the alternative operators performing such interventions have to follow the same training as the cable operator installers who are performing alike interventions. In the end it means that the cable operator should enrich the "train the trainers" sessions toward the beneficiaries of the wholesale access with the additional information that is needed.

<sup>2</sup>Not having new installation partners removes the need for the installation partner and the cable-operators to have to assess from scratch the working methods of the new partner. If the same installation partners are used, it means that they are already performing this kind of street interventions. It would just require that – in case the beneficiary has a specific pool of installers from one of those partners – the adequate training and related certification would be provided.



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A similar process already exists in the context of the regulatory obligations for Proximus fix services.

[REDACTED]

[REDACTED]

### **Current “Single visit” process improvement request**

Mobistar request that the content, process and planning of trainings and certifications linked to the *Single Visit* process have to be communicated in advance, with a view at the upcoming quarter.

### **Brutélé/Nethys eligibility check limitations**

Currently the Eligibility check is done by Brutélé/Nethys at street level. Afterwards, once an order is placed, it is followed by a feasibility check and Brutélé/Nethys confirm or refuse the order based on information available in their own systems.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Request for “joint interventions” waiting for “single installation” process & to solve repair cases**

[REDACTED]

[REDACTED] Other examples can be described at the same time as the rules and processes are documented. One of the rules for joint interventions could be to have a fixed timing for these, for instance at 8 am, first intervention of the day.

A joint intervention may also be useful in a repair situation. [REDACTED]

As indicated before, a single installer process would however be more efficient while covering both above-mentioned situations.

**“Single Visit” interventions - Brutélé/Nethys lead-times limitations**

[REDACTED]

[REDACTED]

As indicated above, a single installer process would be more efficient and avoid such discriminatory constraint.

**Brutélé/Nethys “Single visit” limitation of drop cable length request at order**

Brutélé/Nethys expects from the beneficiary that the required length between TAP and NIU position is given as a parameter during the order capture. Therefore, during street intervention, the Brutélé/Nethys technician would only put this length of cable on the TAP, roll it and block it to avoid ingress.

[REDACTED]

[REDACTED] Also  
this case would be solved by a “single installer” process.

### **Single visit financial benefit for the Cable Operator**

Given that the single visit process implies a cost-reduction for the cable operator (less, shorter and more simple interventions, more planning flexibility) versus a full end-user installation, Mobistar considers this should be reflected in the installation related wholesale charges.

### **Request for “Bruté/é/Nethys” not to impose an Installer visit in case of cable operator interactive customer moving toward beneficiary offer**

Mobistar considers that even within the “single visit” concept some use-cases should be treated more efficiently. For instance when an end-user switches from a digital-TV and internet service from the cable-operator towards the beneficiary offer, it is certain that the service is working, the signal is deemed to be good and that no further cable operator intervention is needed (neither at TAP level nor at NIU level). As the street intervention would only be necessary from Bruté/é/Nethys perspective to put a strap at TAP level to identify the beneficiary end-users versus the cable operator own end-users, Mobistar considers that such intervention can be achieved by the cable operator at any time (following the beneficiary order) and that it shouldn’t impact the beneficiary customer experience.

As a consequence in such case the beneficiary should be able to schedule its installer visit any time after the order is sent to the cable operator. To avoid this unneeded constraint would allow to reduce the installation time in an important way leading to an improved customer satisfaction and a more balanced competitive situation.

### **Indoor TAP concern**

In some buildings the TAP is not outdoor and as a consequence it is not always accessible for an installer without the customer giving access. [REDACTED]

[REDACTED]

[REDACTED] Also in this situation a “single installer” process would remedy this discriminatory situation.

### **Concerning the NIU forecast**

Mobistar underlines that NIU forecasting must be done by the cable-operator, as the alternative operator does not dispose of the information that is required for such planning.<sup>4</sup>

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[REDACTED]

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### **Concerning the Repair process**

Mobistar agrees that this process is critical and counts on a close monitoring of the SLA results, in particular with a view to ensure that the service levels are non-discriminatory.

### **Concerning the single visit implementation at Brutélé/Nethys**

Mobistar insists that, in terms of implementation, Brutélé/Nethys respect the accepted timing to implement the single visit solution [REDACTED]

### **Conclusion**

While a single visit obligation is a step in the right direction, several real-world cases exist where the currently proposed solution still implies a discriminatory situation between the cable operator and the alternative operator. To address and remedy this, a “single installer” solution (which can build on the competencies of the current installers) is required.

### Regarding the provided IT solutions

In the current wholesale regulated cable access, Telenet and Brut  l  /Nethys have put in place two different IT solutions which don't offer the same quality of wholesale access and impact the retail activities of the alternative operators.

Telenet has developed automated systems (API) which allow the IT systems of Mobistar to communicate with the IT systems of Telenet while Brut  l  /Nethys provides web based interfaces which are not interacting with Mobistar IT systems. This web based IT solution impedes the implementation of a smooth process for the alternative operators impacting their retail activities regarding the activation/retention clients with ultimately a bad consumer experience and bad image risk.

[REDACTED]

Mobistar therefore repeats its concerns regarding the lack of a fully (or at least significantly) automated IT system for wholesale ordering and activation, which will create additional obstacles to any large scale market entry. Mobistar invites the regulators to closely monitor the IT implementation choices made by Brut  l  /Nethys<sup>5</sup>.

Further details regarding the IT requirements for a wholesale system could be discussed during the operational workshop suggested by Mobistar.

### Concerning VOO IT solution

*Absence of tools allowing eligibility check on Beneficiary's website.*

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Contrary to VOO resellers (eg Mediamarkt vendors or other Voo distribution partners) Mobistar does not have access to a dedicated Brutélé/Nethys Call Center which can provide immediate answers having access to internal Voo tools (SAP).

[Redacted]

Mobistar should be able to automatize its interactions with Brutélé/Nethys to provide its customer the same level of customer experience as Brutélé/Nethys.

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[Redacted]

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### *No real time order or appointment confirmation*

A supplementary drawback of the lack of IT interface is the absence of real time provisioning and order/appointment confirmation.

[REDACTED]

Both issues (no real-time information on eligibility and appointment) affect Mobistar's operational process and customer communication resulting in bad customer experience compared to Voo service subscription. [REDACTED]

[REDACTED]

[REDACTED]

### *Lack of feedback on customer installation.*

In case of an issue during the Brutélé/Nethys technician visit (eg. customer is not at home, infrastructure works impede the installation,...), the information is not available on the IT system of Mobistar. [REDACTED]

[REDACTED]

This process is obviously not scalable and requires resources to handle the manual tasks causing additional costs and heavy operational processes.

### *Automatic modem activation*

The lack of an automated IT systems also impacts the modem provisioning during the installation

[REDACTED]

[REDACTED]

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[REDACTED]

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### Concerning Telenet IT solution

Although automated IT solution of Telenet is providing more efficient wholesale access, a series of issues impacting Mobistar customers' activation process have still been identified and described hereafter.

#### *Site identification (location id)*

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### *Limitations of amount of prequalification requests*

Mobistar has recently encountered 2 different limitations implemented by Telenet in their IT chain. Mobistar understands that the Telenet IT systems have be protected to avoid an overload, but the way Telenet has implemented the protection results in a limitation in Mobistar's activation process.

[Redacted]



[Redacted text block]

[Redacted text block]

[Redacted text block]

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### BSOD (Telenet only)

The comments below address Telenet’s proposed connectivity solution, referred to as L2VPN (which is not the full BSOD).

### Summary

Since the start Mobistar has argued against the mandatory implementation of L2VPN. [REDACTED]

[REDACTED] Based on the above Mobistar urges the regulators to remove the L2VPN requirement from the regulation and to impose on Telenet to use VRF as aggregation technology.

### Impact of L2VPN On modem side

The main issue in relation to L2VPN is that, contrary to what Telenet claims, L2VPN is not part of a EURODOCSIS standard but is only mentioned in the annexes. This is important as standard EURODOCSIS certification and acceptance testing of residential end-user modems only includes the specifications in the main body of the DOCSIS requirements and does not cover the specifications mentioned in the annexes. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

At last Mobistar notes that the initial DOCSIS 3.1 modem software release focusing on the B2C market will not support L2VPN. The combination of retail features and L2VPN is not the first priority for the modem suppliers.

[REDACTED]

Conclusion on the cable modem:

Mobistar's review of the modem suppliers demonstrates that the imposed use of L2VPN :

[REDACTED]

[Redacted]

[Redacted]

Impact of L2VPN on CMTS side

In 2013 the decision to push L2VPN was based on the fact that [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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### Conclusion on CMTS:

CMTS capabilities to support L2VPN are adapted to the B2B market but not to a large scale B2C market. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### General conclusion

For Mobistar it is clear that the imposed L2VPN pushes the wholesale solution (i) to the implementation of experimental features and a lack of maturity in the modem, (ii) to untested/non-validated capacities on CMTS level and (iii) to different limitations as described above.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Given the above short and long term impacts, the L2VPN requirement must be rejected by the regulators within a short notice period [REDACTED] and the requirement should converge towards a VRF model - as already deployed on the Nethys/Brut  l   network – for Telenet as well.

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### Repair SLA (Telenet only)

Mobistar considers that the repair SLA requirements put forward are discriminatory.

The regulators propose that the repair SLA of Telenet will be enforced based on a non-discriminatory approach. This approach would result in a major degradation of the repair SLA as can be seen in the table below:

Objectives	Resolution time for service interruption for one customer	Resolution time for service degradation for one customer
80%	8WH	2WD
90%	16WH	3WD
95%	2WD	4WD
99%	4WD	8WD

Figure 1: SLA Repair in CRC decision Sept 2013.

Timer	Valeur indicative
80%	dans le délai de 3 jours ouvrables
90%	dans le délai de 5 jours ouvrables
99%	dans le délai de 20 jours ouvrables

Figure 2: SLA Repair in proposed draft decision

These SLA are much longer than what is imposed to Proximus were the repair timer for an issue on an end-user line is “before the end of the following second working day”, i.e. the day after the ticket was issued<sup>8</sup>.

	Timer
<b>Repair timer End User line</b> (to be respected by Belgacom)	Day of trouble ticket opening + 1 (before end of the following second working day)

Figure 3: Repair SLA - Belgacom WBA offer.

Mobistar notes that the SLA included in the draft proposal are SLA targets which were proposed during the year 2013. However, since 2013 the performance of Telenet has improved drastically (e.g. network technicians are now available 24/7 leading to associated improvements of the repair times).

The figures published by Telenet itself show that since 2013 the average resolution time has dropped with over 36%. The average resolution time is now 1.5 days compared to 2.2 days in 2013.

#### Internet

Inlichtingen over de kwaliteit van de internet dienst	Semester januari 2013 tot en met juni 2013	Semester juli 2013 tot en met december 2013	Semester januari 2014 tot en met juni 2014	Semester juli 2014 tot en met december 2014	Semester januari 2015 tot en met juni 2015
Naleving van de aangekondigde datum voor de levering van de dienst	98,4%	97,7%	98%	97,4%	98,0%
Storingpercentage	3,61%	3,40%	3,95%	3,79%	2,88%
Termijn voor de opheffing van de storing	52,10u	51,30u	33,71u	36,71u	34,55u

<sup>8</sup> For information, the quality indicators for VOO can be consulted at <http://www.voo.be/nl/indicateurs-de-qualite/>

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So clearly what Telenet proposes for wholesale is discriminatory versus the quality of service delivered for its own retail customers.

Other repair related documentation for Telenet end-users (relating to damaged cables including damages to coax cables, gutters and network cabinets) points to a contact center which is 7 days a week available between 8am to 22pm. Based on the nature of the damage a network technician is sent immediately to resolve the issue.

The abovementioned information can be found via the following links:

- <http://netaanleg.telenet.be/assets/pdf/Buitenbekabeling.pdf> ;
- [http://netaanleg.telenet.be/assets/pdf/Folder\\_Schade\\_NL.pdf](http://netaanleg.telenet.be/assets/pdf/Folder_Schade_NL.pdf).

Obviously this is in contradiction with §110.2 where it is noted that a network engineer is only available on weekdays between 8h and 16h, and the Telenet end-user information implies that for service outages there is a high availability of network technicians assuring a low resolution time.

If an alternative operator wants to guarantee its customers the same QOS as the underlying cable operator, the wholesale QOS imposed on the cable operator should integrate the fact that an alternative operator has to take steps on top of the actions to be undertaken by the cable operator. Therefor the wholesale QOS should be more stringent than the retail QOS.

As a result, and taking the non-discrimination obligations into account, Mobistar proposes a split in targets for service degradation and service interruption:

Objectives	Resolution time for service <u>interruption</u> for one customer	Resolution time for service <u>degradation</u> for one customer
90%	16WH	3WD
95%	2WD	4WD
99%	4WD	8WD

Furthermore, to keep pace with market developments, Mobistar suggests a yearly review of the targets.



### Learning curve & SLA

We note that in the present draft decision the start of the learning curve for the forecast is linked with the learning of the SLA to be respected by the cable operator. Mobistar does not support this approach, based on the following elements :

- § 333 of the CRC decision of September 2014 regarding the Telenet reference offers, making clear that the learning curve for the SLA starts as of the first order of one of the beneficiaries.<sup>9</sup>;
- The content of the Telenet reference offers<sup>10</sup>;
- The previous specifications regarding the learning curve for the forecasting<sup>11</sup>.

We therefore consider that the SLA for Telenet, where a first order was made on July 17, 2014, has to be respected as from 17 January 2015 (17 July 2014 + 6 months).

With respect to Brutélé/Nethys, similar considerations apply, as well in the regulatory framework<sup>12</sup> and in the Brutélé/Nethys reference offer<sup>13</sup>. Also concerning the Forecast, it was decided that the learning curve is distinct from the one for the SLA.<sup>14</sup> We therefore consider that the SLA have to be respected as from 17 January 2015 (17 July 2014 + 6 months).

While consideration has been given to an alternative approach, this alternative was never retained by all parties involved. [REDACTED]

For the sake of completeness, Mobistar agrees with the position that a forecast should only be mandatory once a certain volume is reached. Below a certain threshold forecasts don't have much

<sup>9</sup>§ 333 “De idee om een leercurve te introduceren in de toepassing van de SLA is redelijk en wordt positief onthaald door het BIPT. Meer bepaald is er een leercurve voorzien van zes maanden, met ingang vanaf de eerste bestelling van één van de begunstigten, waarbij geen SLA-timers van toepassing zijn”

<sup>10</sup>More specifically annex TLN\_WRO\_GA\_P\_O\_PAAB - SLA en Voorspellingssysteem of the Telenet reference offer in section 4.2: “De SL treedt in werking 6 maanden na het realiseren van de eerste Bestellingen.”

<sup>11</sup> §430: Le CSA estime raisonnable de faire profiter le bénéficiaire d'une courbe d'apprentissage pendant les six premiers mois. Autrement dit, un bénéficiaire doit effectivement fournir des prévisions au cours de cette période, mais celles-ci ne sont pas contraignantes. Cela s'ajoute à la réglementation relative aux SLA où Telenet doit respecter sur une base best effort ses obligations SLA pendant les six premiers mois.

<sup>12</sup> §299: De manière plus spécifique, une courbe d'apprentissage de six mois est prévue, prenant effet au moment de la première commande de l'un des bénéficiaires lors de laquelle aucun SLA timer n'est d'application.

#### 2. SLA

Le présent chapitre définit les modalités et les conditions auxquelles NETHYS assurera des niveaux de service couverts dans le cadre de l'Offre de Référence de NETHYS pour le Service de Revente de l'Offre Analogique, de l'Accès à la Plateforme de Télévision Numérique et la Revente de l'Offre d'Accès Haut Débit.

Les Niveaux de Service présentés ci-dessous sont applicables après une période de 6 mois à partir de la réception des premières commandes du Bénéficiaire.

Par ailleurs, les valeurs mentionnées doivent être réévaluées sur une base régulière.

Le présent document est une partie intégrale de l'Offre de Référence mentionnée ci-dessus. En cas de conflit entre les conditions décrites dans cette Offre de Référence et le présent document, le présent document prévaudra.

<sup>13</sup>

<sup>14</sup> §378: Le CSA estime raisonnable de faire profiter le bénéficiaire d'une courbe d'apprentissage pendant les six premiers mois. Autrement dit, un bénéficiaire doit effectivement fournir des prévisions au cours de cette période, mais celles-ci ne sont pas contraignantes. Cela s'ajoute à la réglementation relative aux SLA où Brutélé doit respecter sur une base best effort ses obligations SLA pendant les six premiers mois.



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added value as (i) there is no meaningful impact on the operations of the cable operator compared to its own retail volumes, and (ii) for the beneficiary the risk of having incorrect forecasts is important taking the small forecast figures into account.

### Letter of Authorisation – LOA

Mobistar welcomes the change regarding the requirement for an LOA. A letter of authorization from the end user is only required when the end user asks the new operator to migrate on its behalf technically and legally the services it receives from its current operator.

Historically the need for a LOA was justified to avoid the takeover of end-user services without their explicit consent<sup>15</sup>.

In the cable regulation, the concept of a written approval was repeated and references to an LOA were made in the market analysis decisions of 1 July 2011 as well as in the qualitative decisions of 3 September 2013. Based on the above the cable operators impose a written LOA to allow the activation of a Mobistar service. This is clearly just an additional barrier to change imposed on the end-users and is not in line with the CRC Market decisions and the Telecom Law for the following reasons:

- The activation of TV distribution services or TV distribution + broadband services on a cable network does not require nor imply a de-facto technical cancellation of the previous service. Users can typically try and test the beneficiary services in parallel with their current services. Obviously this is also the case when the customer is getting the TV and broadband services from Proximus and when the customer changes to an offer relying on a cable network.
- The contract with the previous cable operator does not need to be terminated by Mobistar. Obviously it is in Mobistar's interest to inform the customer clearly about the procedure to follow to cancel the services with the current operator once the customer is satisfied about the Mobistar service and this to avoid double service charges.
- A written approval of the end-user is in any case provided by the contract which the end-user concludes with Mobistar.
- The nature of the service, in particular the different user interface and different content of the TV-offer (and remote control and settopbox...) will not allow that users are migrated to a Mobistar service against their will (as such changes would be noticed immediately).

In conclusion, Mobistar supports the clarification that an LOA is not required when the previous service is not cancelled by the new operator.

In the cases when a LOA is needed, the content and the format of the LOA cannot be imposed by the cable-operators (which is currently the case through the reference offers submitted to consultation). It must be clarified that the models proposed by the cable operators are at most non-binding examples for the beneficiaries<sup>16</sup>.

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<sup>15</sup>In particular in those cases where the take-over resulted in the implicit cancellation of the service provided by the previous operator which is for instance the case for fixed telephony with number portability or for broadband internet services based on xDSL.

<sup>16</sup>We further flag that the current models proposed by Telenet, Brutélé/Nethys include an abusive clause which provides for a direct invoicing (and implicit migration of the client) of the beneficiary's end users by the cable operators in case of measures to ensure the continuity of the services.

### Other topics

Mobistar welcomes most elements included in chapter 9 of the draft decisions of which a number correspond with the reservations expressed by Mobistar in its reservation letters to the cable-operators of January 2015 and/or with Mobistar's comments regarding the Binder Project of VOO.

### Valid request

Concerning the Telenet reference offers, Mobistar regrets however that its concerns regarding the "Valid request" annex have not been addressed.<sup>17</sup> This annex increases further the complexity and the number of conditions to adhere to for an alternative operator while these conditions are unnecessary and go clearly beyond the purpose of ensuring that an access request to the regulated wholesale offer is valid. Some conditions imposed by Telenet are basic regulatory compliance requirements (operator or service declaration) which of which the specifics are only to be assessed by the competent regulators and not by Telenet (we refer to conditions a) and e)). Other conditions relate to commercial 'non-regulated' contracts (we refer to condition (i)), i.e. elements which should be outside the scope in the context of a regulated access offer. Therefore Mobistar asks the regulators to closely monitor the application of this annex by Telenet and to ensure it cannot be used in an abusive way. In no case the eventual failure to comply with the conditions put forward in the Valid request annex can justify a refusal to provide access by Telenet without that this is being controlled and decided upon by the regulators.

### Binder project

Concerning Brutélé/Nethys, Mobistar invites the regulators to impose the completion of the Binder Project by the end of 2015. The elements put forward in the draft decisions correspond to comments that Mobistar already made in the past to Brutélé/Nethys which committed to complete its reference offer by October 2015. [REDACTED]

### Bank guarantee

Both the reference offers of Telenet and Brutélé/Nethys impose a bank guarantee on the alternative operator. While bank guarantees are also foreseen in the Belgacom reference offers, [REDACTED]

[REDACTED] Mobistar considers that a bank guarantee should not be imposed when the credit risk incurred is de facto nihil, as it implies the creation of an additional financial burden on the alternative operator. In any case a cap should be applied to the bank guarantee : when an alternative operator has sufficient end-users making use of the regulated cable networks these will generate sufficient revenues to ensure that any substantial amounts due for the wholesale services provided can be obtained from the related retail revenues.

## Mobistar comments – Cable wholesale RO consultation

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### Wholesale invoice

The implementation period has allowed to identify that the periodicity and nature of the wholesale invoices may lead to discussion or operational issues [REDACTED]

[REDACTED] Mobistar suggests that an obligation to issue monthly wholesale invoices is considered for integration in the reference offer, while other aspects regarding the wholesale invoice could be carried forward by the operational working groups.

### CPPS

The current reference offer of Telenet provides that the CAS Proxy Provisioning Server (CPPS) will apply per default for the activation of smart cards unless Telenet and the beneficiary agree on an alternative solution to CPPS. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] We invite the regulators to impose the adaptation of the reference offer of Telenet in order to explicitly allow both solutions.

[REDACTED]

### Chinese walls and anti-win-back measures

The regulation implies the need for the beneficiary to share information, as well regarding the evolution of its retail offers as regarding services ordered by individual customers. It is clear that the provision of such information to a competitor may be a source of anti-competitive conduct by the cable operators in case no measures and restrictions regarding the use of this information are imposed.

#### With respect to individual customer info :

In the process of acquiring a new customer, the beneficiary must inform the cable operator about the identity of the prospect. As there will always be a gap between the moment when ordering an installation at a new customer and the actual installation, there are clear means for the cable operator, in particular when the customer is already an active customer of the cable operator but not limited to this situation, to contact the customer in order to make retention offers or to lure the customer with new promotional conditions<sup>18</sup>. In the context of the “easyswitch” project, some cable operators even claim to be in a situation where they systematically must take contact with the leaving customer for instance to provide more information on eventual penalties (eg to inform the customer that if he leaves he has to pay the remaining instalments of a subsidised device).

While the general obligation that a SMP operator may not make abuse a competitor’s retail customer information for its own commercial activities is clear, the current specifications don’t provide sufficient guarantees this will actually be adhered to by the cable operators (see element above). Therefore Mobistar insists on the inclusion of an explicit restriction regarding such abusive uses of information.

#### With respect to the evolution of the retail offers :

When an alternative operator wants to differentiate its offer from the underlying cable network operator, it is in a situation where it must inform this operator and direct competitor on the retail market of the intended change. This situation occurs in a number of situations, such as :

- When requesting a specific “own” broadband profile;
- When adding channels not distributed by the cable operator;
- When putting forward new end user equipment for tests.

For all these cases it is clear that the wholesale department of the cable operator must be informed and have access to the related information. At the same moment it is clear that the retail or strategy departments of the cable operator should NOT have access to such information.

At the moment, it is not clear if – and if so, how – the cable operators have implemented measures to ensure that confidential information with respect to the evolution of the alternative operator’s retail offer is not accessible to the cable operator’s retail department.

Mobistar requests that clear and verifiable rules are imposed on the cable operators to ensure that the above requirement, which is absolutely required to avoid anti-competitive conduct by the cable operators, is implemented and adhered to.

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<sup>18</sup> Already during the friendly user trial a customer who cancelled the existing cable operator subscription was recontacted for a win-back.

### Test requirements for TV-decoder & modem

During the implementation phase Mobistar has experienced a wide diversity and degree of arbitrary requirements imposed by the cable operators before being allowed to integrate Mobistar end-user devices on the cable networks. While Mobistar obviously acknowledges the need for sufficiently granular and profound tests, such tests should not become an artificial, expensive and arbitrary delaying element in the roll-out of new equipment versions. Mobistar understands that a specific study is being undertaken regarding this topic (which should in our view lead to regulatory approval of the tests required), but nevertheless flags its main concerns regarding this below.

### Current situation

Until now, Mobistar has performed the tests as defined in the test-books specified by Telenet and Brut  l  /Nethys for the modem and specified by Telenet for the decoder. Mobistar considers that these tests have limited added value (both for the cable-operator and for Mobistar). Besides the fact that the certification process is heavy, time consuming and expensive it does not guarantee a flawless integration of technical changes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Until today there have not been any certification related issues with the Mobistar modem (not on the Telenet network nor on the Nethys/Brut  l   network). The same applies for certification related issues for the TV-decoder [REDACTED]

[REDACTED] Therefor Mobistar considers the current certification obligations as unnecessary, especially as both the modem and the TV-decoder are using proven and mature technologies (DOCSIS & DVB-C) for which a certification is already obtained by the supplier.

### Test requirements regarding the TV-decoder.

As the decoder is a "non-active" device the impact of connecting a TV-decoder to the cable operator network is none. Apart from the comments in this document Mobistar agrees that its TV-decoder needs to respect the requirements put forward in the annex *TLN\_WRO\_TA\_I\_S\_PDAA - Specification and Certification AO STB*.

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[REDACTED]

[REDACTED]

[REDACTED]

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To allow that the cable-operators can perform changes on their network, Mobistar proposes that alternative operators certify that their TV-decoder is supporting a number of changes which are pre-defined in a “Compliance bible”. Changes not included in this document have to be agreed upon and notified to alternative operators in compliance with the notification delay for major changes. A proposal for “Compliance bible”, pre-defining the changes to be supported by an alternative operator’s TV-decoder, can be found in annex.

### Test requirements regarding the modem.

Apart from the comments below, Mobistar agrees that each new modem needs to respect the requirements put forward in the annex TLN\_WRO\_TA\_B\_S\_PAAA - Specification and Certification AO modem.

[REDACTED]

[REDACTED] not all software versions of the modems of the cable operators themselves are certified by an “independent, equipped and recognized 3<sup>rd</sup> party”. As the cable operators have a fully equipped test environment this allows them to validate software changes without the support of an external certification authority and expensive test procedures.

Finally, the evolution in the capacity and cost of the network elements<sup>20</sup> of which the cable network is composed make it almost impossible for a 3<sup>rd</sup> party to assure that it has all the required network elements to perform the tests.

Therefore Mobistar requests that :

- either a non-discriminatory approach for the execution of the same tests in the same situation by the cable-operators and alternative operators,
- or the (also non-discriminatory) access to the cable operator test environment for a limited period of time in order to jointly validate modem software upgrades<sup>21</sup>.

Alternatively alternative operators should have the possibility to ask their supplier to perform the testing.

Finally the costs for the tests should be borne by the party at the origin of the change (eg when the cable operator deploys a new technology or makes significant changes to its network the costs for testing the absence of issues on the modem of the alternative operator should be covered by the cable operator)

### Access IT test-environment

Today, Mobistar only has access to the IT-test platform of Telenet in the context of a new IT release initiated by Telenet. Mobistar should have the possibility to perform tests on the same IT-test platform to validate a new release on Mobistar’s side as well.

[REDACTED]

[REDACTED]

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[REDACTED] Mobistar proposes to share with the cable operator sufficiently upfront the timeslot required for a new Mobistar release. Further details regarding this should be agreed upon in an operational working group.

### Content

#### Lack of access to all channels on the digital TV platform

Since the implementation of the cable regulation Mobistar expressed its concerns regarding the effective access to the digital TV platform [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Mobistar considers this unacceptable because<sup>24</sup>:

- under the market analysis decisions, cable operators are imposed an access remedy to the digital TV platform (see §890 of the Market Analysis Decision FR region of 1/07/2011) in contrast with the pure resale obligations on analog TV and broadband access. Such access remedy covers all channels available on the platform.  
[REDACTED] any other interpretation results in emptying the access regulation of its substance and creates a clear possibility [REDACTED] to escape its regulatory obligations [REDACTED]
- excluding access to channels available on the digital TV platform [REDACTED] [REDACTED] could also place alternative operators in a discriminatory position towards the retail arm of the cable-operators.<sup>25</sup>

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[REDACTED]



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- such interpretation violates the transparency obligations applying to cable-operators as imposed by the market analysis decisions of 2011 [REDACTED]

Mobistar requests to clarify that the access to the digital TV platform implies **all** channels available on the digital TV platform [REDACTED] and to [REDACTED] complete their reference offers with **all** the channels available on their digital TV platform.

Additionally and in order to ensure transparency, the service plan including all the channels should be part of the reference offer and maintained up to date by the cable-operators.

### Change of channels (add/remove)

The reference offer decisions of September 2013 defined a framework with respect to the prior notification of changes and in particular with regard to channels that are added or removed by cable-operators. The past implementation period shows that the cable-operators do not respect the imposed notification periods<sup>26</sup>.

Such notifications are nevertheless necessary as broadcasters are clearly not obliged to provide information about the channels that are launched by (competing) TV distributors (such as Brutélé/Nethys, Telenet or Proximus TV). Obviously an alternative operator cannot require or impose notification obligations on broadcasters with respect to their service on other networks. The same applies when a channel will be removed from a given network. As the broadcasters are not regulated, they are furthermore bound by confidentiality or alike clauses that may apply in their contractual relationship with the cable network operator. On the other hand, the cable network operators are under a regulatory obligation to provide such information.

To ensure that content changes do not lead to anti-competitive effects, Mobistar invites the regulators :

- To reiterate formally that any notification period regarding the addition or removal of any channel (whether as part of the basic pay TV offer or of a premium offer) applies and that cable-operators are bound by those notifications;
- To clarify that such notification period applies for all changes, also in case of changes that are driven by decisions of the broadcasters.

See also further details in the section on change management below.

### Addition of analog channels

Today, there are no constraints on the cable operators to add channels to the analog offer. [REDACTED]

[REDACTED]

[REDACTED]



### Change management

The preceding and current phases of the introduction of the wholesale access to the cable networks have allowed to identify the need for more elaborated rules in the context of change management for both the underlying cable network operator as for the alternative operators.

Already in the regulatory decisions of 3 September 2013, the regulators were in favour of an exhaustive listing of all possible scenarios of changes to the reference offers requiring a notification period of 3 or 6 months.

Although a number of clear rules have been identified in those decisions regarding the regulatory obligations of the cable operators, practice shows that these rules are either not respected or otherwise interpreted in a minimalistic way. As a consequence, alternative operators risk to be informed to late about network and retail offer related changes that may have an impact on their own solutions and offer.

As operators are obliged to inform their own customers at least 1 month in advance about changes to their service offer, this implies a clear need for the alternative operators to be informed (significantly) more in advance about changes that would be induced by actions of the cable operators. Depending on the nature of the change, a large number of decisions and actions may have to be taken by the alternative operator [REDACTED]

As it is not possible to identify all possible changes in the context of the consultation, and as real life experience will allow to identify further changes that need to be addressed, Mobistar proposes that, through operational working groups with regulators, cable operator and beneficiaries of the wholesale offers, a set of rules and processes are agreed and implemented (obviously during this period the already applicable rules have to continue to apply).

Below are a number of area's and examples which should be further developed in this context.

#### Retail offer changes :

Given the "retail minus" nature of the wholesale regulation, any change in the cable operator's retail offer should be notified in advance to the alternative operators using the regulated access.

With respect to retail offer changes, further clarity is required but not limited to for instance the elements below :

- Broadband profile changes (eg address difference between creation of new profile and subsequent migration of existing customers to such profile versus change of the profile as such – see illustration of such changes by VOO in annex).
- Content changes, covering addition / removal / renaming of channels at the level of the cable network (so independently on the approach by which a channel is offered to end-users, i.e; whether a channel is part of the basic pay TV offer or part of a premium bouquet does not impact the need for information). What is relevant here is whether or not the beneficiary – once the rights are obtained - can offer the channel as part of the regulated set of channels or whether the request to add a given channel should be as "reasonable request".

[REDACTED] Addition of analogue channel : [REDACTED]

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- [REDACTED]
- Data volumes measurement (and fair use policy) changes, as these typically imply the need for reviewed wholesale billing conditions.
  - Technical evolution of the network (eg major step-change in bandwidth provided) : to be developed further.
  - Removal of an existing retail offer (which is used as basis for a given wholesale offer on which customers are active) : given the high complexity and possible operational impact of such change, a 6 months notification should be required.

### Change of technology

When the cable-operators decide to implement a new technology in the network (as for instance the roll-out of Docsis 3.1), the Beneficiaries should be informed sufficiently in advance to allow all parties to assess the impact and the best implementation method. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Further, the prior notification should be done ensuring a non-discriminatory approach to allow the alternative operators to offer their end-users access to technological evolutions at the same time as the cable-operator's end-users.

### New IT system or release

A cable operator IT upgrade requires that alternative operators adapt their IT systems accordingly to take care of API changes. The required changes are to be integrated in a given software release. To ensure proper functioning, releases must be aligned in timing and functionality.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



As indicated further, Mobistar suggests to have these elements further defined and addressed via operational working groups.

### Planned maintenance and other interventions with possible end-user impact

For instance a change to the optical node (such as split, new Lambda, frequency extension DS/US) is a network intervention by the Cable Operator which interrupts the Broadband, TV and Radio services for a few hours. Other planned interventions (eg Telenet's "De Grote Netwerf") have end-user impact. Obviously the alternative operators need to be able to inform their customers in the related area about such service interruptions at the same moment as the cable operator informs the own end-users, so the related information should be provided sufficiently in advance to allow such timing.

In summary, more detailed requirements and processes than those currently specified should be developed and agreed in cooperation with the stakeholders involved to address the various changes at wholesale and retail level.

### Change of retail profiles

#### *Modification of profile characteristics of existing profiles*

The current implementation and friendly user trial period has allowed to get real life experience with respect to the nature and approach of the changes of the broadband profiles offered by the cable operators.

Lessons learned imply in any case that improvements are required regarding the approach for broadband profile changes and that reconsideration must be given to the nature and number of profiles that alternative operators can rely upon. Also the notification periods for profile changes have to be reconsidered.

Mobistar in any case supports the clarification that the beneficiary can choose not to follow the cable operator's profile changes (the choice to follow or not to follow profile adaptations must be part of the commercial freedom of the beneficiary). Mobistar also supports the explicit mentioning of the obligation for the cable operators to notify any change to their reference offer (which includes changes to the profile characteristics), as this obligation is not adhered to in a systematic way at the moment<sup>27</sup>.



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[REDACTED]

[REDACTED] Mobistar proposes that the regulators define the principle of “orphan” profiles. These are profiles that were part of the cable operator retail profile pool and activated by the alternative operator, but for which the cable operator decides to stop the commercial retail offer. As for those profiles the cable operator will not have had any bespoke wholesale development effort, Mobistar considers that such profile – when continued by the alternative operator - should not be considered as becoming an “own profile”. Any other choice will imply the de facto obligation for the alternative operator to either follow exactly the cable operator’s offers, including profile changes, or will result in intensive migration activities to maintain the same retail offer. This would represent a serious limitation for alternative operators in the definition of their retail offers.

Note that the “profile migration activity” as such is not clearly defined [REDACTED]

Mobistar agrees that the implementation costs for the own profiles are part of the set-up costs paid by the beneficiaries.

To avoid that cable operator retail offer changes (typically an increase of the bandwidth in combination with an increase of the volume but offered at a higher retail tariff) automatically implies a change of the retail offer characteristics for the alternative operator, the alternative operator must have the choice to follow or to not follow the change.

- a. In case the change is followed, clearly the updated profiles and updated wholesale tariffs will apply for the alternative operator. The change must be done transparently and without any cost for the beneficiary.
- b. In case the change is not followed by the alternative operator and the beneficiary wants to keep the customer on the “orphan profile”, the profile should be kept in the common pool of retail profiles as long as the beneficiary commercially uses this profile. The wholesale charge for this orphan profile should be defined by the use of the same principle as the own profile price calculation. [REDACTED]

[REDACTED] The consequences on the regulated cable operator (to maintain a profile that already existed in the network) are minor, while the

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[REDACTED]

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impact – to have to adapt the applicable profiles for the customers while this may not suit the competitors objectives or needs – are important. To impose such change on the alternative operator would be disproportional. Mobistar suggests to clarify these elements further during the planned review of the qualitative reference offers.

An approach by which the alternative operator has the choice to apply or not to apply such change is a predictable, proportional and reasonable alternative and it stimulates competition (and choice) in the interest of the consumers.

Notification periods for cable initiated changes require alignment with implementation delays for Mobistar’s own specific profiles. Therefor an additional four week buffer (for commercial strategy definition and migration planning) and an additional inclusion of Mobistar’s IT delays have to be considered in the notification period.

Mobistar considers that a notification period of 2 months on top of the period that is required by the cable operators to implement an own profile of an alternative operator is a reasonable period.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]



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### Data Volumes

Mobistar disagrees with the position that data volumes should be considered on a per user basis and not aggregated.

Mobistar considers that the wholesale data-volume invoicing should be as independent as possible of the cable operator's retail invoicing. This avoids that changes to the retail invoicing approach imply systematic changes to the wholesale invoicing approach. It also creates more room for innovation and differentiation for the alternative operators, which is obviously beneficial to the competitiveness of the market and the consumers.

Furthermore, there is no technical justification : assuming a volume limitation of 150 Gb for a given profile, there is from network technical point of view no difference if customer A consumes monthly 100 Gb & customer B consumes 200 Gb or if both customers consume 150 Gb. To address the data traffic invoicing on an aggregate basis, either by the overall total or by activated broadband profile, even facilitates the wholesale invoicing.

In any event the data-volume accounting must be **non-discriminatory** vis-à-vis the cable operator's own retail offers (eg Telenet counts only half of the night traffic – cfr figure below).

### Piek- en daluren bij een abonnement met vast volume

Nacht (daluren)	<ul style="list-style-type: none"><li>• Tussen middernacht en 10 uur 's morgens (<b>nachtsurfen</b>)</li><li>• Je internetverbruik telt maar voor de <b>helft</b> (1 GB = 0,5 GB). Dat betekent dat je...<ul style="list-style-type: none"><li>• <b>Telemeter</b> 's nachts maar de helft van je verbruik bijhoudt</li><li>• 's nachts dubbel zoveel kunt versturen en ontvangen als overdag</li></ul></li></ul>
Dag (piekuren)	<ul style="list-style-type: none"><li>• Tussen 10 uur 's morgens en middernacht</li><li>• Je internetverbruik telt <b>volledig</b> (1 GB = 1 GB)</li></ul>

Figure 4: Datavolume accounting rules Telenet (<http://klantenservice.telenet.be/content/wat-zijn-de-piek-en-daluren-bij-een-abonnement-met-vast-volume>)

### Approval of the charge for the content and the applicable wholesale tariffs

The retail minus formula implies (implicitly or explicitly) that it is the charge mentioned by the cable operators on their retail invoice as being the charge for content that is reduced from the retail price before application of the minus.

This implies that changes in this amount are reflected fully in the wholesale price. The definition of this 'content' amount charged to the end-users by the cable operators is (at least for Mobistar) not clear.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In a more general and even more important way, the regulators should, each time a cable operator announces a change to its retail tariffs, apply the decision for the determination of the wholesale charges and impose that the cable operators publish the newly applicable tariffs as annex to the reference offers.

#### Lead times for implementation of changes

Since the start of the FUT in July 2014, Mobistar has asked several adaptations to Telenet and Brutélé/Nethys.

[REDACTED]

[REDACTED]

[REDACTED]

To avoid similar situations in the future, Mobistar invites the regulators to impose a maximum time of 1 month to examine a request and to provide a high level project plan for implementation within maximum 3 months.

## Regarding the required adaptations in order to fulfill Regulatory Obligations

### Provide justice support beyond identification

Measures to allow legal interception on a fixed network require important implementation costs. These implementation costs for a new entrant act as an additional barrier to entry at start when its clients base is limited, the important investments cannot be amortized on the low revenues derived from the limited client base. Conversely, large fixed operators with large client base such as cable-operators, have implemented such legal intercept obligations. The current regulatory decisions do not organize a specific support from the cable-operators regarding the legal interception requests made on a Beneficiary's end users. In view of the limited impact that the performance of such request on behalf of the Beneficiary would impose on cable-operators in terms of investments, Mobistar invites the regulators to clarify that any tapping request for a client located on the cable operator's network can be performed by the cable operator. The costs for such request, which is fixed by the law, would in such case have to be supported by the alternative operator.

### Transparency on fair use & traffic management

We remind that the BIPT has issued a series of requirements regarding the transparency obligations with respect to traffic management. See for instance below.

#### 1. Algemene overwegingen

Het BIPT onderstreept dat het met zijn vragenlijst en controle de transparantie betreffende eventuele verkeersbeheerprocedures onderzoekt en geen uitspraak doet over de inhoud en toelaatbaarheid van dergelijke procedures.

In de mate dat u verkeersbeheerprocedures invoert of wijzigt die ertoe leiden dat:

- het P2P delen van bestanden wordt geblokkeerd of afgeknepen ("throttled")
- VoIP wordt geblokkeerd of afgeknepen
- andere specifieke soorten van verkeer (poort, protocol, applicatie, gebruik, enz.) worden geblokkeerd of afgeknepen
- specifieke aanbieders van applicaties of inhoud (bijv. aanbieder van website of VoIP) worden geblokkeerd of afgeknepen
- specifieke soorten van over-the-topverkeer een voorkeurbehandeling krijgen (bijv. aanbieders van specifieke inhoud of applicaties en/of specifieke applicaties of inhoud)
- het internettoegangsverkeer op dezelfde toegang beïnvloed wordt door het aanbod van gespecialiseerde diensten (bijv. op infrastructuur gebaseerde telefonie (facilities-based telephony) en televisie via breedband in tegenstelling tot over-the-topapplicaties)
- andere maatregelen op netwerkverkeersniveau worden toegepast die een invloed hebben op het vermogen van de eindgebruikers om toegang te krijgen tot informatie van hun keuze, de verspreiding van deze informatie of invloed hebben op de vrij keuze van eindgebruikers om gebruik te maken van toepassingen en diensten

verwacht het BIPT dat u hem hierover informeert vóór de eigenlijke toepassing ervan (zie het eerste lid van artikel 113, §5 van de Wet<sup>2</sup>).

Deze maatregelen dienen verder een contractuele grondslag te hebben (zie artikelen 108, §1,b, vierde streepje, van de Wet<sup>3</sup>) en reeds op contractniveau uitgewerkt te worden in "een heldere, gedetailleerde en gemakkelijk toegankelijke vorm".

Een publicatie op de website van de operator van algemene voorwaarden waarin deze procedures zijn gedetailleerd en waarin de invloed ervan op de kwaliteit van de dienstverlening wordt uitgelegd is tot slot niet voldoende om te voldoen aan artikel 113, §5 van de Wet. Dat artikel staat op zichzelf en moet dan ook op zichzelf ten uitvoer gebracht worden door een aparte publicatie op een deel van de website van de operator, dat bestemd is voor de eindgebruiker<sup>4</sup>.

<sup>2</sup> "§ 5. Ondernemingen die openbare elektronische-communicatienetwerken aanbieden, alsook ondernemingen die openbare elektronische-communicatiediensten verstrekken leveren het Instituut informatie over door de aanbieder ingestelde procedures om het verkeer te meten en vorm te geven, om te voorkomen dat een netwerkaansluiting verzadigd of overbelast wordt."

<sup>3</sup> "§1. Ieder contract dat gesloten wordt tussen een abonnee en een operator, [tot het leveren van een aansluiting tot het openbare elektronische-communicatienetwerk of tot het leveren van openbare elektronische-communicatiediensten] bevat op zijn minst de volgende inlichtingen [in een heldere, gedetailleerde en gemakkelijk toegankelijke vorm]:

[...]  
b) [de verstrekte diensten met name :

[...]  
informatie over door de onderneming ingestelde procedures om het verkeer te meten en te sturen, om te voorkomen dat een netwerkaansluiting wordt verzadigd of oververzadigd, en over de wijze waarop deze procedures gevolgen kunnen hebben voor de kwaliteit van de dienstverlening;]"

<sup>4</sup> Dit gezien artikel 113, §5, tweede lid van de Wet de publicatie van informatie "ten behoeve van de eindgebruikers" beoogt.



## Mobistar comments – Cable wholesale RO consultation

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Obviously in order to be able to comply with its transparency obligations towards its end-users, the beneficiaries must know in detail which and how any traffic management applied by the cable-operator may impact the beneficiary end-user.

Mobistar has therefore requested to the cable-operators to receive a detailed description of the traffic management rules/ Fair Usage Policy that will be applied or may impact the alternative operator's end-users.

[REDACTED]

Mobistar therefore invites the regulators to ask the completion of the reference offers of Telenet & Brutélé/Nethys with a clear description of the traffic management rules. [REDACTED]

### Obligation to publish QoS indicators for fixed

The decision of the BIPT of 15 July 2015 has provided that fixed operators are submitted to the obligation to publish several QoS indicators to ensure adequate information for the consumer and to allow fair competition between all operators. These indicators relate among other to the start of the service, the complaint rate for the initial malfunctioning of a fixed installation, the outages rate on fixed lines, the repair times of fixed lines, response times to customers enquiries.

To allow alternative operators to provide equal quality of service to its end-users as the cable-operators offers to their own customers in a non-discriminatory way, the beneficiaries must have access to operational information which is only available on the cable-operator's infrastructure.

Mobistar has therefore submitted requests regarding the diagnose of the quality of the internet service [REDACTED]

[REDACTED] to Telenet and Brutélé/Nethys. [REDACTED]

Mobistar invites the regulators to ask the integration of those elements in the technical annexes of Telenet and Brutélé/Nethys.

### Obligation to inform customers individually of internet speeds

Following BIPT's Council Decision of 4 December 2012 concerning the communication of the speed of fixed broadband connections, the speed of the connection must be provided to the end-user at the time of the contract signature. To this end, the existing customers are classified in different categories as defined by the BIPT<sup>30</sup> and the speed of the existing customers is measured. At the

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<sup>30</sup> On copper, according to the VDSL2 deployment rules.

On coax, according to the number of customers per optical node.

## Mobistar comments – Cable wholesale RO consultation

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contract signature the expected speed based on the category in which the future customer will be is stipulated on the contract.

In the absence of sufficient information on the network topology and current speed, Mobistar has requested the cable-operators to provide the required information in order to be able to comply with its regulatory and legal obligations.

The information provided is not only incomplete but Mobistar does not dispose of the necessary tools in order to be able to provide the required information to the end-user.

Concerning VOO

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Concerning Telenet

[REDACTED]

[REDACTED]

[REDACTED]

**Mobistar requests**

Mobistar requests the regulators to clearly state that the cable-operators (as the network operator) must provide the speed information for the different categories on their network to the beneficiaries.

Additionally, the cable-operators should provide the necessary IT tools in order to allow the beneficiaries to identify at the time of the contract signature in which category the future end-user will belong in order to be able to provide the mandated information on the new end-users contract.

Finally should the categories put forward by the BIPT decision be insufficient to correctly categorise the end-users (for example in case of two different network topologies or in case of partial network upgrades<sup>31</sup>), the necessary information should be provided with the necessary granularity in order to be able to provide the most correct information to the end-user.

[REDACTED]

### Other technical topics

#### DVB-SSU bandwidth

##### Introduction

DVB-SSU (System Software Update) is the part of DVB standard which is used to upgrade remotely the TV-decoder by broadcasting the new software over the DVB network.

All cable operators are using DVB-SSU to maintain their decoders up-to-date.

##### Bandwidth allocated

In the early phase of the cable regulation implementation in 2014 Telenet and Brut  l  /Neythys have dedicated some network bandwidth capacity for the first Mobistar TV decoder. The bigger the allocated DVB-SSU bandwidth is, the faster the software upgrade is achieved, resulting in a better (or worse) customer experience (shorter service interruption with higher bandwidths).

Both Telenet and Brut  l  /Nethys put forward to provide bandwidth on a best effort base.

[REDACTED]

##### Mobistar requested evolution

Mobistar requests a fair distribution of the total available capacity in HomeMux between all TV decoders of the different operators. [REDACTED]

DVB SI/PSI signalling

Introduction

During the implementation of the cable regulation many meetings were organized about DVB SI/PSI signalling. This discussion, in which the regulators were involved, was crucial for Mobistar

[REDACTED]

The original technical documents defined by the cable operators were incomplete and did not detail how to manage this mandatory requirement. This situation should be addressed in the updated obligations.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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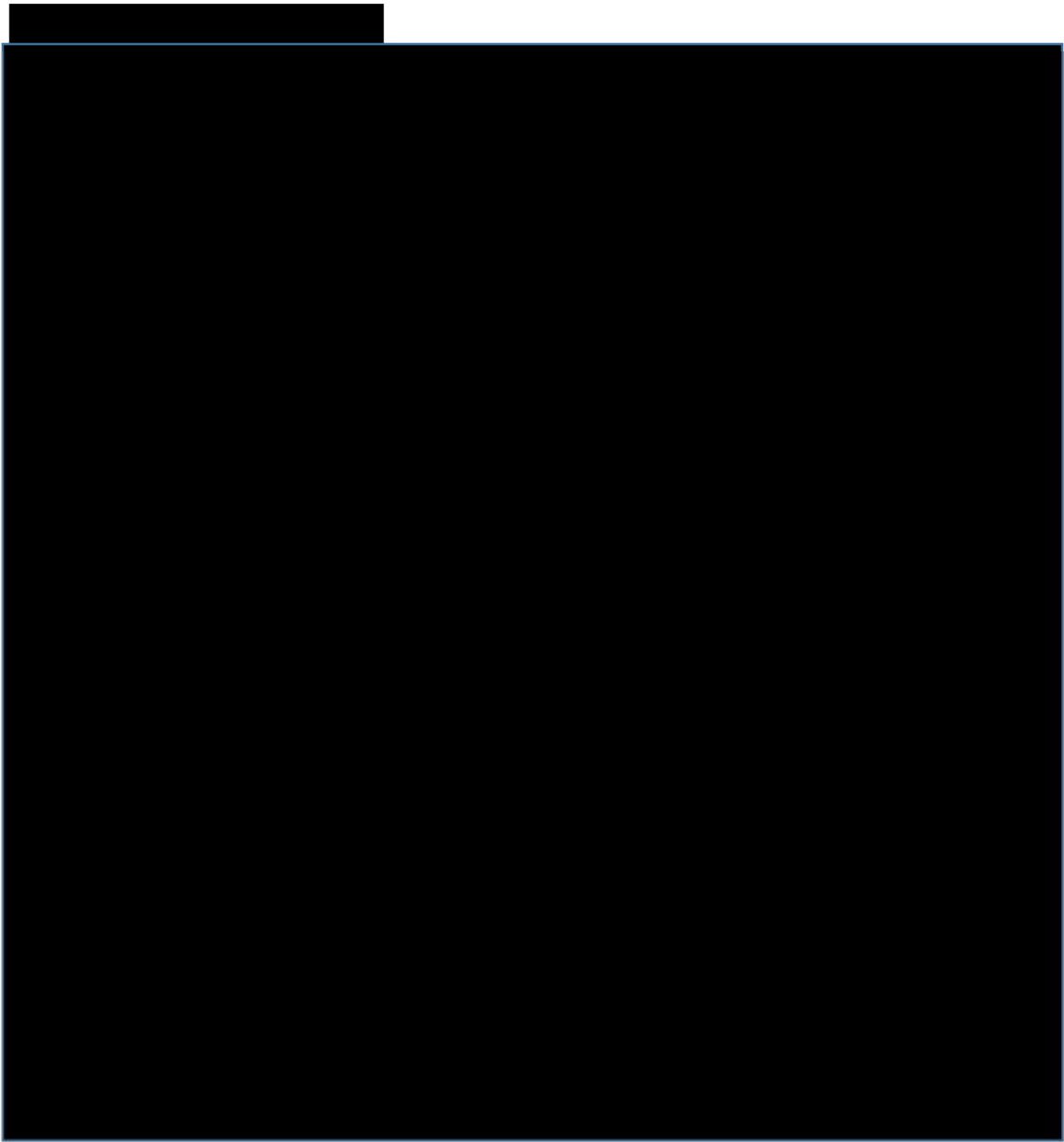
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