



15 November 2016

**Cable & Wireless (BVI) Ltd. (doing
business as “Flow”)**

**Customer Charter on Fixed
Broadband Service**

Effective 15 November 2016



Introduction

Cable & Wireless (BVI) Ltd., doing business as “Flow” is committed to the British Virgin Islands and to our customers. We believe that operating our networks and serving our customers in the BVI is a privilege and a responsibility, and we are proud to be serving the people of the BVI.

Flow understands and fully supports the goal of the Telecommunications Regulatory Commission (**Commission**) and plans to offer world class communications services which put the VI on par with the most advanced countries in the world. We recognize and support the efforts of the BVI Government and the Commission to provide BV Islanders with fast, reliable broadband speeds that enable them to do business more efficiently, communicate more efficiently and cost effectively, and which also give them access to the best content available.

These commitments have been developed in consultation with the Commission. They represent real, measurable standards which the Commission and Flow have agreed in the interests of improving the quality of services to our customers.

A Contract of Faith

With Flow, it's not just about business. It's about a commitment to excellence and being the first choice for our customers for the services that keep them connected, including fixed, broadband, mobile services and beyond. It's about a legacy of bringing world class technologies and communications services to the Caribbean and to the BVI long before anyone else, and providing them in a way that's better than anyone else. It's about being the first choice for our customers, both now and into the future.

That's why we have set out below, a list of commitments we intend to keep with our broadband customers, which details the standards against which our broadband services will be judged, by you, our customers.

But these commitments are also important to Flow, because we recognize that our customers deserve the best from us and we simply want to do better to guarantee them the experience they expect. We're working hard to achieve the goal we set ourselves of being the best provider in the VI for all our customers' needs and these commitments represent our statement to you, our customers, of what we hope to achieve and what our performance should be judged against.





And they are only the beginning. We've worked hard over the last several months, and we've invested almost 2 million USD in 2016 alone, to upgrade our networks and to improve the quality and reliability of our broadband services as quickly as we can. We fully expect customers to start experiencing a gradual improvement in their internet services in the final months of 2016. In fact, some of our customers have already seen a marked improvement in their broadband service with Flow and we fully expect that this number will grow significantly in the months of November and December of this year. And while we've invested significant sums to make upgrades in 2016, our commitment to you, our customers, is that we will continue to make similar investments in the BVI well into 2017 and beyond. In other words, the best is yet to come, and we want you, our customers, to be there with us when they do.

Our Promises to You:

1. Commitment to Better Service

Customer Commitment

When you	Our Commitment	Our Guarantee
Purchase a broadband product or order a service from Flow	To offer the best customer experience and value for money and resolve issues quickly.	We will grant to you a warranty consistent with the manufacturer's warranty. Any Equipment which is found to our satisfaction to be defective as a result of faulty design, manufacture or workmanship ("defective Equipment") at the time of delivery to you or within sixty (60) days thereafter will be replaced by us during that period at no cost. If you are not totally satisfied with the broadband service you ordered you will have 15 days to cancel it with no penalty.





Order a landline and/or Broadband service	To connect your landline or broadband service within 20 working days (subject to line plant being in place). If line plant is not in place a date will be agreed with the customer.	Should it take longer than 20 days to provide service Flow will provide your first month's rental free of charge.
Have a service affecting fault on your landline or broadband service	We will fix your service affecting fault (service/outage within the Flow network) within 2 working days after the day it was reported. For any degradation of broadband service where we can clearly identify a network fault we will raise a fault on your behalf and follow the process we set out below.	Should we take more than 2 working days to fix your fault, we will credit you the pro-rated daily rental amount, which will be shown on the following month's bill. Should the fault not be fixed within 15 days a full month's rental for the service will be credited in the next bill run.
Have an enquiry, complaint or compliment	We will respond to any general enquiry you make via email within 2 working days. We will respond to any complaint or compliment (via email) you make within 2 working days. \to (we ask that you provide clear contact details) bvi-customerinquiry@cw.com	Our customer experience team will do all they can to resolve your complaint within 20 working days after the written/email complaint is received. If you let us know when you receive excellent service we will pass this onto the member of staff concerned and their manager.
Receive your bills	To ensure that your bill is accurate. To provide you with many alternative methods of payment, including online, Interactive Voice Response system, fast track credit card/cash machines in store, online bank payments via	We will ensure that we provide you the best tariff/service available for your needs. If payment is not received within 21 days of the bill due date we will attempt to contact you before we restrict





	Scotia and First Caribbean. To provide Flow ID services which allows customers to monitor their bills online. To work with you should you have trouble paying your bill - we will offer you a repayment plan should you contact us immediately after your bill has been produced. To do everything possible to work with you to avoid disconnecting your telephone service.	your service/account.
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2. Commitment on Customer Compensation

2.1 Faults: In the event that Flow identifies a fault or you report a fault, Flow commits to provide compensation to you as described in 2.1 through 2.3 and set out in Table 1 below.

2.1.1 Flow commits to resolve all faults found by Flow to be caused by the network ("network-caused fault") within 2 working days. If a network-caused fault is not resolved within 2 working days then Flow commits to offer compensation or the use of a temporary Mifi device.

2.1.2 Customers are advised to read the guidance set out in Table 1 and refer to these Commitments when seeking compensation. In the event that we do not provide compensation or an alternative device as set out in Table 1, you will have the option to advise the Commission, who will take up the matter with us on your behalf.

2.1.3 In table 1, "**No service**" means an outage and equals complete loss of service on the fixed broadband network.

2.1.3.1 When you make outage report, or an outage is identified by us, it is logged as a fault.

2.1.3.2 If the fault is found to be a network-caused fault, then you may be due compensation or the use of a temporary Mifi device, as specified in Table 1.





- 2.1.3.3 If the outage is proven to be caused by issues at your premises and not network related, you will not be entitled to compensation or the use of a temporary Mifi device. Flow will, however, make suggestions to you on how to avoid a subsequent outage.
- 2.1.3.4 Where the fault is determined to affect both the fixed access line and the fixed broadband services, Flow will compensate you for both the fixed line and broadband service. If the fault affects only one service, you will be compensated for only that service.
- 2.1.4 In table 1, "**Access Line Speed degradation**" means if it is determined after carrying out a speed test that the download speed measured at your premises is substantially below the speed sold. For the avoidance of doubt, some fluctuation in your broadband speeds is inevitable and no residential broadband package sold is guaranteed for a full 100% of the time. This is because speeds are dependent on a variety of factors which are out of Flow's control, including, among other things, customer wiring, internal network issues, physical layout of your home, password protection on your network, and the variety, age and multiplicity of devices used. Also, since domestic broadband services are a shared resource, broadband speeds will also vary according to the number of users on the network at the time, and may increase or decrease depending on the time of day when most users are on or off the network, during peak and non-peak periods. During peak browsing periods (6-9pm), some congestion may be experienced.
 - 2.1.4.1 When you report access line speed degradation, or speed degradation is identified by Flow, it is logged by us as a fault.
 - 2.1.4.2 If the fault is found to be a network-caused fault and the access speed is below 50% of the sold access line speed due to a Flow network issue, then you may be due compensation or the use of a temporary Mifi device, as specified in Table 2
 - 2.1.4.3 If the speed fault is proven to be caused by issues at your premises (due to too many devices, overload of wifi, or interference etc) and not network issues, you will not be entitled to compensation or the use of a temporary Mifi device, but Flow will, however, make suggestions on how you can improve the speed of your broadband service at your home.
- 2.2 **Minimum Guaranteed Access Line Speed:** Flow commits to providing the minimum guaranteed access line speed of 1MB to all customers on fixed broadband packages exceeding 1MB. If the access line speed falls below this level due to network issues and not due to issues found at your home, it will be considered a breach of these commitments.





2.2.1 Annex 2 sets out Flow's guidance to you on maximizing available broadband speed. This guidance is also published separately on Flow's website and the Commission's website. Customers on the 1MB package are encouraged to follow this guidance in the event of experiencing slow browsing speeds below 1MB and to follow the guidance set out in tables 1 and 2 below.

2.3 Offer of a Mifi device. In the event that there is a loss of service as specified in 2.1.3 or a degradation of service as specified in 2.1.4, from the 3rd day through the 30th day of the fault, Flow commits to offer you the use of a temporary Mifi device to enable you to access broadband Internet services at your home premises until the fault is resolved (Option 1 *and* Option 2, specified in Table 1). From the 31st day of the fault, and until the fault is resolved, Flow commits to offer you either compensation or the use of a temporary Mifi device to enable you to access broadband Internet services at your home premises until the fault is resolved (Option 1 *or* Option 2, specified in Table 1). In other words, from the 31st day of the fault, and until the fault is resolved, should you choose to keep the MiFi device and continue receiving the allotted free Mifi service, then you are accepting Option 2 and will be charged your regular monthly fixed broadband rental.

- 2.3.1 You must return the device within 3 working days of the fault being fixed or you will be charged for the device. Flow will advise you of the charge at the time the device is loaned to you and this charge is set out in Annex 4.
- 2.3.2 Flow will specify usage guidelines so that you can adhere to the limits of use that apply to the temporary Mifi usage. Such guidelines and charges shall be reasonable, and are set out in the fair usage policy in Annex 4.
- 2.3.3. Where it is owed, Flow undertakes to pay compensation according to the following terms -

Table 1

Fault	Option 1: Customer compensation	Option 2: Customer Mifi offer
No service < 2 days	No reimbursement	No temporary Mifi
No service 3 - 15 days	Reimbursement on a pro-rata basis not exceeding your monthly bill for affected service. Reimbursement will appear on your following	Offer of Mifi device during affected period (return within 3 working days after fault is resolved)





Fault	Option 1: Customer compensation	Option 2: Customer Mifi offer
	monthly bill.	
No service > 15 days	Reimbursement of full monthly bill for affected services and termination of contract allowed without early termination fee. If contract terminated, and yours is a new installation, a full refund of installation and router charges will be made by Flow. (To be eligible, you must return router within 3 working days) Reimbursement will appear on your following monthly bill or upon termination.	Offer of Mifi device during affected period (return within 3 working days) and termination of contract allowed without early termination fee. If contract terminated, and customer is a new installation (within 90 days), full refund of installation and router charges made by Flow. (return router within 3 working days after ceasing service)
No service > 30 days	Customer has choice of reimbursement of monthly bill for affected services and termination of contract without early termination fee or offer of Mifi device during affected period (return within 3 working days). In this situation which the Charter aims to avoid, the customer is strongly encouraged to report the problem to the Commission.	
Table 2 Access line speed degradation		
Speed degradation < 2 days	No reimbursement	No temporary Mifi
Speed degradation 3 - 15 days	Reduced bill based on actual access line speed received due to Flow network issue – downgrade price to nearest suitable package. If speed falls below minimum guaranteed level per 2.2, then full reimbursement of monthly rental fee for broadband service on pro-rata basis. Reimbursement will appear on your following monthly bill.	Offer of Mifi device during affected period if it is proven that it is a network issue and a fault has been raised (return within 3 working days after fault is resolved)



Fault	Option 1: Customer compensation	Option 2: Customer Mifi offer
Speed degradation > 15 days	Reduced bill based on actual access line speed received – downgrade price to nearest suitable package. If speed falls below minimum guaranteed level per 2.2, then full monthly bill reimbursement. Termination of contract allowed without early termination fee. Reimbursement will appear on your following monthly bill or upon termination.	Offer of Mifi device during affected period (return within 3 working days) and termination of contract allowed without early termination fee. If service falls below minimum guaranteed level for more than 15 days then refund of returned router if within first year of contract
Speed Degradation > 30 days	Customer has choice of reimbursement of monthly bill for affected services and termination of contract without early termination fee or offer of Mifi device during affected period (return within 3 working days). In this situation which the Charter aims to avoid, the customer is strongly encouraged to report the problem to the Commission.	

3 Commitment to Address Customer Complaints

3.1 You can report a fault or problem with your Flow fixed broadband service by contacting Flow's call service centre at 1 800-804-2994. You may also submit a query or complaint to Flow by email or letter at the following addresses: electronic mail address: bvi-customerinquiry@cwv.com; mail address: Customer Experience Manager, Cable and Wireless, P.O. Box 440, Road Town, Tortola, BVI, VG1110.

3.2 The timeframe stipulated for us to investigate and resolve a complaint is within 20 working days of receiving the complaint as per section 6(1) of the Telecommunications Code (Part 4) (Investigation of Complaints by Consumers, Facilitation of Relief and Resolution of Related Disputes) Procedures, 2010 (the "Code").





3.3 Where you have made a complaint, regulations in BVI require that you attempt to find resolution directly with us first. However, if you have not filed a complaint with Flow, you may choose to approach the Commission first and it may act as a facilitator of the resolution process and provide us with the opportunity to resolve the complaint within the same timeframe, that is, twenty working days (see, s. 12(2) of the Code).

3.4 Should we fail to provide a solution within 20 working days, or if you disagree with our proposed solution, then the Commission may commence an investigation into the matter with a view to resolving the issue within thirty working days (see, s. 14 of the Code).

4 Commitment to a Customer Satisfaction Survey

4.1 The Commission has created an independent Customer Satisfaction Survey, which will be available at the Flow store during the survey period.

4.2 The Commission will carry out the Survey, and will publish a copy of the Survey on its website. Flow will provide a link to the results of the customer satisfaction survey on its website once published by the TRC. You are entitled to a copy of the results of the survey on request, free of charge.

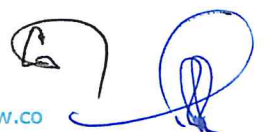
5 Commitment on Quality of Service Indicators and Targets

5.1 The Commission and Flow have agreed a set of fixed broadband specific quality of service measures and targets, which apply to Flow as the dominant public supplier of retail fixed broadband services in the territory.

5.2 These quality of service measures and targets are set out in Annex 1. You are entitled to expect Flow to meet these targets.

6 Commitment to Report Performance to the Commission

6.1 Flow is required to provide a fixed broadband quality of service report to the Commission on a quarterly basis. This report allows the Commission to monitor Flow's performance with respect to its commitments in this Charter, on your behalf. Flow will report on the quality of service indicators set out in Annex 1 and will report on the fulfillment of each target. In addition to providing a copy to the Commission, we will publish the report on our website or make a copy of the report available to you on request.





6.2 The Commission may carry out investigations and verification procedures as necessary in accordance with the Telecommunications Act 2006 and the Telecommunications Code.

6.3 The first quality of service report for January to March 2017 will be submitted to the Commission by 30 April 2017 and will be published by the Commission during May 2017. The following reporting schedule applies:

Quality of service reporting period	Report due to the Commission	Publication by the Commission
January – March 2017	30 th April 2017	May 2017
April – June 2017	31 st July 2017	August 2017
July – September 2017	31 st October 2017	November 2017
October – December 2017	31 st January 2018	February 2018

7 Commitment to the Publication of Quality of Service Targets and Reports

7.1 The quality of service indicators as set out in Annex 1 will be reported to the Commission by Flow on a quarterly basis. The indicators will set out whether or not we have met the agreed targets.

7.2 Upon publication of the quality of service indicators, the Commission will issue a statement (the “**statement**”) concerning Flow’s performance. The Commission will give Flow 24-hours’ notice of the statement, and give Flow an opportunity to provide feedback on its performance. The Commission is not required to agree with or adopt Flow’s feedback. The statement will be marked “**CONFIDENTIAL**” and will be confidential until such time of publication by the Commission. Flow will not use, copy, transmit, or disclose the statement, prior to publication by the Commission, for any purpose other than to provide the Commission feedback. Should Flow wish to issue a press release in response to the statement, it must be published subsequent to publication of the statement by the Commission. A single failure of Flow to comply with this confidentiality restriction will result in future statements being issued by the Commission without notice to Flow.

7.3 The Commission may monitor your and others’ reaction to the statement and, if appropriate, consider the introduction of enforcement fines after the





initial assessment period from 1 January – 31 December 2017, for failing to meet the target or targets. The Commission does not plan to introduce enforcement measures or fines unless it is absolutely necessary and performance is consistently below target.

- 7.4 The purpose of the public performance reporting is to ensure that you are fully informed about the overall standard of service offered by Flow and are able to assess the expected improvement during the course of Flow's rollout of network improvement during 2017.

8 Commitment to Provide Network Updates to the Commission

- 8.1 Flow commits to provide network service updates to the Commission on a quarterly basis. This will be in the form of a written presentation and meetings with the Commission. You will be advised of the outcomes of these meetings by the Commission.

9 Commitment to Revised Terms and Conditions

- 9.1 The Commitments contained in this Customer Charter are in addition to or are intended to supplement Flow's standard Terms and Conditions for the provision of fixed broadband services in the BVI. In the event of any conflict with Flow's standard Terms and Conditions, this Charter takes precedence.

10 Breach of Commitments – Public Notification


- 10.1 Flow will be deemed to have breached these Commitments if it does not adhere to the principles and rules set out in each Commitment. A breach is a failure by Flow to comply with this Charter or meet any of its terms.
- 10.2 In the event of a breach, the Commission shall notify Flow and allow Flow 7 days (1 calendar week) to respond and fulfill the Commitments' requirements. In the event that Flow does not adequately justify the reason for the breach within 3 working days of such breach occurring, in the view of the Commission, or rectify the breach within 7 days (1 calendar week), the Commission may publish details of Flow's breach on the Commission's website and social media and in a national newspaper.
- 10.3 Where Flow is able to satisfy the Commission that it has not breached this Charter or the Commitments contained within, in accordance with rule 10.2, the Commission will take no further action. Where not satisfied, the Commission will proceed to sanction Flow in accordance with rule 10.2 above. For the avoidance of doubt, a determination by the Commission that a





breach of the principles and rules set out in the Charter or the Commitments has occurred shall be final.

By:
GUY LESTER MALONE
Chief Executive Officer
For and on behalf of:
**THE TELECOMMUNICATIONS
REGULATORY COMMISSION**

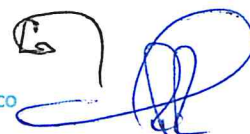


By:
TIM RINGSDORE
Chief Executive Officer
For and on behalf of:
Cable & Wireless (BVI) Ltd.
(doing business as "Flow")



Annex 1: Fixed Broadband Quality of Service Targets and Indicators

Metric		Target
1. Supply time for initial connection		
	Time for fastest 50%	5 days
	Time for fastest 90%	10 days
	Time for fastest 99%	15 days
	% by agreed date	>90%
2. Fault repair time		
	Time to repair 80% of faults on access lines	14 hours (2 working days)
	Time to repair 95% of faults on access lines	16 hours
	% repaired on target date	>90%
3. Billing performance		
	% complaints	2% (as a demonstrable billing error)
	% of billing complaints resolved	95% within 3 weeks; 100% within 5 weeks
	Time for refund after account closure	95% within 5 days; 100% within 30 days
4. Access Line speed achieved		
	Average level of service across the network: Access line speed (average speed test result by month reported by OOKLA)	5MB for Q1,2,3 2017 10MB for Q4 2017
5. Latency		
	Mean time – national	<75 msec measured from user to gateway router [NOTE: this metric is currently not applicable, but will apply when the local IXP is operational and the capacity to measure national latency exists.]
	Mean time – international	<300 msec measured from user to nearest international point [NOTE: Target to be revised to <160msec, beginning Q2 2017.]
6. Bandwidth utilization		
	National – downstream	<80% during peak hours





Metric	Target
International – downstream	<80% during peak hours
National – upstream	<80% during peak hours
International - upstream	<80% during peak hours
7. Service Availability	
Network availability	>98% core network availability

Annex 2 Guidance to Consumers

1) Get the Right Modem:

The biggest cause of slowed down internet is the wrong modem. One of the best ways to make sure your network is as fast and reliable as possible is to use the appropriate, up-to-date hardware. Make sure your modem is suited to the internet plan that you are on – if you have upgraded your plan, check to see whether you also need to upgrade your modem. Note that you'll need a corresponding wireless router and card in your computer if you want the full speed boost.

2) Placing your modem for maximum effect:

Routers may be ugly, but that doesn't mean you should hide them behind the TV cabinet. If you want the best signal, you'll need it out in the open, free of any walls and obstructions. Point the antennas perpendicularly, and elevate the router if you can. Lastly, make sure its in the center of your house, so you have the best coverage possible throughout your home.

3) Check for a virus or malware:

Make sure that no virus or malware is causing your Internet access device (e.g., laptop and/or desktop computer) to slow down. Sometimes viruses and malware can live on your computer and divert resources away from what you are doing thus slowing down your speeds.

4) Are you sharing without knowing it?

Does your landlord supply your internet? If she/he is sharing one internet connection between several apartments then internet speeds may suffer from over demand. Also, you will never get an accurate speed test.

5) Could it be wifi interference?

If you have neighbours, their routers may be interfering with yours and causing the signal to degrade. Wireless routers can operate on a number of different channels, and you want yours on a channel with as little





interference as possible. Use a tool like [Wi-Fi Stumbler](#) or [Wi-Fi Analyzer](#) to find the perfect channel in your house.

6) What else could interfere with my signal?

Cordless phones, microwaves, baby monitors, wireless doorbells and other appliances can impact your signal as well. [Buying a dual band router](#) can help with this. If you don't want to buy new hardware, you can try moving your router further away from interfering appliances.

7) Wifi theft:

Even if your router has a password, it can be [really easy to hack](#). The best thing to do is just lock them out with better security. Use a password that combines numbers and upper and lower case letters. Do not share your password with your neighbours.

8) Is there a bandwidth hog in the house?

If someone in your house regularly video chats, plays online games, torrents files, or uses services like Netflix, they may be hogging bandwidth and making the internet slower for everyone else. Please check this before you undertake a speed test.

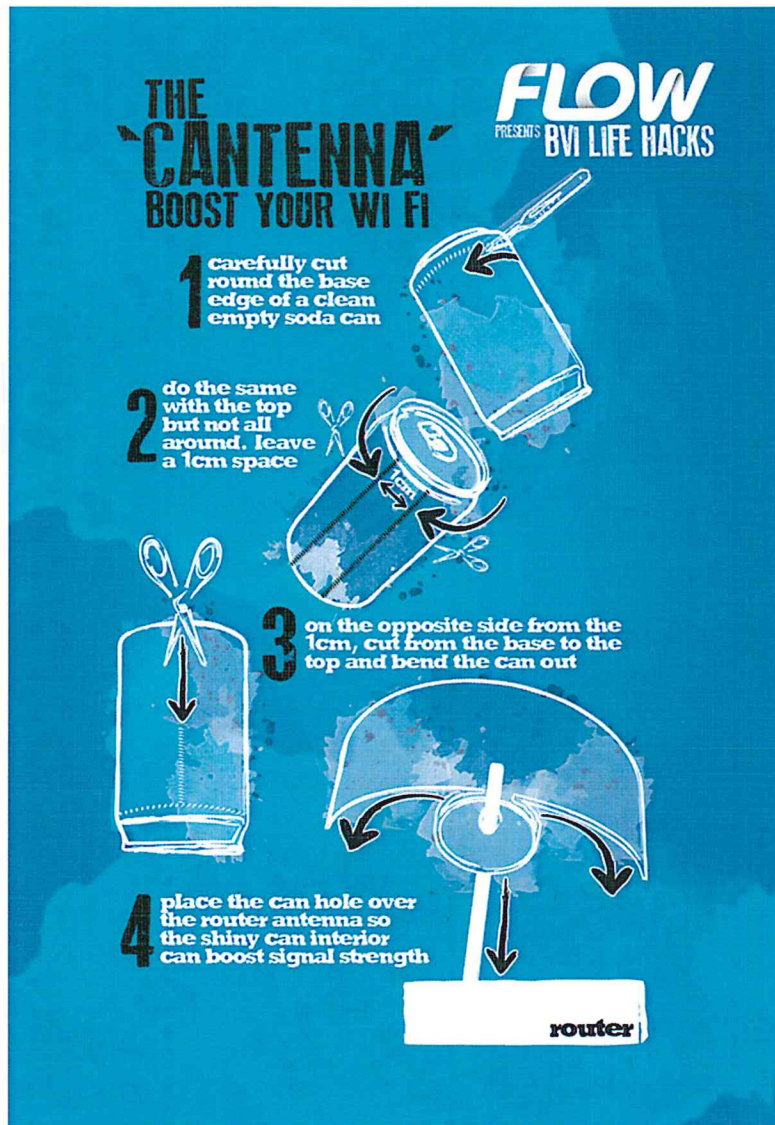
9) Router Booster:

If your router still won't reach far enough, you can extend its range with simple DIY tricks. Our favorite is [the Windsurfer tin foil hack](#), though you can also use [an old beer can](#) (see diagram below) or a [cooking strainer](#) to extend your router's range. The results won't necessarily be substantial, but you should be able to eke a bit more distance out of your Wi-Fi network with minimal cost.

10) Auto Reboot:

If you find that you need to reboot your router every so often so it doesn't drop out, there is a solution. You can run a few tests to make sure the problem isn't caused by heat, old firmware, or excess downloading, but an easy way to solve the problem is just [automatically reboot it once a day or so](#). You can do this with DD-WRT or just a [regular old outlet timer](#). When you're done, you shouldn't have to reboot your router as frequently.





Annex 3 Circumstances where the Ten Commitments Do Not Apply

Flow shall not be held liable for failure to comply with its obligations under these Commitments to the extent that the Commission is satisfied that such failure was directly attributed to an act of force majeure provided that the Flow shall use all reasonable efforts to resume performance of its obligations as soon as the effect of the event of force majeure ceases or abates. In the event of an act of force majeure, the Commission and the Flow will agree the time at which these obligations shall reapply on a case by case basis.



Annex 4 Temporary Mifi Usage Guidelines

Once it has been established that Flow has a network issue affecting your fixed broadband service after two days, you can come to the shop and provide your fault number and a MiFi device will be provided to you free of charge with 5Gb of data per week. The use of this device is subject to a fair use policy. Additional charges at standard pre-paid mobile data rates will apply if you consume more than 5GB per week. You may top up your MiFi device online, on our website at <https://discoverflow.co/british-virgin-islands/>, or at any of Flow's retail locations. For our current prepaid mobile data rates, please refer to our website.

The customer will have to sign a consignment agreement for the device.

This service must only be used by the subscriber.

Once the fault is fixed the device will need to be returned to Flow. Failure to do so will mean the device will be charged to your account at a rate of \$99.

Annex 5 Definitions

In these Commitments:

"Access Line Speed degradation" means if a customer carries out a speed test whereby the download speed measured is below the sold speed.

"Commission" means the Telecommunications Regulatory Commission of the British Virgin Islands.

"Fixed Broadband" means high-speed Internet access over a fixed line network using copper and fibre technologies.

"Fixed retail broadband" means the provision of fixed broadband service to the end customer.

"Mifi device" means – MiFi is a mobile broadband device that uses the mobile network to supply data services.

"No service" means an outage and equals a complete loss of service on the Fixed Broadband Network.



Words or expressions shall have the meaning assigned to them in these Commitments and otherwise any word or expression shall have the same meaning as it has in the Telecommunications Act 2006 and the Telecommunications Code (Part 3) (Quality of Service) Requirements, 2010.