



Digicel

Digicel's Response to Consultation C13/1000: Email Mobility

30th September 2013



The comments as provided herein are not exhaustive and Digicel's decision not to respond to any particular issue(s) raised in the consultation or any particular issue(s) raised by any party relating to the subject matter generally does not necessarily represent agreement, in whole or in part with the Authority or any party on those issues; nor does any position taken by Digicel in this document represent a waiver or concession of any sort of Digicel's rights in any way. Digicel expressly reserves all its rights in this matter generally.

We thank you for inviting Digicel to provide its comments on this consultation and of course are available for any questions you may have.

Please do not hesitate to refer any questions or remarks that may arise as a result of these comments by Digicel to: -

Wayne Caines

CEO

Digicel Bermuda Ltd

Address: Washington Mall, Phase II

22 Church Street

Hamilton, HM 11

Bermuda

Tel: 1 (441) 500-1010

Email: wayne.caines@digicelgroup.com



Response

The Authority has proposed in section 3.1 that operators forward emails to another email address if the customer moves to another provider. We think that it is important in this context to remember that email is seen for what it is: a fully (near perfectly) competitive market. Everyone is able to create an email address that they may use with any communications provider in the world by obtaining their own sub-domain. Customers may, alternatively, choose to take an email address from a communications provider in Bermuda or a provider such as Yahoo or Google which can only be used with that provider (because it relies on the provider's sub-domain) but customers have absolutely no need to do so. Therefore we feel strongly that in principle a communications regulator should not be forcing regulatory obligations on communications providers where customers have entirely of their own volition chosen not to take advantage of a fully competitive market for email addresses. No economic regulation (such as requiring a free service) should usually be imposed where the customer has a fully competitive market at his disposal but chooses not to take advantage of it. The only course of action that the Authority might consider therefore is to encourage communications providers to inform potential email users of their existing option to have full ownership of their own email addresses (and as many variations as they wish) for life by obtaining their own sub-domain.

Consequently, if the Authority is so minded it could instead limit its intervention to require communications providers to tell customers on sign up to an email service that any email address using the communications provider's own sub-domain cannot be transferred to another provider. Further, new customers could be told that the customer can of course purchase their own sub-domain from a Domain Registrar with which to establish their own email addresses.

It should also be remembered that providers incur a licence cost for each email address subscribed to and connected to the provider's own sub-domain. While we strongly feel that for the reasons explained above providers should not be under any obligation whatsoever to forward emails that use their own sub-domain, any forwarding period that was imposed would have to be much shorter and providers should be entitled to levy a charge to cover their costs.

Consequently, in respect of existing subscribers to email addresses we would if clause 3.1 survives in any form modify the wording as follows:

"3.1 Initial Period for transfer of emails



*In accordance with the planned legal provision, when a subscriber cancels a service of access to the Internet, the service provider, upon request by the subscriber, and provided payment is made would forward to any email address as indicated by the subscriber, all emails addressed to the subscriber's previous email address for a minimum **period of 1 (one) calendar month**. The subscriber may request an additional period of up to 5 (five) calendar months. In either case the provider may charge a fee to cover the associated cost, which fee must be paid by the date of termination of service of access to the Internet. "*

Clause 3.2 would have to be amended in tandem to:

3.2 Notification during the Initial Period

During the period of any email forwarding, the original ISP would, provided payment is received, generate an automatic response message to all email senders (those sending email to the subscriber's initial email address) alerting them about the subscriber's new email address. The automatic response message would only contain the following information regarding the Subscriber's new email address and the provider would be entitled to charge for any automated reply service at the time of termination of service of access to the internet.